

Introduction:

Registration refers to the recording of the contents of a document with a Registering Officer appointed by the Government. The main purpose of registration is to ensure information about all deals are recorded and maintained apart from giving the document its authenticity. It gives information to the people regarding legal rights and obligations arising or affecting a particular property. The registered documents may afterwards be of legal importance, and also aid in preventing fraud. The process of registering a document is done under the provisions of the Registration Act, 1908. The main objects of the law of registration are –

- (a) to provide a conclusive proof of genuineness of documents;
- (b) to afford publicity of transaction in respect of properties;
- (c) to prevent fraud;
- (d) to afford facility for ascertaining whether a property has already been dealt with; and
- (e) to afford security of the title deeds and facility of proving titles in case the original deeds are lost or destroyed.

Documents generally required for registration

- (a) Duly stamped, signed and executed document.
- (b) Two passport size photos of both parties.
- (c) Two witnesses with valid identification proof & photographs.
- (d) Original Stamp Duty receipt.
- (e) Copy of Power Of Attorney in required cases.
- (f) Proof of identification of each party and witnesses i.e. Election Identity Card, Passport, identity Card issued by Govt. of India, Semi govt. and Autonomous bodies or identification by a Gazetted officer.
- (g) In case the property is/was under a lease from any government authority, then permission of lessor for registration of the document.
- (h) NOC from local authorities if the document for registration conveys land converted as house site without the approval layout.
- (i) Patta transfer application duly filled and signed.

Compulsory registrable documents:

Sl.No	Situation / documents
1.	Instruments of gift of immovable property
2.	Other non-testamentary instruments which purport or operate 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 one hundred rupees, and upwards, to or in immovable property
3.	Non-testamentary instruments which acknowledge the receipt or payment of any consideration on account of the creation, declaration, assignment, limitation or extinction of any such right, title or interest
4.	Leases of immovable property from year to year, or for any term exceeding one year, or reserving a yearly rent
5.	Non-testamentary instruments transferring or assigning any decree or order of a court or any award when such decree or order or award 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 one hundred rupees and upwards, to or in immovable property
6.	Authority to adopt a son and not conferred by a Will.

1. SALE:

The sale deed is the main document by which a seller transfers his right on the property to the purchaser, who then acquires absolute ownership of the property. It is also referred to as the conveyance deed. On completion of all formalities, a sale deed is prepared. This is the main document for transfer of ownership of property. The deed is executed by all the parties concerned. All pages of the deed are to be signed. The deed should be witnessed by at least two witnesses giving their full names, signatures and addresses. The sale deed of immovable property needs compulsory registration at the jurisdictional sub-registrar office.

GENERAL SALE DEED

This deed of sale is made and executed on this day of 20...

By

Sri/Smt..... S/o/W/o....., Occupation..... Aged..... years,
residing at (Principal), represented by his agent
Sri..... S/o....., Occupation
..... aged..... Years, residing at
.....by means of a General/Special Power of Attorney dated
.....registered/authenticated as Document No..... of Book
IV of Sub Registrar's Office..... hereinafter called the

"VENDOR"

(which expression shall wherever it occurs in this deed includes the said person, his/her heirs, legal representatives, agents, executors, administrators, assignees or any person claiming through or under him) of one part.

In favour of

Sri/Smt.....S/o.D/o.....Occupation.....
.....aged..... years, residing at hereinafter called the

"VENDEE"

(which expression shall wherever it occurs in this deed includes the said person, his/her heirs, legal representatives, agents, executors, administrators, assignees or any person claiming through or under him) of other part.

Whereas the Vendor is the absolute owner, having acquired the property, which is more specifically and clearly delineated in the schedule hereto, by inheritance / by partition of joint family properties/ by release/by gift / by gift settlement / by will / by sale executed by.....and registered as document No.....of..... Of Book.....Volume No.....Pages.....in the office of the Registrar / Sub-Registrar..... and since then he is in the possession and absolute enjoyment thereof.

And

Whereas the vendor intends to sell away the said property wherein he or she has got good and marketable title, rights, interest and possession and no other person has got any right, title or interest over the schedule property.

And

Whereas the Vendee offered to purchase it for a sum of Rs.....for which the Vendor accepted and has agreed to sell the same to the Vendee.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That in consideration of payment of Rs.....(Rupees.....) only by cash/by Cheque No. Date:...../by Demand Draft No.....Date.....by the Vendee to the Vendor/paid in the presence of the, the receipt of which the Vendor hereby acknowledges, the Vendor hereby sells, conveys, transfers and assigns unto the Vendee all his rights, title and interest, claim and demand whatsoever in the schedule mentioned property and delivers vacant possession thereof to the Vendee to hold the same absolutely for ever free from all encumbrances, together with all water sources, privileges, easements, appurtenances or any other things hidden in the earth belonging to or appurtenant thereto.
2. That the Vendor hereby assures the Vendee that the said property is free from all kinds of mortgage charges, agreements to sell, court litigations and any other statutory charges.
3. That the Vendor further covenants with the Vendee that knowingly or otherwise he has not caused or allowed any distress to be levied on the said property.
4. That the Vendor further assures the Vendee that he has got a clear, effectual, subsisting and marketable title to the said property and absolute authority to sell the same in the manner aforesaid.
5. That the Vendor further covenants with the Vendee that if there remains any undisclosed and undercharged liability in respect of the said property, he shall clear the same and the Vendee is free there from.
6. That the Vendor further agrees to indemnify the Vendee and keep him free from disputes if any raised or objections made to this conveyance by any one and further should any claim be made or dispute raised at any time of any one in regard to this sale, the vendor hereby undertakes that he shall, at his own cost, settle the same and execute or cause to be executed such further acts, deeds and things as to more fully effectively convey title to the property hereby sold and conveyed to the Vendee.
7. That the Vendor also assures the Vendee that if there remains any liability of taxes or rates for the said property to the Municipal Corporation / Municipality / Village Council or other Government or statutory authorities upto the date of this conveyance, the Vendor shall clear the same and in case the same are collected from the Vendee, the Vendor shall pay the same to the vendee.
8. The Vendor further assures and covenants with the Vendee that the Vendee and his heirs are entitled to peacefully and absolutely enjoy the said property without any hindrance from any person claiming through him or in trust for him.
9. That the Vendor does hereby put the purchaser in actual physical possession of the scheduled property on this day. The Vendor further handed over to the purchaser this day all the relevant title deeds, documents, and receipts pertaining to the scheduled property, which are in his or her custody.
10. That from today onwards the purchaser/vendee shall be entitled to mutata his or her name in the land in place of the seller/vendor in Revenue Office by dint of this Sale Deed executed by the vendor and shall be entitled to any benefits arising out of the said property including any compensation if the land falls under any acquisition proceedings.
11. That the Vendee is hereby entitled to get the said property transferred in his name in all Panchayat /Municipal / Municipal Corporation records and enjoy the same with absolute rights forever.

12. The present market value of the property is Rs. (Rupees.....) only.
Schedule

All that piece and parcel of the land measuringSquare meters,
 sq ft. in Survey No..... Plot No. RLSC/ ALSC No.
 of together with the house of
 RCC/Assam Type building bearing H.No. with a plinth area ofsq m,
 sq. feet, Storey, situated at covered by ward No.....
 Block No..... of Municipal Corporation Area/Municipal Area/ Village Council area and
 Sub-District and

Bounded by:

East :
 West :
 North :
 South :

THE MEASUREMENTS:

Sl no	Boundary Pillars numbers	Surface distance	Horizontal distance

This is neither an assigned nor a Government land. The market value of the property is Rs..... (Rupees.....) only

IN WITNESS WHEREOF, the VENDOR and the VENDEE have signed this SALE DEED at on the date first mentioned above in the presence of the following witnesses:

VENDOR

VENDEE

WITNESSES:

1.

2.

Drafted by:

2. GIFT:

According to Sec.122 of The Transfer of Property Act, 1882, "Gift is the transfer of certain existing moveable or immoveable property made voluntarily and without consideration, by one person, called the donor, to another, called the donee, and accepted by or on behalf of the donee."

DEED OF GIFT OF IMMOVABLE PROPERTY

THIS DEED OF GIFT is made at this day of

Between

Mr.....s/o of hereinafter referred to as 'the DONOR' of the One Part

And

Mr. s/o.....of hereinafter referred to as 'the DONEE', of the Other Part.

WHEREAS the DONOR is seized and possessed of the land and premises situated at and more particularly described in the Schedule hereunder written.

AND WHEREAS the DONEE is related to the Donor as

AND WHEREAS the Donor desires to grant the said land and premises to the DONEE as gift in consideration of natural love and affection as hereinafter mentioned.

AND WHEREAS the DONEE has agreed to accept the gift as is evidenced by his executing these presents.

AND WHEREAS the market value of the said property is estimated to be Rs

NOW THIS DEED WITNESSETH that the DONOR without any monetary consideration and in consideration of natural love and affection, which the DONOR bears to the DONEE, doth hereby grant and transfer by way of gift the said land and premises situated at and more particularly described in the Schedule hereunder written together with all the buildings, and structures thereon and all the things permanently attached thereto or standing thereon and all the liberties, privileges casements and advantages appurtenant thereto and all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the DONOR To Have And To Hold the same unto and to the use of the DONEE absolutely but subject to the payment of all taxes, rates, assessments, dues and duties now and hereafter chargeable thereon to the Government or Municipality or other Local Authority.

AND he the DONOR doth hereby covenants with the DONEE:

- (a) That the DONOR now has in himself, good right, full power and absolute authority to grant the said piece of land and other the premises hereby granted as gift in the manner aforesaid.
- (b) The DONEE may at all times hereafter peaceably and quietly enter upon have occupy, possess and enjoy the said piece of land and premises and receive the rents, issues and profits and rents thereof and every part thereof to and for his own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the DONOR

or his heirs, executors, administrators and assigns or any person or persons lawfully claiming or to claim by, from, under or in trust for the DONOR.

- (c) That the said land and premises are free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the DONOR and well and sufficiently saved, kept harmless and indemnified of and from and against all former and other estate, titles, charges and encumbrances whatsoever, had made, executed, occasioned or suffered by the DONOR or by any other person or persons lawfully claiming or to claim by from, under or in trust for the Donor.
- (d) AND FURTHER that the DONOR and all persons having or lawfully claiming any estate or interest whatsoever to the said land and premises or any part thereof from under or in trust for the DONOR or his heirs, executors. administrators and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the DONEE do and execute or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances in law whatsoever for better and more perfectly assuring the said land and premises and every part thereof unto and to the use of the DONEE in the manner aforesaid as by the DONEE, his heirs, executors, administrators and assigns or counsel in law shall be reasonably required.
- (e) That from today onwards the Donee shall be entitled to mutate his or her name in the land in place of the Donor in Revenue Office by dint of this Gift Deed executed by the Donor and shall be entitled to any benefits arising out of the said property including any compensation if the land falls under any acquisition proceedings.

SCHEDULE

All that piece and parcel of the land measuringSquare meters, sq ft. in Survey No..... Plot No. RLSC/ ALSC No. of together with the house of RCC/Assam Type building bearing H.No. with a plinth area ofsq m, sq. feet, Storey, situated at covered by ward No..... Block No..... of Municipal Corporation Area/Municipal Area/ Village Council area and Sub-District and

Bounded by:

- East :
- West :
- North :
- South :

THE MEASUREMENTS:

Sl no	Boundary Pillars numbers	Surface distance	Horizontal distance

This is neither an assigned nor a Government land. The market value of the property is Rs..... (Rupees.....) only

IN WITNESS WHEREOF the Donor as well as the DONEE (by way of acceptance of the said gift) have put their respective hands the day and year first hereinabove written.

Signed and Delivered by the within named Donor.....

Signed by within named DONEE.....

Witnesses

- 1.
- 2.

3. MORTGAGE:

Mortgage is a transfer of an interest in a specific immovable property for the purpose of securing the payment of money advanced or to be advanced by way of loan, an existing or future debt or the performance of an agreement, which may give rise to a pecuniary liability. The person borrowing and transferring his interest in an immovable property to the lender is the mortgagor. The lender is the mortgagee. The funds lent against which the property is used as security is the mortgage money. The instrument by which the transfer is effected is called a mortgage-deed.

SIMPLE MORTGAGE DEED

This Deed of Mortgage made at this day of

Between

....., son of resident of hereinafter called as a MORTGAGOR of the ONE PART

And

....., son of resident of hereinafter called as a MORTGAGEE of the OTHER PART.

WHEREAS the mortgagor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the house bearing municipal no..... situated onRoad, more particularly described in the Schedule hereunder written;

AND WHEREAS the mortgagor has requested the mortgagee to lend him a sum of Rs. which the mortgagee has agreed on the mortgagor mortgaging his property.

NOW THIS DEED WITNESSETH THAT

In pursuance to the said agreement and in consideration of the sum of Rs. at or before the execution of these presents paid by the mortgagee to the mortgagor (the receipt whereof, the mortgagor doth hereby admit and acknowledge and of and from the same hereby release and discharge the mortgagee), the mortgagor hereby covenants with the mortgagee that he will pay on the day of..... (hereinafter called "the said date"), the said sum of Rs. with interest @ % per annum from the date of these presents till the repayment of the said sum in full, every quarter the first installment of interest to be paid on the day of 2000 and each subsequent installment on the day of July, October, January and April of each succeeding year until the said sum is repaid in full.

AND THIS DEED FURTHER WITNESSETH THAT

In consideration aforesaid, the mortgagor doth hereby transfer by way of mortgage his house\ bearing municipal no situated on and more particularly described in the Schedule hereunder written as a security for repayment of the said sum with interest @ per annum with the condition that the mortgagor, his heirs, executors, administrators or assigns shall on the said day pay to the mortgagee, his heirs, executors, administrators or assigns the said sum of Rs together with interest thereon at the rate mentioned above, the said mortgagee, his heirs, executors, administrators, or assigns shall at any time thereafter upon the request and at the cost of the mortgagor, his heirs, executors, administrators or assigns reconvey the said house, hereinbefore expressed to be mortgaged unto or to the use of the mortgagor, his heirs, executors, administrators or assigns or as he or they shall direct.

AND IT IS HEREBY AGREED AND DECLARED

That if the mortgagor does not pay the said mortgage amount with interest when shall become due and payable under these presents, the mortgagee shall be entitled to sell the said house through any competent court and to realise and receive the said mortgage amount and interest, out of the sale proceeds of the house.

AND IT IS FURTHER AGREED AND DECLARED

By the mortgagor that during the period, the mortgage amount is not paid and the said house remains as a security for the mortgage amount, the mortgagor shall insure the said house and take out an insurance policy in the joint names of the mortgagor and mortgagee and continue the said policy in full force and effect by paying premium and in case of default by the mortgagor to insure or to keep the insurance policy in full force and effect, the mortgagee can insure the said house and the premium paid by the mortgagee will be added to the mortgage amount, if not paid by the mortgagor on demand.

AND IT IS FURTHER AGREED

That the mortgagor can grant lease of the said house with the consent of the mortgagee in writing.

AND IT IS FURTHER AGREED BY THE MORTGAGOR

That he shall bear stamp duty, registration charges and other out of pocket expenses for the execution and registration of this deed and reconveyance deed but however each party will bear cost and professional charges of his Solicitor/Advocate.

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

The Schedule above referred to:

All that piece and parcel of the land measuringSquare meters, sq ft. in Survey No..... Plot No. RLSC/ ALSC No. of together with the house of RCC/Assam Type building bearing H.No. with a plinth area ofsq m, sq. feet, Storey, situated at covered by ward No..... Block No..... of Municipal Corporation Area/Municipal Area/ Village Council area and Sub-District and

Bounded by:

- East :
- West :
- North :
- South :

THE MEASUREMENTS:

Sl no	Boundary Pillars numbers	Surface distance	Horizontal distance

This is neither an assigned nor a Government land. The market value of the property is Rs..... (Rupees.....) only

Signed and delivered by X the within named mortgagor

Signed and delivered by Y the within named mortgagee

WITNESSES;

- 1.
- 2.

DEED OF MORTGAGE BY CONDITIONAL SALE

THIS DEED OF Sale made at this day of between residing at hereinafter referred to as the VENDOR, of the One Part,
 And
 residing at hereinafter referred to as the PURCHASER of
 the Other Part.

WHEREAS the Vendor is seized and possessed of or otherwise well or sufficiently entitled to the land and premises situated at and more particularly described in the Schedule hereunder written.

AND WHEREAS the Vendor is in need of money and has requested the Purchaser to advance to him a sum of Rs..... which the Purchaser has agreed to do on the Vendor agreeing to execute this deed of sale in favour of the Purchaser in respect of the said property in the manner following.

NOW THIS DEED WITNESSETH THAT

1. Pursuant to the said agreement and in consideration of the said sum of Rs paid by the Purchaser to the Vendor on the execution of these presents (receipt whereof the Vendor doth hereby admit), he the Vendor doth hereby grant and convey unto the Purchaser all the said piece of land with building thereon and situated at and more particularly described in the Schedule hereunder written together with all things permanently attached thereto or standing thereon and all the liberties, easements, profits, privileges, rights and appurtenances whatsoever to the said piece of land and premises belonging or in anywise appertaining to or with the same or any part thereof and now or at any time hereafter usually held, used, occupied or enjoyed or reputed as part or member thereof or be appurtenant thereto And all the estate, right, title. claim and demand of the Vendor into and upon the said land and other the premises hereby granted TO HOLD the same unto and to the use of Purchaser subject to what is hereafter provided and subject to the payment of rates, taxes, assessments, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government or the Municipal Corporation or any other local authority.
2. And it is hereby agreed and declared that if the Vendor shall at any time hereafter repay to the Purchaser the said sum of Rs within a period of ... years that is on or before the day of the grant and transfer of the said property as hereinbefore provided shall become void and in that event the Purchaser shall retransfer the said property to the Vendor or his heirs executors, administrators or assigns by executing a document of re-sale.
3. Provided however and it is agreed that, if the Vendor or his heirs, executors, administrators or assigns shall fail to repay the said amount of Rs. ... within the said period then the grant and transfer of the said property to the Purchaser hereby made shall become absolute in favour, of the Purchaser his heirs, executors, administrators or assigns.
4. And the Vendor doth hereby covenants with the Purchaser that –
 - (a) The Vendor has good right and full power to grant the said land and building hereby granted or expressed so to be and every part thereof unto and to the use of the Purchaser in manner aforesaid.

- (b) That the Purchaser shall quietly possess and enjoy the said property and receive the rents, Income and profits thereof without any lawful interruption or disturbance whatsoever by the Vendor or any person or persons lawfully claiming under from or through him and shall be at liberty to pay there out the Govt. revenue and all other charges of a public nature and all rents if any accruing due in respect of the said premises during such possession and any arrears of rent in default of payment of which the said land and premises may be summarily sold and all expenses incurred for the management of the said premises and the collection of rents, Income, profits and all other outgoing including costs of repairs of the said premises.
- (c) That the said premises are free and clear and forever released and discharged or otherwise by the Vendor well and sufficiently saved, kept harmless and indemnified of and from and against all previous and other estates, title, charges and encumbrances whatsoever had made executed or suffered by the Vendor or any other person lawfully claiming under him.
- (d) That the Vendor and all persons claiming any estate or interest in the said premises under him, shall and will from time to time and at all times hereafter upon the request of the Purchaser and at the costs of the Vendor do and execute or cause to be done or executed, all such acts, deeds and things whatsoever for further and more perfectly assuring all or any of the said premises unto and to the use of the Purchaser in such manner aforesaid as shall or may be reasonably required by the Purchaser.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of the land measuringSquare meters, sq ft. in Survey No..... Plot No. RLSC/ ALSC No. of together with the house of RCC/Assam Type building bearing H.No. with a plinth area ofsq m, sq. feet, Storey, situated at covered by ward No..... Block No..... of Municipal Corporation Area/Municipal Area/ Village Council area and Sub-District and

Bounded by:

- East :
- West :
- North :
- South :

THE MEASUREMENTS:

Sl no	Boundary Pillars numbers	Surface distance	Horizontal distance

This is neither an assigned nor a Government land. The market value of the property is Rs..... (Rupees.....) only

Signed and delivered by the within named Vendor Mr. in the presence of ...

- 1.
- 2.

4. LEASE:

According to Sec.105 of the Transfer of Property act, 1882, a lease of immovable property is transfer of a right to enjoy such property, made for a certain time, express or implied, or in perpetuity, in consideration of a price paid or promised, or of money, a share of crops, service or any other thing of value, to be rendered periodically or on specified occasions to the transferor by the transferee, who accepts the transfer on such terms.

GENERAL LEASE DEED

This Lease Deed made at ----- on this ----- day of 20—

Between

Shri.----- son of ----- resident of ----- (Hereinafter called "the LESSOR", which expression shall, unless repugnant to the context and meaning include his heirs, successors, administrators and assigns) of the ONE PART

And

Shri-----, son of -----resident of (Hereinafter called "the LESSEE", which expression shall, unless be repugnant to the context and meaning, include his heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS

- 1. The Lessor is in complete possession of the building bearing Municipal No----- Situated at -- ----- and more particularly described in the schedule I given below.
- 2. On the request of the Lessee, the Lessor has agreed to grant lease in respect of the demised premises for a term of ----- years in the manner hereinafter stated.

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1. In pursuance of the said agreement and in consideration of the rent hereby reserved and of the covenants, conditions and stipulations hereinafter contained and of the Lessee's part to be paid, observed and performed,

THE LESSOR HEREBY DEMISES UNTO THE LESSEE ALL THAT the building bearing Municipal no----- situated at ----- and hereinafter called as the demised premises, TOGETHER WITH ALL the fixtures and fittings therein, a complete list whereof is given in Schedule II, hereto TOGETHER WITH the electrical installations and together with the right for the Lessee, its employees, servants, agents, customers and persons authorised by the

Lessee in common with the Lessor and all the persons authorised by the Lessor to use the entrances, doorways, entrance hall, stair cases, landings and passages in the demised premises for the purpose of ingress thereto.

- (a) The Lessee shall occupy the demised premises for the period of --- years only commencing from the ----- and determining on -----
- (b) The Lessee shall pay to the Lessor during the said term monthly rent of Rs. ----- payable by seventh of each succeeding calendar month to which it relates.
- (c) The Lessee has paid to the Lessor a sum of Rs ----- as security deposit and a sum of Rs ----- as advance rent, the receipt of which the Lessor acknowledges.
- (d) The security deposit shall be returned on determination of the lease after deduction for damages if any to the property except reasonable wear and tear expected and the advance rent paid shall be adjusted by -----.

2. The Lessee hereby covenants with the Lessor as follows:

- (a) To pay the rent as aforesaid on the days and in the manner aforesaid.
- (b) To pay the electricity bills for the electricity consumed for lighting the demised premises and for operation of Air Conditioners, Fans, Computers and electrical appliances in the demised premises.
- (c) Not to make any structural alterations into or upon the demised premises or make any alterations or addition to the external appearance or any part of the demised premises without the previous consent of the Lessor in writing.
- (d) To use the demised premises for office purposes of the Lessee.
- (e) Not to place or keep or permit to be placed or kept on the demised premises any offensive, dangerous or highly inflammable or explosive material or any other article or things, which may constitute a danger, nuisance or annoyance to the demised or surrounding premises or the owners or occupiers thereof.
- (f) Not to sub-let, transfer, assign or part with the possession of the demised premises or any part thereof.
- (g) To permit the Lessor, his servants, employees or agents duly authorised by him to enter into and upon the demised premises at all reasonable times for viewing the condition of the demised premises or doing such works or things as may be requisite or necessary for any repairs, alteration, servicing or improvements to the demised premises.
- (h) To hand over the peaceful possession of the demised premises at the end or the sooner determination of the said term together with all the Lessor's fixtures and fittings in as good condition as received.
- (i) Not to obstruct or suffer to be obstructed the entrance hall, entrances, doorways, passages, staircase or lifts.
- (j) To carry minor repairs in the demised premises not exceeding the extent of Rs ----- per year.
- (k) To replace all broken fittings and fixtures by equally good or better substitutes.

3. The Lessor hereby agrees with the Lessee as follows:

- (a) That the Lessee shall peaceably and quietly hold, possess and enjoy the demised premises during the term without any interruption, disturbance, claim and demand by the Lessor or any person lawfully claiming under or trust for the Lessor.

- (b) To keep the interior, exterior of the demised premises, the drainage thereof and the water pump in good and tenable repair and condition.
 - (c) To keep the entrance, doorways, entrance halls, staircases, lobbies and passages in the said building leading to demised premises well and sufficiently cleaned and lighted at his own expense.
 - (d) To pay rates, taxes, assessment, duties, cess, impositions, outgoings and burdens whatsoever payable to local or other authority which may at any time or from time to time during the term hereby created be imposed or charged upon the demised premises.
4. It is hereby agreed that if the rent or any part thereof payable in respect of the demised premises shall be in arrears for a period of two months or if the Lessee shall omit to perform or observe any covenants or conditions on the Lessee's part herein contained, the Lessor may re-enter upon the demised premises after serving a notice to the Lessee.
5. If within a period of one month after the issue of such notice, the Lessee does not pay the rent or does not perform or observe the covenant or condition and thereupon all rights of the Lessee hereunder shall determine.

IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- (a) The Lessee shall be entitled to erect temporary fittings, fixtures, wooden partitions, cabins or make any such addition or alteration, as may be necessary for its use by the Lessee; provided that the Lessee shall remove the said fittings, fixtures, wooden partitions, cabins, additions or alterations and restore the demised premises to the Lessor on the expiry of the term or sooner determination of the lease in the same condition as existed before making such changes.
- (b) If the Lessor fails to pay the taxes, charges, assessment payable by him, or fails to carry out the necessary repairs and other work which he has to carry out as provided herein, the Lessee may after one month notice in writing, pay, discharge and carry out the same at its own cost and the Lessee may set off the same from the rent payable to the Lessor under these presents.
- (c) The stamp duty and all other expenses shall be borne and paid by the Lessee.

The Schedule I above referred to:

The Schedule II above referred to:

Signed by the above named Lessor.

Signed by the above named Lessee

WITNESSES

1.

2.

COMMERCIAL LEASE DEED

Agreement made on this _____ day of, 20.....

Between

_____, _____ (hereinafter referred to as LANDLORD) of the one part

And

_____, resident of _____ (hereinafter referred to as TENANT) of the other part.

WHERE IT IS AGREED AND DECLARED AS FOLLOWS:

1. The Landlord agrees to let out and the tenant agrees to take on rent the ground floor portion of the building _____ for his office along with electrical and sanitary fittings and other accessories fittings and structures (hereinafter called the PREMISES) from _____ at the monthly rent of _____ being payable on or before 5th of every month to the Landlord. The period of this agreement shall be for twenty four months with effect from _____ .
2. The tenant has paid Rupees _____ as advance amount for the above building and the landlord shall pay this said advance without interest to the tenant at the time of vacating the premises.
3. At the termination of the period of tenancy the tenant agrees to surrender to the Landlord the vacant possession of the premises without raising any objection.
4. This rental agreement can be terminated at any time by three months notice on either side and on such termination the tenant shall surrender the vacant possession of the premises to the Landlord.
5. If for by any reason the tenant occupies the building for a period that includes part of a month, it is agreed that the rent will be charged on a pro-rated basis for that month.
6. The landlord shall pay all existing and future taxes, rates and assessments in respect of the lease hold including the municipal or other tax assessed by a local authority on the value of the building or annual letting value of the building and all other rates, taxes and assessments levied by any authority whatsoever.
7. The tenant shall pay the electricity and water supply charges for the period of time he occupies the premises.
8. The tenant agrees to leave at the end of tenancy the premises in good condition as they are now, subject to reasonable wear and tear.
9. The tenant also agrees not to let out the building or a portion of it to anybody else.
10. The tenant shall not commit any act of waste in the premises.
11. The tenant also agrees to pay any maintenance on the building as mutually agreed upon by the tenant and the landlord and the said expenses shall be adjusted against the rent amount due to the landlord.
12. It is hereby agreed that the tenant paying the rent hereby reserved, and performing and observing each of the covenants herein contained, may peacefully hold and enjoy the said building during the lease period without any interruption by the landlord.
13. The agreement does not cover the property adjoining the premises and the landlord shall be free to take the yield from the property to effect improvements therein and the tenant shall not cause any obstruction for the same.

14. The landlord shall retain the original of this agreement and the tenant shall retain its duplicate.

WITNESS WHEREOF _____, the landlord and _____, the tenant have affixed their signatures on the _____ .

_____ (Landlord) _____ (Tenant)

Witnesses:

- 1.
- 2.

LEASE OF FURNISHED HOUSE FOR RESIDENTIAL PURPOSE

THIS LEASE made at the day of, 20....,

Between

....., son of resident of (hereinafter called 'the LANDLORD')
of the ONE PART

And

....., son of resident of (hereinafter called 'the TENANT')
of the OTHER PART.

WHEREAS the Landlord is absolutely seized and possessed of or otherwise well and sufficiently entitled to the furnished dwelling house described in the Schedule hereunder written.

AND WHEREAS at the request of the tenant, the Landlord has agreed to let the said furnished dwelling house to the tenant for a term of years in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the rent hereby reserved and of the terms and conditions, covenants and agreements herein contained and on the part of the tenant to be observed and performed, the Landlord doth hereby demise unto the tenant all that the furnished dwelling house bearing Municipal No..... Road, City, described in the First Schedule hereunder written with fixtures, fittings and appurtenances TOGETHER WITH the furniture and effects mentioned in Second Schedule, TO HOLD the same unto the tenant for a term of years commencing from the 1st day of, 20..., but subject to the earlier determination of this demise as hereinafter provided and paying therefor during the said term the monthly rent of Rs. free and clear of all deductions in advance on or before 5th day of each and every calendar month, the first of such monthly rent shall be paid on the 5th day of and the subsequent to be paid on or before the 5th day of every succeeding month regularly.

2. The lessee hereby for himself, his heirs, executors, covenants administrators and assigns, agrees to the following covenants:
- (a) To pay the rent on the days and in the manner as aforesaid;
 - (b) To pay all rates, taxes, assessments, cess and outgoings whatsoever now or hereafter imposed or charged or payable to the State of Municipal Corporation local or any other authority, upon the said dwelling house or any part thereof;
 - (c) To repair and keep the interior of the dwelling house, fixture, fittings, sanitary and water apparatuses therein in tenantable condition throughout the term;
 - (d) To keep the furniture clean and in good repair order and preservation and to make good the damages thereto;
 - (e) To allow the landlord and his agents at all reasonable times to enter upon and examine the condition of the dwelling house and the furniture;
 - (f) If the landlord finds that any repair is necessary to the dwelling house and/or furniture, he shall serve upon the tenant a notice in writing to carry out the repairs in the dwelling house or furniture and the tenant shall carry out the repairs within one month after the service of such a notice;
 - (g) To insure the dwelling house and furniture against loss or damage by fire with an insurance company approved in writing by lessor for an amount which shall not be less than Rs..... unless otherwise agreed to in writing between the parties;
 - (h) Not to underlet, assign or part with the possession of the dwelling house and furniture or any part thereof;
 - (i) To use the dwelling house for the purpose of private residence only;
 - (j) To replace all broken fittings, fixtures, sanitary and water apparatuses by equally good or better substitutes;
 - (k) To keep and maintain the premises clean, tidy, healthy, wind and watertight in all seasons;
 - (l) To permit the Landlord during the one month immediately preceding the determination of the term to affix a notice for re-letting the same and to permit during the said one month the dwelling house and the furniture to be viewed at any reasonable times by any prospective tenants;
 - (m) On the expiration or earlier determination of the lease to deliver peaceful and vacant possession of the dwelling house and furniture in its entirety together with all improvements, if any done thereto without any claim for compensation on that account.
3. The Lessor hereby agrees to the following covenants:
- (a) The tenant paying the rents and observing and performing the conditions and covenants herein contained, shall quietly and peaceably hold, possess and enjoy the said dwelling house during the said term without any interruption and disturbance by the Landlord or any person claiming under or in trust for him.
 - (b) To keep all the external parts of the dwelling house in tenantable repair.
4. It is hereby agreed between the parties as follows:
- (a) If the monthly rent or any part thereof payable in the manner hereinbefore mentioned shall be in arrears for a period of three months or if any of the covenants and stipulations herein contained and on the part of the tenant to be observed and performed shall not be so observed and performed by the tenant, then in such event the Landlord or any person

or persons duly authorised by him in that behalf at any time may terminate the tenancy and may enter into and upon the dwelling house provided that the tenancy shall not be terminated and no re-entry shall be made under the foregoing power, unless and until the Landlord shall have given to the tenant a notice in writing specifying the arrears of rent which is required to be paid or specifying the covenants and conditions or stipulations which require to be complied with or carried out and the tenant has failed to pay the arrears of rent or comply with or carry out the same within one month from the date of the receipt of such notice.

(b) If at any time the dwelling house or the furniture or any part thereof shall be rendered unfit for occupation or use by reason of any damage; not due to default of the tenant, the landlord shall reinstate the same at his own expenses and with all convenient speed.

5. Until the Landlord and the tenant shall otherwise advise each other in writing, their addresses for service of all notices and other communications shall be as under:

(a) For the Landlord:

(b) For the Tenant:

6. This Lease Deed shall be executed in duplicate. The original shall be retained by the Landlord and the duplicate by the tenant.

7. The stamp duty and all other expenses in respect of this Lease Deed and duplicate thereof shall be borne and paid by the tenant.

IN WITNESS WHEREOF, the Landlord and the tenant have put their respective hands on the original and duplicate thereof the day, month and year first hereinabove written.

The First Schedule above referred to:
(Description of the dwelling house)

The Second Schedule above referred to
(List of furniture and effects)

Signed and delivered by the within named Landlord

Signed and delivered by the within named Tenant

WITNESSES;

- 1.
- 2.

DEED OF SURRENDER OF LEASE

THIS DEED of Surrender is made at the..... day of, 20__,

BETWEEN

....., son of resident of (hereinafter called "The LESSEE") of the ONE PART

And

....., son of resident of
(hereinafter called "The LESSOR") of the OTHER PART.

WHEREAS by a Deed of Lease made at on day of, between the Lessor of the ONE PART and the Lessee of the OTHER PART (which lease deed has been registered with the Sub-Registrar of at on the th day of, as Document No. in Book No. Volume No. at pages No..... to and is hereinafter called the Lease Deed), the Lessor demised unto the Lessee the land and premises described in the Schedule to the said Lease Deed (being the same as described in the Schedule hereunder written), hereinafter called the "demised premises" for a period of years commencing from at a monthly rent of Rs.on the terms and conditions as set out in the said Lease Deed.

AND WHEREAS the lessor proposes to develop the demised premises by constructing buildings thereon consisting of flats and then to sell the said flats to the prospective flat purchasers on ownership basis and has requested the Lessee to surrender the demised premises, which the lessee has agreed to do so in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH THAT in pursuance of the said agreement and in consideration of the sum of Rs. (Rupees), (the receipt whereof the Lessee hereby acknowledges), the Lessee as beneficial owner hereby surrender and assign and quit claim to the demised premises demised by the said Lease Deed unto and to the use of the Lessor TO HOLD the demised premises unto the Lessor for all the unexpired lease term and interest created by the said lease deed TO the intent that the same terms and interests may merge and be extinguished in the reversion which was immediately expectant thereon before the execution of this deed AND THE LESSEE hereby covenants and declares that he has not done any Covenants act, deed or thing whereby or by means whereof he is in any way prevented from surrendering the demised premises from the said lease.

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands the day and year first hereinabove written.

Schedule

Signed and delivered by the within named lessee

Signed and delivered by the within named lessor

WITNESSES:

- 1.
- 2.

Received from the Lessor a sum of Rs..... (Rupees.....) only being the full consideration payable to me under these presents.

I say received.
(.....)

Lessee

WITNESSES;

- 1.
- 2.

5. LEAVE AND LICENCE:

Licence is a grant of a right to do something upon an immovable without creating interest in the property. A Licence is defined under Sec.52 of the Indian Easements Act, 1882, which reads as under: "Where one person grants to another, or to a definite number of other persons, right to do, or continue to do, in or upon the immovable property of the grantor, something which would, in the absence of such right be unlawful and such right does not amount to an easement or an interest in property, the right is called Licence". The essential distinction between a Lease and a Licence is that in a Lease, there is transfer of interest in the property while in the case of licence, there is no such transfer although the licensee acquires only a personal right to occupy the property.

LEAVE AND LICENCE AGREEMENT

THIS AGREEMENT OF LEAVE AND LICENCE made at ----- thisday of -----
BETWEEN

_____ of -----, hereinafter called "the Licensors" (which expression shall unless it be repugnant to the context or meaning thereof mean and include her respective heirs executors and administrators) of the One Part .

AND

_____, a company incorporated and registered under the laws prevailing in India and having its Registered Office at _____ hereinafter called "the Licensee" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns) of the Other Part :

WHEREAS the Licensors are the sole directors of the company _____ which owns the office at _____

AND WHEREAS the Licensors are thus the absolute owners of the said office and accordingly absolutely entitled to use, occupy, possess and enjoy the said premises: AND WHEREAS the Licensee has approached the Licensors and has requested the Licensors to let out to it, the Licensee, the said premises on leave and licence basis, which the Licensors have agreed to do on certain terms and conditions mutually agreed upon by and between them : AND WHEREAS the parties hereto are desirous of recording the said terms and conditions :

NOW THIS AGREEMENT TO LEAVE AND LICENCE WITNESSETH AND IT IS HEREBY AGREED BY AND THE PARTIES HERETO as under: -

1. The Licensors shall grant unto the Licensee and the Licensee hereby accepts from the Licensors a licence to use and occupy the office premises bearing No. ____ on the ____ floor of the building known as _____, save and except one cabin in the said premises (hereinafter called "the licensed premises") situate lying and being at (_____ road) on leave and license basis.
2. The duration of the licence hereby granted shall be for a period of two years only commencing from the date the Licensors puts the Licensee in possession of the licensed premises.
3. In consideration of the Licensors permitting the Licensee to use and occupy the licensed premises on leave and licence basis, the Licensee shall pay to the Licensors a sum of Rs. _____ /- (Rupees _____ only) per month as and by way of licence fee and/or compensation for the use and enjoyment of the licensed premises for the said period of two years. However, the Licensee shall pay to the Licensors the licence fee and/or compensation for the entire period of the licence amounting to Rs. _____ in advance simultaneously with the execution of this Agreement. The said licence fee shall be deemed to be standard licence fee or compensation payable in respect of the said premises. If the Licensee challenges the said licence fee payable in respect to the said premises as not being standard licence fee or compensation before any Court of or Forum, then and in that event, this Agreement shall come to an end and the Licensee shall forthwith quit, vacate and hand over quiet, vacant and peaceful possession of the said premises.
4. In addition to the aforesaid payment of the said sum of Rs. _____ (Rupees _____ only) per month, the Licensee shall also be bound and liable to pay directly electricity charges for the electricity consumed in the licensed premises as per the separate meter installed for the purpose.
5. The Licensee hereby covenants with the Licensors as under:
 - (a) To pay to the Licensors the licence fee and/or compensation payable under this Agreement at the time and in the manner provided hereinabove without any deduction and without challenging the same in any court of law or forum as not being standard licence fee and/or compensation payable in respect of the licensed premises;
 - (b) To bear and pay electricity charges for the electricity consumed in the licensed premises;
 - (c) All telephone and fax and other charges are actually used by the Licensee and bills are received from -----.
 - (d) To use the licensed premises for the purpose of office purpose only and for no other purpose;
 - (e) To keep the licensed premises in good and tenantable order and condition (reasonable wear and tear excepted);
 - (f) To hand over to the Licensors the possession of the said premises in the same order and condition as it was when the Licensee is put in possession of the Licensed premises but subject to what is stated hereinafter;
 - (g) Not to hold the Licensors responsible for or liable for any loss or damage suffered by the Licensee on account of any theft, fire or other destruction caused to or in the said premises or to any property brought by the Licensee in the said premises or by any act or omission on the part of the occupants of the other premises or to their servants or agents or visitors;

- (h) Not to sub-let or give on leave and licence basis or on any other basis the said premises or any part portion thereof nor the Licensee permit any one to use and occupy the said premises or any part or portion thereof;
- (i) Not to damage in any way the walls, partition, walls, flooring and ceiling of the said premises or any of the Licensors fixtures, fittings and articles installed lying and being in the said premises and to keep the same in good order and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted);
- (j) Not to paint, affix or exhibit any name, sign, symbol or graph or writing or anything upon or outside the said premises save and except that the Licensee an it shall be at liberty to put the name board or name plate of itself on the outer wall of the said premises to indicate the location and address of the Licensee;
- (k) The Licensee shall not carry out any work of structural alteration in or about the said premises or any portion thereof.
- (l) To make good to the Licensors any loss or damage that may be caused to the said premises or any other fittings, fixtures, articles or property of the Licensors therein as a result of negligence on the part of the Licensee, its servants employees agents customers visitors and/or other persons calling at the said premises in connection with the business of the Licensee or otherwise howsoever and such loss or damage shall be ascertained by the Licensors and be binding on the Licensee;
- (m) Not to do or permit to be done upon the said premises anything which may be or become a nuisance to the Licensors or other occupants of the said building " _____ " or any of the neighboring building;
- (n) Not to bring in or to store in the said premises any combustible materials or otherwise dangerous things that may imperil the safety of the building or may increase the premium of insurance of the building or vender void the insurance;
- (o) To perform and observe strictly the provisions hereof and also the provisions of law of the country for the time being and from time to time in force and also the rules and regulations any bye-laws of the society and/or the terms laid down by the builder and which may for the time being and from time to time be in force;
- (p) The Licensee shall be in possession of the licensed premises except one cabin and the juridical possession shall remain with the Licensors;
- (q) To indemnify the Licensors against any loss or damage that may be suffered as a result of breach of any of the provisions herein contained or otherwise due to any act or conduct of the Licensee its staff, employees, servants and agents to the said premises.
- (r) To remove itself from the said premises and all its staff and employees and all its belongings and to restore the said premises to its original condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted) Provided However that if the Licensee has carried out any additions and alternations to the said premises which are of a permanent or semi-permanent nature or if the Licensee has brought and installed any furniture fixtures and fittings in the said premises, the Licensee shall and at the time of the determination or earlier termination of the licence hereby granted remove the same from the said premises.

6. The Licensors hereby covenants with the Licensee as follows:-
 - (a) To observe and perform all the terms and conditions and stipulations of all documents under which the Licensors derive title to the office premises ;
 - (b) To permit the Licensee to use and occupy the licensed premises without any hindrance or obstruction of any nature whatsoever as long as the Licensee pays the licence fee and or compensation as hereinabove provided and observes and performs all the terms, conditions and covenants contained;
 - (c) To permit the Licensee to install further furniture and fixtures in the licensed premises in order to suit to its purpose;
 - (d) To permit the Licensee to carry out all the requisite repairs to the licensed premises provided however that the Licensee obtains the consent in writing from the Licensors;
 - (e) To comply with the conditions laid down by the owners and to indemnify the Licensee and keep the Licensee indemnified from and against any breach;
 - (f) Not to create charge mortgage or encumbrance in respect of the said premises or any part of portion thereof;
 - (g) Not to sell, transfer or assign the Licensor's ownership rights in respect of the licensed premises to any person or party so as to adversely affect the rights of the Licensee to the licensed premises and the Licensee's right to purchase the licensed premises as hereinafter provided.
 - (h) To insure and keep insured the said premises except in case where the insurance has been taken out by the society;
7. If at any time during the said term the said premises are damaged or destroyed by fire, storm, flood, tempest, earthquake, enemies, war, riot, civil commotion or any other irresistible force, act beyond the control of the Licensee or act of God so as to make the same unfit for use, occupation as office, then in that event the Licence hereby created shall forthwith stand terminated and the Licensors shall refund to the Licensee the advance rent paid by the Licensee to the Licensors for the unexpired period of the licence.
8. On expiry or sooner determination of this Licence, the Licensee shall remove its employees and servants and all its belongings, chattels, articles and things from the said premises and shall not claim any alternate accommodation and shall hand over vacant possession of the premises to the Licensors.
9. The Licensee shall permit the Licensors and their agents at all times to enter upon the said premises in order to view, survey and examine the state and condition of the said premises.
10. It is the express intention of the parties hereto that the Agreement shall be a mere Licence, the use and occupation by the Licensee being restricted for the purpose of using the said premises on the terms and conditions contained in the licence.
11. It is hereby agreed by and between the parties hereto that in case if any of the terms and conditions herein contained shall not be observed or performed, then in that event, the Licensors shall give notice in writing to the Licensee calling upon the Licensee to rectify and/or remedy the breach and in case if the Licensee fails to remedy the breach within a period of four weeks from the date of the receipt of the notice in writing in that behalf from the Licensors, then in that event, the Licensors shall be entitled to terminate this Agreement and enter upon the licensed premises and take possession of the licensed premises. Provided further that before taking possession of the licensed premises if the licensee remedies the breach, then in that event, the Licensors, shall not be entitled to invoke the power given under this Agreement and take possession of the licensed premises.

12. In the event of the Licensee failing to hand over to the Licensors possession of the licensed premises on the expiry or sooner determination of the licence hereby granted as hereinabove provided and continues to remain in occupation and possession of the licensed premises, then in that event, notwithstanding the right conferred upon the Licensors, the Licensors shall take such steps as may be advised to take physical possession of the licensed premises. The Licensors shall also be entitled to charge the Licensee compensation for the use and occupation of the licensed premises at the rate of Rs. _____ per day, which the Licensee agrees and undertakes to pay.
13. The Licensors hereby represent and declare that;
- (a) The Licensors are absolutely entitled to the licensed premises;
 - (b) The Licensors have not created any charge or encumbrance of whatsoever nature on the said licensed premises nor have they created any tenancy or leave and licence or any right in favour of any one in respect of the licensed premises nor shall they create or purport to create any such charge or encumbrance hereafter;
 - (c) The Licensors have not entered into any Agreement for sale of the licensed premises in favour of any person or party;
 - (d) The Licensors has not committed breach of any of the rules regulations.
14. Any notice required to be given hereunder shall be sufficiently served on the Licensors, if forwarded by Registered Post Acknowledgement Due to the Licensors aforementioned address and on the Licensee if forwarded by Registered Post Acknowledgement Due to the Licensee's aforementioned Office in ----- and notice sent by post as aforesaid shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

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

SIGNED SEALED AND DELIVERED)

by the within named Licensors _____)

in the presence of .. _____)

SIGNED SEALED AND DELIVERED)

by the within named Licensee _____)

_____)

by the hand of its duly authorised representative)

MR. _____)

in the presence of .. _____)

6. PARTNERSHIP DEED:

A partnership is defined as a relation between two or more persons who have agreed to share the profits of a business carried on by all of them or any one of them acting for all. The owners of a partnership business are individually known as the "partners" and collectively as the "firm". Partnerships are governed by the Indian Partnership Act, 1932. Apart from this, the general law of contracts, as contained in the Indian Contract Act 1872 also applies to Partnership Firms in India

PARTNERSHIP DEED

This DEED OF PARTNERSHIP made this _____ day of _____
Between

hereinafter called the partners of the First part and Second Part respectively.

AND

A company registered under the provisions of the Companies Act 1956 and having its registered office at _____

hereinafter called the party of Third part.

WHEREAS the Parties of First and Second Part by virtue of their partnership deed dated _____ have been carrying on the business of manufacturing and marketing _____ etc. under the name and style of _____ with factories at _____ under the same name and style.

AND WHEREAS the Party of Third Part Viz. the company is formed with the objects of manufacturing, dealing and marketing in _____ etc.

AND WHEREAS the Party of the Second Part has expressed its desire and willingness through the director _____ to enter into Partnership and parties First, Second part have mutually decided that the Party of the third Part shall be taken as Partner.

AND WHEREAS it is deemed necessary and desirable that a regular Deed of Partnership be reduced in writing and executed on the terms and conditions mentioned hereunder.

NOW THIS DEED WINTESSETH AS UNDER: -

1. The Partnership shall come into effect from _____ and shall be for an indefinite period unless it is determined.
2. That the name and style of the Partnership firm hereby formed shall be _____ with factories at _____ under the same names and style or with branch or branches at such place(s) as the parties may mutually decide.
3. That the business of the Partnership Firm hereby formed shall be that of manufacturing and marketing of _____ as hereto before. The parties may, however, with their mutual consent embark upon a new line or lines of business and may open branch or branches or new factory.
4. That the amount standing to the credit of the personal accounts of the Parties of First and Second Part in the books of above firm as on _____ shall be treated as

contribution by them to the capital of the Partnership and the Party of the Third Part shall bring Rs _____ as his share towards the capital of the firm.

5. That further finance required for the purpose of business of the firm shall be contributed by the parties in such rate as may be mutually agreed upon. Interest at the rate of _____% or at a rate as may be mutually agreed upon between the parties from time to time shall be allowed on the capital standing to his/her credit for the time being in the books of the partnership.
6. That the regular accounts books shall be kept in due course of business in which shall be faithfully recorded all the transactions enter into by the firm and such books shall be closed on _____ or/on any other convenient or auspicious day as may be mutually agreed upon between the parties hereto from time to time.
7. That on closing the account books in the aforesaid manner, a regular profit & Loss Account shall be prepared and a balance sheet shall be drawn up.
8. That the Profits & Losses shall be divided between and borne by parties hereto in the following proportions:
Partner..... % of share in Profits and Losses
9. That the partners will be paid a Salary of Rs. _____/- per month for the services rendered and they will also be entitled to a bonus @ _____% on their salary.
10. That all the assets and liabilities of the firm as on _____ tangible or otherwise, would be taken over by the Partnership at its book value and shall be deemed to be assets and liabilities of this Partnership and all the Parties hereto will have equal rights/liabilities thereon.
11. That all rights of the firm as on _____ namely licences, Trademarks, VAT registration, Telephone connections, Tenancy rights, Lease rights, Ownership right etc. shall be deemed to be the rights of the partnership and all the parties hereto will have equal rights/liabilities thereon.
12. That each partner shall: -
 - (a) Diligently attend to the business of the Partnership and devote his/her necessary time and attention thereto.
 - (b) Punctually pay her/his separate debts and indemnify the other partner and the Assets of the firm against the same and all expenses therefore.
 - (c) Upon every reasonable request inform the other Partner of all letters, accounts, writings and such other things which shall come to her/his hands or knowledge concerning the business of the Partnership.
13. That neither Partner shall without the consent of the others: -
 - (a) Lend any of the money or deliver upon credit any of the goods of the firm to any person or persons whom the other Partners shall have previously in writing forbidden her/him to trust.
 - (b) Raise or advance any loan in the name of or on behalf of the firm.
 - (c) Assign, charge or transfer her/his shares in assets or profits of the firm.
14. That the account in the name of the firm _____ shall be opened with the Banks or bankers as the Parties may mutually decide and the same shall be operated upon by the Parties hereto singly.

15. That any partner may retire from the Partnership firm, hereby formed by giving ____ months notice in writing to the others but none shall leave the firm until or unless all the pending commitments are carried out, liabilities paid off, assets realized and accounts are rendered fully and settled finally to the entire satisfaction of each of the parties hereto.
16. That the parties hereto may, however, with their mutual consent pay remuneration to any of the parties hereto at a rate that may be mutually agreed upon between them from time to time. They shall be at liberty to increase or decrease such rate of remuneration with their consent from time to time.
17. That in the event of death or retirement of any of the parties hereto the partnership firm hereby formed shall not dissolve, but shall continue. The legal heir or the representative of the deceased shall step into her/his shoes.
18. That upon the dissolution of the partnership in any event not hereinafter provided for the said business, the assets, goodwill and liabilities thereof should absolutely vest on any one partner mutually decided by the parties to the partnership.
19. That it will always remain open to the parties hereto to amend, annul or change any term or terms of this Deed of Partnership in the course of its business and in that event of amending, annulling or changing any term or terms of this deed of Partnership no fresh deed shall be required to be executed.
20. That without prejudice to the above terms and conditions the parties hereto in all other matters shall be governed by the provisions of Indian Partnership Act, 1932.
21. That all the disputes or differences arising out of it and connected with the Partnership shall be referred to the arbitrator in accordance with the Indian Arbitration Act.

IN WITNESS WHEREOF, the parties of the first and Second parts here have put their respective hands on this DEED OF PARTNERSHIP on the day, month and year first mentioned above.

IN WITNESSES WHEREOF, the common seal of the Third Partner ----- in pursuance to the resolution passed in that behalf on ----- here into affixed in the presence of ----- and signed these presents in token thereof in the presence of the Witnesses.

WITNESSESS:

- 1.
- 2.
- 3.

Partners

7. TRUST DEED:

The instrument by which the trust is declared is called instrument of Trust, and is generally known as Trust Deed. A written trust-deed is always desirable, even if not required statutorily.

DEED OF TRUST

THIS DEED OF TRUST executed at _____ on this _____ day of _____ 20 _____,

BETWEEN

_____ (Party of the first part) hereinafter called
"SETTLOR" OF THE ONE PART

AND

1. _____ S/O. _____, residing at _____ &
2. _____ S/O. _____, residing at _____ &
3. SMT. W/O SHRI. , of _____

(Hereinafter called " The Trustees" which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivors or survivor of them and the trustees or trustee for the time being of these presents and their heirs, executors and administrators of the last surviving trustee, their or his assignees) of the other part;

WHEREAS the SETTLOR is possessed of the sum of Rs. _____/- (Rs. _____) only and assets and properties mentioned in the Schedule hereunder as his absolute property and he is desirous of creating a Religious/ Charitable/Educational Trust for the benefit of the humanity at large.

AND WHEREAS each of the parties hereto of the "Other Part" has individually and jointly has agreed to act as Trustees of the Trust, proposed by the party of the first part.

AND WHEREAS nothing contained in this deed shall be deemed to authorize the trustees to do any act which may in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public at large, without any profit motive and in accordance with the provisions of the Income Tax Act, 1961.

AND WHEREAS the trust is hereby expressly declared to be a public charitable trust and all the provisions of this deed are to be constituted accordingly.

NOW THIS DEED OF TRUST WITNESSTH AS FOLLOWS:

1. Settlement:

The party of the first part, the SETTLOR, does hereby settle the sum of Rs. _____ /- (Rs. _____ only) in Trust, with the name and for the objects hereinafter stated, by delivering the said amount in cash which the party of the other part, the Trustees, have

accepted the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers and obligations as provided hereinafter.

2. Name:

The name of the Trust shall be "_____".

3. Place:

The principal office of the Trust shall be situated at _____. The Trust may also carry on its work at any other place or places, as decided by the Trustees.

4. Objects:

The objects of the Trust are -

- (a) Educational – to run, maintain or assist any educational or other institution for coaching, guidance, counselling or vocational training or to grant individual scholarships for poor, deserving and needy students for elementary and higher education.
- (b) Medical – to run, maintain or assist any medical institution, nursing home or clinics or to grant assistance to needy and indigent persons for meeting the cost of medical treatment.
- (c) Relief of the poor – to give financial or other assistance in kind by way of distribution of books, notebooks, cloths, uniforms, or meals for the poor and indigent and to the persons suffer due to natural calamities.
- (d) Old age and Physically challenged - Establishment, conduct, maintenance of old age homes, homes for physically challenged men, women and children and persons with similar disabilities and also for granting financial assistance to institutions performing similar activities.
- (e) Other objects of general public utility –
 - (i) to acquire property for the sole use of the public by making it available for public purposes, for example - a library, clinic, crèche or a community hall to be available for public use as training classes, seminars, discourses and other public functions for benefit of the community in general.
 - (ii) to undertake any other activity incidental to the above activities but which are not inconsistent with the above objects.

The TRUSTEES do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the TRUSTEES from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out above with and subject to the provisions and conditions hereinafter contained in these presents.

5. Beneficiaries:

The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.

6. Properties:

The Trust properties shall consist of

- (a) The amount Transferred by the SETTLOR as mentioned above, towards the Corpus fund of the Trust.
- (b) The immovable properties and other assets transferred by SETTLOR as mentioned above.
- (c) Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable
- (d) All additions and accretions to the Trust properties and the income there from
- (e) All donations, gifts, legacies or grants, in cash or kind accepted by the Trustees upon Trust. The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

7. Funds:

The Trustees may accept donations, grants, subscriptions, aids or contributions from any person, Government, Local authorities or any other charitable institutions, in cash or in kind including immovable property without any encumbrance, but the Trustees shall not accept any receipt with any condition or terms inconsistent with the objects of the Trust. While applying such receipts to the objects, the Trustees shall respect the directions, if any, by the granter. Any receipt with specific direction to treat the same as part of the corpus of the Trust or separate fund shall be funded accordingly.

8. Investments:

- (a) All monies, which will not be immediately required for current needs shall be invested by the Trustees in eligible securities and investments, or in banks. Such investments shall be in the name of the Trust.
- (b) That the trustees shall invest the trust fund, carry on any business with the trust fund and/or enter into partnership on behalf of the trust, as they may deem fit.
- (c) That the trustees shall manage the trust fund and investments thereof as a prudent man would do the same. They shall recover all outstanding and meet all recurring and other expenses incurred in the upkeep or management thereof.
- (d) That the trustees shall receive and hold the income of the trust on behalf of and for the benefit of the beneficiaries under the trust.

9. Number of Trustees and their Term:

The Trust will be managed by a Board of Trustees consisting of not less than 2 trustees and not more than 9 trustees. The parties of the Other Part will be First Trustees and they shall automatically form the Board of Trustees.

The first Managing Trustee shall be the SETTLOR and he will hold office for his life time. After the demise or relinquishment of office of the Managing Trustee or in the event of the first Managing Trustee failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as Managing Trustee.

The term of office of First Trustees shall be for their respective lives. The Board of Trustees shall have the power to increase the total number of Trustees upto the maximum number stated above and fix their term as per provisions contained herein.

Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving two months notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee shall cease to be a Trustee of these presents.

Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

The Trustees who are not First Managing Trustee or First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as

Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

The Managing Trustee shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying himself on enquiry and such action of the Managing Trustee shall be final.

The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining

Trustees shall act as "Full Board", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

10. Administration of Trust and Power of Board

The Board of Trustees shall have power to:

- (a) To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
- (b) The income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Settlor or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.
- (c) To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.
- (d) To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.
- (e) To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration. However any sale or alienation of immovable properties of the trust can be done only after obtaining the prior approval of the appropriate authorities.

- (f) To execute Power of Attorney or Powers of Attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some objects of the Trust.
- (g) To borrow money with or without security and to repay the same.
- (h) To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
- (i) To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
- (j) To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
- (k) To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
- (l) The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
- (m) No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.
- (n) The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.
- (o) The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.
- (p) For the management and administration of the Trust, the Trustees shall elect one amongst themselves for each of the offices of Vice President, Secretary and Treasurer. The term of office for Vice President, Secretary and Treasurer shall be for a period of one year from their date of appointment and they may be re-elected for further terms. No Trustee including the Managing Trustee shall hold more than one of the above offices at the same time. The persons holding these offices of Vice President, Secretary and Treasurer shall be under the administrative guidance and supervision of the Managing Trustee and will report to him directly.

11. Roles and Responsibilities:

The Roles, Responsibilities and powers of all the officers are detailed below. In addition to these, the Managing Trustee may grant additional roles, responsibilities and powers to any of the Trustees.

(a) Managing Trustee –

The Managing Trustee shall preside over the meeting of the Board of Trustees. The Managing Trustee is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees. The

Managing Trustee shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents. The Managing Trustee is authorized to sign along with the Treasurer, bank cheques, deposit release vouchers etc. The Managing Trustee is empowered to remove any Trustee from the Trust and its offices, if he finds that his/her activities are not congenial to the activities of the Trust. The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his influence to promote the activities of the Trust.

(b) Vice President –

The Vice President shall discharge the duties of the Managing Trustee, in the absence of the Managing Trustee of the Trust and shall have the power and authority delegated and assigned to him/her by the Managing Trustee.

(c) Secretary

The Secretary shall maintain the records of the trust, prepare and circulate agenda for Board of Trustees' meeting for the approval of the Managing Trustee and also prepare the minutes of the Board meeting. The Secretary shall be also responsible for the day to day administrative activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the Managing Trustee, Vice President and/or the Treasurer wherever necessary. He/she will be responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

(d) Treasurer

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval. The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the Managing Trustee and draw money from the bank, upto the limits defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

12. Meeting of the Board of Trustees:

The Board of Trustees should meet atleast once in every calendar quarter and may meet more often when required.

- (a) The meeting of Board of Trustees shall be convened by the Managing Trustee and he shall preside over the meetings. In his absence, the Managing Trustee may authorize the Vice President to be the Chairman of such meetings. In the event the Managing Trustee or Vice President are not able to attend the meeting already convened, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.

- (b) One half of the Board of Trustees or a minimum of two trustees, whichever is higher, shall constitute the Quorum for the Board of Trustee meetings.
- (c) All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.
- (d) Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.
- (e) The meeting of the Board shall be conveyed after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.
- (f) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled to vote in the meetings of the Board.

13. Bank Account:

All income, subscription and pecuniary donations for the general purposes of the Trust and the income, investments and all other money from time to time forming part of the general revenue of the Trust shall on the same being received be paid into a bank account with any scheduled bank for the purpose of the Trust. The bank accounts shall be operated by the Managing Trustee along with any one of the remaining Trustees. One or more Bank Accounts may be opened in any Bank and/or Banks in the name of the Trust.

14. Accounts And Audit:

The financial year of the Trust shall be from 1st April to 31st March of the following year, unless otherwise decided by the Board of Trustees. The Trustee shall maintain proper books of account of all the assets, liabilities and income and expenditure of the Trust and shall prepare an Income and Expenditure Account and Balance Sheet for every year as on the last day of March. The accounts of the Trust shall be annually audited by a Chartered Accountant or a firm of Chartered Accountants who shall be appointed for that purpose by the Trustees and the audited accounts shall be placed at a meeting of the Trustees, which shall be held before the end of the succeeding year.

15. Irrevocable:

This Trust is declared irrevocable.

16. Amendments:

While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust. The First Managing Trustee and First Trustees may do so, at a duly convened meeting of the Board with at least two weeks' notice, and by a resolution passed by atleast three-fourth majority of the Board of Trustees present and voting. The amendments to the Trust deed can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation. If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the Commissioner of Income Tax and these shall be read together with the main Trust deed.

17. Amalgamation:

The trustees may amalgamate the Trust with another Charitable Trust or Institution having similar objects with prior permission of the Charity Commissioner/Court/any other law as may be applicable for the time being.

18. Settlor and their Relatives:

Notwithstanding the powers vested with the Trustees, no part of the income of the Trust shall benefit directly or indirectly the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

- (a) SETTLOR, Managing Trustee, Trustees or any person who makes a substantial contribution to the Trust or of any relative of the SETTLOR, Managing Trustee, Trustees or the person who makes a substantial contribution.
- (b) Any "related concern" in which any of the above persons has substantial interest.
- (c) For the purpose of this clause, the word "relative" and the phrases "related concern", "substantial interest" and "substantial contribution" shall have the meanings assigned to them in the Income Tax Act, 1961.

19. Applicability Of Trust Act:

The provisions of the Indian Trust Act, 1882 (or any other applicable state specific trust Act) shall apply to all matters not specifically mentioned in these presents.

20. Dissolution:

In the event of dissolution or winding up of the Trust the assets remaining as on the date of dissolution shall under no circumstances be distributed amongst the Trustees but the same shall be transferred to some other similar Trust/Organisation whose objects are similar to those of this Trust with the permission of the Charity Commissioner / Court / any other law as may be applicable for the time being. The Trustees shall be indemnified against all losses and liabilities incurred by them in the execution of the Trust and shall have a lien over the funds and properties of the Trust for such indemnity.

SCHEDULE

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund and the immovable properties, donated by the SETTLOR, as described in the Schedule below:

- 1. Cash contribution to the Corpus Fund of the Trust of Rupees ----- (Rupees -----
----- only)
- 2. Properties of -----
- 3. Assets of -----

IN WITNESS WHEREOF, The Parties hereunto have signed and delivered the presents on the day and year first hereinabove written.

SETTLOR

WITNESS: 1. TRUSTEE _____

1. 2. TRUSTEE _____

2. 3. TRUSTEE _____

8. BONDS

A bond is a formal contract to repay borrowed money with interest at fixed intervals. According to Sec.2(5) of the Indian Stamp Act, 1899, "Bond" includes –

- (a) Any instrument whereby a person obliges himself to pay money to another, on condition that the obligation shall be void if a specified act is performed, or is not performed, as the case may be;
- (b) Any instrument attested by a witness and not payable to order or bearer, whereby a person obliges himself to pay money to another; and
- (c) Any instrument so attested, whereby a person obliges himself to deliver grain or other agricultural produce to another.

Registration of bond is not compulsory but if a bond by itself creates an interest in immovable property of the value of Rupees One Hundred and more, then its registration will be compulsory. Attestation of the bond should appear on the face of the instrument.

SIMPLE MONEY BOND

I (debtor) son of residing at hereby hold and firmly bind myself including my heirs, administrators, executors and assigns to, son of residing at for a sum of Rs..... (Rupees) only to be paid to the said, his heirs, executors, administrators or assigns, by these presents.

The condition of this bond is that, if the above mentioned, his heirs, executors or administrators do pay or cause to be paid to the said, his heirs, executors or administrators, the sum of Rs..... only with interest thereon at the rate of percent per annum on the day of, then the above written bond or obligation shall be void and of no effect otherwise the same shall remain in full force and value.

Signed and delivered by me at this day of

Witness Debtor

1.

2.

MONEY BOND WITH SURETY

This Bond is made on the day of between AB son of, residing at hereinafter called the DEBTOR and CD son of residing at hereinafter called the SURETY.

WHEREAS XY, son of, residing at has this day lent and advanced to AB a sum of Rs..... (Rupees) only at the request and on the assurance and guarantee of the said CD, the surety, as to its repayment personally with interest at % per annum in case of default on the part of AB.

NOW BY THIS BOND the said AB and CD, hereby and hereunder jointly and severally hold and bind themselves (including their respective heirs, executors, administrators, representatives) unto the said XY his heirs, executors, administrators, representatives and assigns for payment to him or them, the sum of Rs..... only on demand on or before the day of or by installments, with interest at the rate of percent per annum from the date hereof until such payment.

IN WRITTEN whereof, the said AB and CD have set and subscribed their respective hands on the day, month and year first above written.

In the presence of Signed, sealed and delivered

AB

CD

INDEMNITY BOND

This Deed of Indemnity made at on this day of 20... by

(1)..... Occupation

(2) Occupation

....., (wherever the context so admits or requires shall include their respective heirs, executors, administrators, representatives and assignees) of the one part; in favour of the..... (hereinafter referred to as the Board) of the other part.

Whereas , allottee of , is willing to get the allotment of the said house at his/her own in the name of and this transfer is a friendly transfer.

Whereas has agreed to transfer the allotment of in favour of

And whereas has asked the transferor to furnish deed of Indemnity from two independent persons of means for the transfer of the same.

NOW THIS DEED OF INDEMNITY WITNESSETH AS UNDER:-

- 1. That the said transfer which is being effected in the name of is a friendly transfer and in case would suffer any loss whatsoever on account of this transfer in the name of the transferee, we shall be liable to make good loss jointly as well as severally which may be sustained by the or its employees on account of this transfer out of our property both moveable and immoveable.

IN WITNESS WHEREOF the Indemnifiers have hereunto put their respective signatures the day and year first above written.

INDEMNIFIERS

Witness

- 1.
- 2.

9. PARTNERSHIP AGREEMENTS

When in a partnership, it is highly advisable to have a written partnership agreement. Apart from the basic partnership deed that defines the partners' obligations, there are several other partnership agreements that need to be drafted in the course of functioning of the partnership. Some of the specimen formats of other types of partnership agreements are given hereunder -

DEED OF DISSOLUTION

THIS DEED OF DISSOLUTION made and executed on the _____ Day of _____ 20-____ at _____ amongst the following parties:-

1. _____ S/o. _____ aged about _____ years R/o _____ of the PARTY OF THE FIRST PART (which expression shall mean and include, unless repugnant to the context or meaning thereof his heirs, legal representatives, executors, administrations and assigns.) hereinafter referred to as the CONTINUING PARTY.

AND

_____ S/o _____ aged about _____ years R/o _____ of the PARTY OF THE FOURTH PART (which expression shall mean and include, unless repugnant to the context or meaning thereof his heirs, legal representatives, executors, administrations and assigns.) hereinafter referred to as the RETIRING PARTY.

WHEREAS the hereto parties had been carrying on the business of _____ under the name & style of M/s _____ with its office at _____ in terms of a Deed of Partnership dated _____.

AND WHEREAS the hereto party of the _____ Part. _____ had expressed his desire to retire from the Partnership Firm due to his preoccupation in other works w.e.f. _____ day of _____ 20____, which has been accepted by the hereto continuing parties.

AND WHEREAS the partnership firm continued its business activities as stipulated above till the close of business hours on _____ day of _____ 20____ when the

aforesaid parties mutually decided to dissolve the firm because of lack of time being devoted for business by the hereto parties of the _____ Part who has opted to retire from the firm from the close of business hours as on _____ day of _____ 20__.

AND WHEREAS the hereto parties of the _____ Part are minors and this Dissolution Deed is being signed and executed by their respective guardian on their behalf.

AND WHEREAS the term _____ PARTY shall be referred to as the retiring party and the party of the other Parts shall be referred collectively to as the continuing parties.

AND WHEREAS the hereto retiring party shall have to be paid his capital contribution in the firm within a period of _____ months hereof which the hereto continuing parties have agreed to provide within the stipulated period.

AND WHEREAS it is considered expedient amongst the hereto parties to record all the terms and conditions of this dissolution interse the parties so that there are no possible misunderstandings in the future and also to bind the hereto parties.

AND WHEREAS the term hereto parties shall always be deemed to mean and include their respective legal heirs, assigns, executors administrators, representative, nominees and attorneys.

NOW THEREFORE THIS DISSOLUTION WITNESSED AS UNDER:-

1. THAT the partnership firm stands dissolved as on _____ day of _____ 20__ and the firm shall be deemed to have been dissolved as from the said date for all the intents and purposes.
2. THAT the assets and liabilities remaining as on _____ day of _____ 20__ have been time over by the hereto continuing parties who shall continue to run the Partnership Firm, along with themselves as Partners. They may invite any other person to join them as may be beneficial for the firm.
3. THAT the firm stands dissolved as on _____ w.e.f. _____ day of _____ 20__. The balance sheet of the firm has been drawn upto _____ day of _____ 20__ and all the parties have shared their liquid assets in their respective profit & loss sharing ratios.
4. THAT with a view to give full and complete effect to this dissolution the accounts of the late partnership have been properly looked into and checked by the hereto retiring parties and are now not open to any objections whatsoever by any of the hereto parties and the same are hereby specifically admitted to have been truly and correctly made.
5. THAT the continuing Party shall clear and pay as referred to in clause 3 above to the retiring parties within _____ months hereto failing which the continuing parties shall pay interest 12% p.a. on the amount due to the retiring party i.e.. _____.
6. THAT the hereto retiring parties shall not hereinafter collect any assets claims and/or dues of the said late partnership and in case they do so, the amount so collected shall immediately be handed over them to the hereto party of the continuing part, who shall further have the right to get indemnified for any act or action on the part of the hereto retiring parties.

- 7. THAT all the books of accounts, bills, vouchers and other documents belonging to the said late partnership have been taken possession off by the hereto parties of the continuing Parts and shall remain in this custody hereinafter. They shall be responsible for producing them before the Income-Tax and other Government Authorities for getting the assessments or matter finalized.
- 8. THAT the hereto retiring party undertakes to do and sign all such deeds, documents and other papers as may be called upon to do by the hereto continuing party in order to given completion to this dissolution.

IN WITNESS whereof the hereto parties have set their respective hands to these present on this day month and year mentioned above in the presence of the following witnesses:-

WITNESSES :

EXCUTANTS:

- 1.. _____
[Party of the Continuing Part]
- 2.. _____
[Party of the Continuing Part]
- 3. . _____
[Party of the Continuing Part]
- 4. . _____
[Retiring Party]

CO-OWNERSHIP AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____

BETWEEN

MR. _____ residing at _____ hereinafter referred to as "the party of the First Part" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors and assigns) of the First Part,

AND

MR. _____ residing at _____ hereinafter referred to as "the party of the Second Part" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors and assigns) of the Second Part;

WHEREAS under Deed of Conveyance dated _____ entered into at _____ the parties hereto purchased from one Mr. _____ the Flat no. _____ located at _____ more particularly specified in the Schedule hereunder written and hereinafter referred to as "the said property";

AND WHEREAS the parties hereto have agreed to hold the aforesaid property in co-ownership in unequal shares specified in this Agreement below as from the _____ day of _____, and terms and conditions herein mentioned;

NOW THIS AGREEMENT WITNESSETH as follows: -

1. The parties hereto shall hold the said property being flat no. _____ in building _____ the following shares:-

(i) Mr. _____ percent

(ii) Mr. _____ percent even though their contributions have not been in this proportion, in consideration of the time and effort spent by the party of the First Part in relation to the property and completion of the transaction.

2. The expenses and outgoings in respect of the aforesaid property and the rent, profits, income, capital gain or other benefits from the said property shall be borne or received and enjoyed by the parties hereto in the shares mentioned above.

3. It is hereby agreed that if the said property or part thereof is sold or otherwise disposed of, the gains or loss arising on such sale or the income or loss arising from the disposition shall be received or borne as the case may be by the parties hereto in the proportion of their shares mentioned above.

4. If either of the parties hereto wishes to dispose of his interest in the said property he shall in the first instance offer his share to the other party and if the other party declines in writing within 30 days the offer to acquire that portion such party shall be free to sell / his share or interest to any other person.

5. All the documents of title in respect of the said property shall be kept in the custody of the party of the First Part and the other party hereto shall always have access to the same.

THE SCHEDULE ABOVE REFERRED TO
(The description of the said flat)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove mentioned.

SIGNED AND DELIVERED by the within-
named Mr./Ms. _____

In the presence of
SIGNED AND DELIVERED by the within-named

(i) Mr./Ms. _____

(ii) Mr. /Ms. _____

In the presence of)

DEED OF PARTITION BETWEEN CO-OWNERS

Shri.....s/o.....r/o..... (hereinafter called the First Party), and Shri
s/o..... r/o (hereinafter called the Second Party) and
 Shri.....s/o.....r/o..... (hereinafter called the Third Party) do hereby
 execute this DEED OF PARTITION between themselves on this day of

WHEREAS the aforesaid parties are the co-owners in equal shares of the properties mentioned in the Schedules 1, 2, and 3 of this deed of partition.

WHEREAS the aforesaid properties were purchased by the aforesaid parties on.....from
 Shri..... s/o r/o vide sale-deed
 dated.....and registered on.....

AND WHEREAS the aforesaid parties have mutually agreed to divide the said properties amongst themselves in order to avoid any future dispute with regards to the said properties.

AND WHEREAS the aforesaid parties have agreed to assign the land comprising an area of.....bearing No..... situated at....., mentioned and mapped in Schedule 1 to first party and the land comprising an area of situated at.....bearing the No.....detailed in Scheduled 2 to this deed to second party and the land along with the trees standing thereon comprising an area of.....situated at.....bearing No.....detailed in Schedule 3 to this deed to the third party.

The aforesaid parties have also mutually agreed that the aforesaid parties become sole and absolute owners of the allotted properties.

AND WHEREAS the aforesaid parties have taken possession of the properties assigned to them as aforesaid.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That in consideration of the right title and interest made in accordance with the aforesaid terms of this deed and in accordance with the conditions hereinafter mentioned release and relinquish their interest in the properties allotted to other parties and each of the said parties hereby conveys to each other's party separately his right, title and interest therein so as to constitute each party to this deed the sole and absolute owner of demands of other thereto or concerning therewith, as from the date of this deed.
2. That the original deed of partition shall be retained by first party, at true copy thereof signed by each party has been delivered to the other said parties who shall be entitled to require production of the original from the first party before any Court or public office or Bank or Insurance Company etc. if so desired.
3. That the parties have agreed that all taxes and public charges in respect of the allotted properties shall be borne by the parties themselves.

- 4. That each party will execute such deed or do all other acts necessary which may be requisite for more effectually assuring the party so requiring and at his cost, in the manner required by law and appear before revenue or other authorities to have mutation effected in respect of the party assigned to the party concerned.
- 5. That the valuation of the entire property under this partition-deed is fixed at Rs._____.

IN WITNESS WHEREOF the aforesaid parties have signed this deed of partition on the day and year first before written.

Witnesses :

- 1.....
- 2.....

- Sd/-
- 1. First party
 - 2. Second party
 - 3. Third party

- Schedule-1
- Schedule-2
- Schedule-3

10. RELINQUISHMENT / RELEASE:

Relinquishment / release is one of the modes of transfer of property. By way of relinquishment deed, one or more joint owner can give up /relinquish /release his /their share in an immovable property to one or more joint owners. A release of rights in immovable property should be by a written deed and registered. Relinquishment of rights may be with consideration or without consideration.

RELINQUISHMENT DEED

This Deed of relinquishment is made and executed on this--- day of ----, 20---

by

_____ S/o _____ and. _____ Daughter of
 _____ residents of _____ hereinafter called
 "the EXECUTANTS/RELEASORS.

IN FAVOUR OF

_____ W/o _____ resident of _____
 hereinafter called the "RELEASEE".

WHEREAS _____ son of Shri. _____ resident
 of _____ was the absolute owner of Entire Second Floor of

Freehold Property bearing No. _____ built on Plot No. _____, in Block No. _____ Built on a plot of land measuring _____, situated at _____ by virtue of Gift Deed registered as document no. _____ in Add. _____ Book No. _____ Volume No. _____ on pages _____ to _____ dated _____, in the office of Sub-Registrar, _____ (hereinafter called the said portion of the said property).

AND WHEREAS the said _____ intestate died on _____ (Death Certificate enclosed) leaving behind the following legal heirs:-

SL. No. Names Age Relationship Address

1)

II)

III)

WHEREAS consequent upon the death of Shri _____ 1/3rd share each in the _____ of Freehold property bearing No. _____ built on Plot No. _____ In Block No. _____, built on a plot of land measuring _____, situated at _____, has devolved upon the above legal heirs.

NOW THIS DEED WITNESSETH AS UNDER :-

Pursuant to their wish, as mentioned above, the Executants/Releasors out of natural love and affection and without any monetary consideration, hereby wish to release and relinquish their _____ share each in the _____ of Freehold property bearing No. _____ built on Plot no. _____, in Block No. _____, built on a plot of land measuring _____, situated at _____, in favour of. _____ wife of _____ as mentioned above, and hereby affirm and declare that they and their legal heirs shall have no claim, right, lien or interest in the entire _____ of the aforesaid property and the same shall vest absolutely in the said. _____ wife of _____, the Releasee.

IN WITNESS WHEREOF, the Executants/Releasors and the Releasee have signed this Deed of Relinquishment on the day, month and year first mentioned above in the presence of the following witnesses:-

(-----)

RELEASEE

(-----)

EXECUTANTS/RELEASORS

WITNESSES:-

1.

2.

11. EXCHANGE:

When two persons mutually transfer the ownership of one thing for the ownership of another, neither thing nor both things being money only, the transaction is called an Exchange. A transfer of property in completion of an exchange can be made only in the manner provided for the transfer of such property by sale. The difference between a sale and an exchange is that in a sale the price is paid in money while in an exchange it is paid in another property by way of barter. Sale is always for a price, which means money or the current coin of the realm while no price is paid in an exchange, there being only a transfer of one specific property for another.

EXCHANGE DEED

(Simple deed of exchange where the value of properties are of the same value)

This deed of Exchange is executed on the _____ day of _____ 20__ by Sri./Smt. _____, S/o./W/o. _____, and aged _____ years, residing at _____ hereinafter referred to as the PARTY OF THE FIRST PART.

And

Sri./Smt. _____ S/o./W/o. _____, aged _____ years, residing at _____ hereinafter referred to as the PARTY OF THE SECOND PART.

Whereas, the term the First Party and the Second Party unless repugnant to the context shall mean and include their representatives heirs, successors, executors, administrators, trustees, legal representatives and assigns.

Whereas, the First Party herein, is the sole and absolute owner of immovable property bearing No. _____ situated at _____ more fully described in the First Schedule hereunder written and hereinafter called the First Schedule property.

Whereas, the First Party is the absolute owner, having acquired the property, by _____ and since then the First Party has been in possession and enjoyment of the First Schedule property and paying taxes and levies thereon, as sole and absolute owner thereof.

Whereas, the Second Party herein, is the sole and absolute owner of immovable property bearing No. _____ situated at _____ more fully described in the Second Schedule hereunder written and hereinafter called the Second Schedule property.

Whereas, the Second Party is the absolute owner, having acquired the property, by _____ and since then the Second Party has been in possession and enjoyment of the Second Schedule property and paying taxes and levies thereon, as sole and absolute owner thereof.

Whereas it has been agreed between the parties hereto to exchange their respective properties viz. First scheduled property written hereunder unto and to the use of the Second Party in consideration of the Second Scheduled property here under written unto the use of First Party.

Whereas the market value of the First Schedule property is assessed at Rs._____.

Whereas the market value of the Second Schedule property is assessed at Rs._____

Whereas the parties hereto have now agreed to execute this deed of exchange.

NOW THIS DEED WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the party of the Second Part conveying to the party of the First Part the Second Schedule property hereunder written and Second Party hereby grant and convey by way of exchange unto the party of the First Part absolutely and forever all that piece and parcel of the property described in the Second Schedule together with all the liabilities, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever of the said Second Schedule property and also together with all the deeds, documents, writings and other evidences of title relating to the said Second Schedule property and all the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever, both at law and in equity of the party of the First Part TO HAVE AND TO HOLD the said Second Scheduled property hereby granted and conveyed by way of exchange unto and to the use and benefit of the party hereto of the First Part subject to payment of all rents, taxes, assessments, rates, duties, now chargeable upon the same or which may herein after become payable in respect thereof to the local authority.

NOW THIS DEED WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the party of the First Part conveying to the party of the Second Part the First Schedule property hereunder written and First Party hereby grant and convey by way of exchange unto the party of the Second Part absolutely and forever all that piece and parcel of the property described in the First Schedule together with all the liabilities, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever of the said First Schedule property and also together with all the deeds, documents, writings and other evidences of title relating to the said First Schedule property and all the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever, both at law and in equity of the party of the Second Part TO HAVE AND TO HOLD the said First Schedule property hereby granted and conveyed by way of exchange unto and to the use and benefit of the party hereto of the Second Part subject to payment of all rents, taxes, assessments, rates, duties, now chargeable upon the same or which may herein after become payable in respect thereof to the local authority.

Whereas each of the parties of the First and the Second Part mutually covenants with the other
that;

- (a) He has now in himself, absolute right, full power and absolute authority to grant the scheduled
- (b) property hereby granted or assured or intended to be by him unto and to the use of the other party in manner aforesaid.
- (c) That the other party shall and may at all times hereafter peacefully and quietly enter upon have occupy, possess and enjoy the schedule property conveyed to him and receive the profits thereof and for his own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by him the covenanting party or his heirs, or any of them or

any persons lawfully or equitably claiming or to claim by from under or in trust for them or any of them.

- (d) The said schedule property is free from all encumbrances, claim, and attachment of whatsoever in nature.
- (e) He the covenanting party and all the persons having or lawfully claiming any estate or interest whatsoever in the scheduled property is conveyed by him shall and will from time to time and at all times hereinafter at the request and cost of the other of them do and execute or caused to be done and execute such further and other acts deeds, things, conveyances and assurances in the law whatsoever for the better and more perfectly assuring the said land and premises conveyed to him by the other and every part thereof unto and to the use of, the party to whom it is conveyed in the manner aforesaid as by him his heirs, executors, administrators and assigns shall be reasonably require.

FIRST SCHEDULE

(Property belongs to First Party exchanged to the Second Party)

All the piece and parcel of immovable property bearing No. _____

Measuring _____

Bounded by:-

On the East:

On the West:

On the South:

On the North:

Market value of the property under this deed is Rs. _____ (Rupees
_____ only).

SECOND SCHEDULE

(Property belongs to Second Party exchanged to the First Party)

All the piece and parcel of immovable property bearing No. _____

Measuring _____

Bounded by:-

On the East:

On the West:

On the South:

On the North:

Market value of the property under this deed is Rs. _____
(Rupees _____ only).

The Stamp duty is paid on the market value as stated above.

IN WITNESS WHEREOF the First Party as well as the Second Party have put their respective hands the day and year first herein above written.

FIRST PARTY

SECOND PARTY

WITNESSES:

- 1.
- 2.

EXCHANGE DEED

(Exchange deed where the properties are not of the same value and therefore equalisation money is paid)

THIS DEED OF EXCHANGE made at _____ this _____ day of _____ 20____ between _____, residing at _____ of the One Part AND _____ residing at _____ of the Other Part;

WHEREAS the said _____ is seized and possessed as the absolute owner of the lands more particularly described in the First Schedule hereunder written;

AND WHEREAS the said _____ is seized and possessed as the absolute owner of a house more particularly described in the Second Schedule in the matter hereinafter mentioned;

AND WHEREAS the value of the property agreed to be transferred by party of the One Part is Rs. _____ (Rupees _____ only) and the value of the property agreed to be transferred by the party of the Other Part is Rs. _____ (Rupees _____ only) and the parties have agree to pay and receive the difference in value in cash.

NOW THEREFORE THIS DEED WITNESSES as follows:

1. In pursuance of the said agreement, the party of the One Part hereby grants, transfers and conveys to the party of the Other Part ALL THAT the lands more particularly described in the First Schedule hereto TO HOLD unto the party of the Other Part, his heirs, executors, administrators and assigns absolutely.
2. In further pursuance of the said Agreement, the party of the Other Part hereby grants, transfers and conveys to the party of the One Part ALL THAT the house more particularly described in the Second Schedule hereto TO HOLD unto the party of the One Part, his heirs, executors, administrators and assigns absolutely.
3. Each of the parties hereto covenants with the other –
 - (1) That the property hereby transferred by him is unencumbered;
 - (2) That the property hereby transferred by him and the rent and profits thereof shall be quietly enjoyed by the transferee without disturbance or interruption whatsoever;
 - (3) That at the request and cost of the other party, the parties hereto shall execute such assurance and do such acts, deeds and tings as shall be reasonably necessary for the more perfectly assuring unto such other the title to the property hereby transferred; and

- (4) That in the event of any defect in title or any disturbance of possession by the other or those claiming through or under him, this transaction shall be null and void and the parties hereto shall be relegated to the same position in which they were prior to this transaction.
4. That the part of the One Part has paid on or before the execution of this Deed a sum of Rs. _____ (Rupees _____ only) by cheque to the party of the Other Part (the receipt whereof has separately been acknowledged by the party of the Other Part).
5. The original Deed of Exchange shall be retained by the Party of the One Part and the duplicate, duly signed and stamped shall be retained by the Party of the Other Part and shall for all purposes be treated as the original.

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

FIRST SCHEDULE

(Description of property of the Party of the One Part)

SECOND SCHEDULE

(Description of property of the Party of the Other Part)

Signed, Sealed and Delivered }
by the within named _____ }

in the presence of _____ }

Signed, Sealed and Delivered }
by the within named _____ }
in the presence of _____

12. CANCELLATION:

CANCELLATION DEED

(Where money transaction has taken place)

This deed of cancellation made this..... day of..... 20... between (hereinafter referred to as the BUYER) of the one part and (hereinafter referred to as the SELLER) of the other part:

WHEREAS by a covenant made between the parties hereto and registered in the office of the Sub-Registrar of Book No., Volume..... Pages..... being No. for the year..... it was witnessed that the party hereto of the First part consented to buy the property fully stated in Schedule thereto as also in the Schedule hereunder written and hereinafter referred to as the said property at and for the sum of Rs..... on terms having therein.

AND WHEREAS the party of the First part paid to the party of the Other part a sum of Rs..... as earnest money basing said covenant.

AND WHEREAS the said sum of Rs. was in terms of the said agreement secured by a charge on the said property.

AND WHEREAS the said covenant is in full force/virtue.

AND WHEREAS it has now been consented by and between parties hereto that the party of the Other Part shall refund to the party of the First Part the said sum of Rs. and also pay a further sum of Rs. due to all his costs, charges and expenses for searches, investigation of title and on other accounts by which said covenant shall stand cancelled.

AND WHEREAS party of the Other part has refunded to the party of the First part the said sum of Rs. and paid Rs..... as stated above which the party of the First part doth hereby as also by receipt hereunder written, confirm, acknowledge and admit.

And whereas party of the Other part has also returned to party of the First part the said covenant for sale dated the endorsed as abrogated.

NOW THIS CONTRACT WITNESSETH that for the consideration as aforesaid the party hereto of the First part doth hereby consent, declare and confirm that he bear no right, title, claim or interest in said property under and due to hereinbefore stated covenant for sale which stands annulled with immediate effect and shall hereafter bear no force and effect whatever and further that the party of the First part doth hereby and hereunder discharge, reassure, allow release, the said property and every portion thereof unto and to the party of the Other part discharged and freed from charge, security, claim, created and due to said agreement for sale as aforesaid and all claims, demand, cause of action emerging out of or relating with same and the party of the First part doth hereby agree with the party of the Other part that he has not done any deed act or thing by which or by reason or means whereof he is restricted or prevented from abrogating the said agreement for sale and/or releasing and reassuring the said property in the way as aforesaid.

SCHEDULE

IN WITNESS WHEREOF the party of the First part doth hereunder set and subscribe his hand and seal the day month and year first above-written.

Signed, sealed and delivered by the parties at..... in the presence of:

13. POWER OF ATTORNEY

A power of attorney ("PoA") is an instrument whereby a specified person or persons are empowered to act for and in the name of the person executing the instrument ("donor"). Power of Attorneys are specifically or incidentally referred to in several statutes. It is a type of agency, and law relating to the powers of attorney forms part of the general law of agency. The law of agency in India is contained in Chapter X, sections 182 to 238 of the Indian Contract Act, 1872. The statutory provisions concerning Power of Attorneys are found in the Powers of Attorney Act, 1882.

GENERAL POWER OF ATTORNEY:

Where the instrument is executed generally for certain acts, it is called "General Power of Attorney", i.e. if the Power of Attorney authorizes the agent to act generally on in more than one transaction in the name of the principal, it is known as general power-of-attorney. However, the word "general" means that the power must be general in respect to the subject-matter.

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME,
I, son of, resident of at present residing
at.....

WHEREAS I own various movable and immovable properties in various parts of India described in the Schedule I hereto and I have interest in various firms, companies, association of persons, trusts, societies as partner, proprietor, shareholder, member, trustee, beneficiary, etc. and/or otherwise, described in the Schedule II hereto.

AND WHEREAS I am presently residing out of India as mentioned hereinabove for the time being, I am personally unable to attend to my day to day affairs and for reasons of convenience it is necessary that I should appoint an attorney and confer upon him the powers hereinafter stated.

NOW KNOW BY THESE PRESENTS that I the said do hereby nominate and constitute and appoint Shri son of late at present residing at as my true and lawful Attorney for me in the name and on behalf of myself and/or my said Attorney and in any of my said capacities and in the name and on behalf of any partnership firm, association of persons, trustee, beneficiary or businesses in which I am now or may in future in any manner become interested to do exercise, execute and perform all or any of the following acts, deeds and things, namely:-

1. Commercial:

1.1 To transact business:- To commence, transact, manage, carry on, close down any of my business and to do all things requisite or necessary or connected therewith including correspondence with any person or authority.

1.2 To buy and sell:- To buy, receive, store and hold and to sell, pledge, hypothecate, give on hire or otherwise deal with any goods, articles, things or movable property.

1.3 To open branches:- To open, establish, conduct, shift and/or close any branch of any business at any place or places.

1.4 To contract:- To enter into, sign, execute, vary, alter, terminate, suspend, and repudiate any contracts.

1.5 Partnership business:- To act as a partner in the firm or firms in which I am a partner at present or become a partner in future and commence, carry on, close, dissolve or retire from any business of any partnership with any person and for the said purpose to do all acts as partner or partners therein including banking operations, execution of partnership, retirement, dissolution or other deeds and documents.

2. Property:

2.1. To acquire and to transfer:- To purchase, take on lease, to take charge or mortgage on and to acquire in any manner and to sell, mortgage, settle, charge, lease, grant tenancy or otherwise transfer and/or in any manner and/or on any terms deal with any immovable or real property or properties or any interest therein.

2.2. To manage and maintain:- To hold, defend possession, manage and maintain movable, or immovable properties described in Schedule 1 herein and other immovable properties acquired by me hereafter.

2.3. To receive rents, etc.: - To demand, recover and receive rents, mesne profits, licence fees, maintenance charges, electricity charges, corporation taxes and all other sums of moneys receivable in respect of my properties and to make all just and reasonable allowance therein in respect of rates, taxes, repairs and other outgoings and to take all necessary steps whether by action, distress or otherwise to recover any property or sums of money in arrears.

2.4. To pay outgoings:- To pay all taxes, rates, assessments, charges, expenses and other outgoings whatsoever payable for or on account of my properties or any part thereof and to insure any buildings thereon against loss or damage by fire and other risks as be deemed necessary and/or desirable and to pay all premia for such insurances.

2.5. To serve notice on tenants:- To sign and give any notice to any occupier of any property belonging to me to quit or to repair or to abate any nuisance or to remedy any breach of covenant or for any other purpose whatsoever.

2.6. To construct, repair and/or reconstruct:- To take down, demolish, rebuild and/or repair any of my house, building or other structure of whatever nature.

2.7. To get utilities: - To apply for and obtain electricity, gas, water, sewerage and/or connections of any utilities and/or to make alterations and/or close down and/or have disconnected the same in my properties.

2.8. To view the condition of any property:- To enter upon any of my property or any part of it as often as be desired to view the state of repair thereof and to require any occupier as a result of such view to remedy any want of repair or abate any nuisance.

2.9. To enforce covenants:- To enforce any covenant in any lease, licence or tenancy agreement or any other document affecting any of my property and if any right to re-enter arises in any manner under such covenants or under notice to quit, then to exercise such rights amongst others.

2.10. To deal with trespassers:- To warn off and prohibit and if necessary proceed against in due form of law against all trespassers on any of my property and to take appropriate steps whether by action or otherwise and to abate all nuisances.

2.11. To prepare and have sanctioned the plans: - To get prepared plans for construction of any building or structure and/or otherwise on any of my property and to have the same sanctioned, modified and/or altered by any Corporation, Municipality or other authority and in connection therewith or to make necessary applications, give undertakings, pay fees, obtain sanctions and such other orders and permissions as may be expedient.

2.12. To apply for obtaining building materials:- To apply for and obtain such permission as may be necessary for obtaining steel, cement, bricks and other construction materials and construction equipments and to appoint architects and contractors for the construction of building or buildings to be constructed on the plots belonging to me.

2.13. To act in proceedings under rent control legislation:- To appear and represent in any proceedings for fixation of fair rent and/or for any other purpose or purposes before any

court, Rent Controller or other authority in connection with any matter relating to and/or arising out of any of my property.

2.14. To obtain any certificate:- To apply for and obtain such certificate and other permissions and clearances including certificates and/or permission under any law relating to ceiling on urban land, or other law relating to land and/or buildings both urban and rural or under the Income-tax Act or any other law as may be required for execution and/or registration of any conveyance or other document and/or for transferring any rights in any land, building or other property belonging to me or acquired by me hereafter.

2.15. To file declarations:- To prepare, sign, declare and file declarations, statements, applications and/or returns and otherwise in connection with holding, possessing, acquiring, transferring, partitioning or otherwise dealing with any of my property before any appropriate or other authority as may be required under any law or laws now prevailing or as may in future become applicable and to do, exercise, execute and perform any or all the necessary acts, deeds and things required thereunder.

3. Companies:

3.1. To promote company:- To promote or form or cause to be promoted or formed or join with any other person in promoting or forming and to do all things necessary or proper to be done or causing to be formed and incorporated a company with limited or unlimited liability for any object and to settle and sign the memorandum and articles of association, prospectus, application forms, statement in lieu of prospectus and all other papers required for or in connection with incorporation, commencement of business of such company and other acts, relating thereto.

3.2. To spend money in promoting a company:- To expend or agree to expend moneys for promoting and forming any such company as aforesaid and in taking up and paying for any shares in my name in any such company as aforesaid.

3.3. To contract to take shares:- To sign and file with the Registrar of Companies or any other appropriate authorities contract in writing to take from and/or pay for any share or shares in any such company as aforesaid in my name.

3.4. To apply for, accept and deal with shares:- To make application or applications for and take allotment or allotments or purchase or otherwise acquire or hold any share or shares in any company in my name and to sell, transfer, pledge, hypothecate and/or deal with any share or shares held by me or acquired by me hereafter and to execute and/or deliver all deeds and documents including transfer deeds in connection therewith and/or for registration of any transfer and/or transmission.

3.5. To consent to act as a director:- To sign and file with the Registrar of Companies or any other appropriate authority in my name, consent in writing to act as a director of any company as aforesaid.

3.6. To exercise shareholder's privileges:- To attend, vote and otherwise act in the meetings of any company or companies or to appoint or act as proxy or representative in respect of any shares, stock or debentures now held by me or which may hereafter be acquired by me and generally to exercise all rights and privileges and perform all duties in respect of any shares, stocks or debentures as the holder, owner and/or registered owner thereof or as otherwise being interested in any company including carrying on correspondence and making or consent in the making of any applications in connection therewith before the Central

Government, court or other authority under the Companies Act or any other law for the time being in force.

3.7. To transfer securities:- To transfer any share, stock, debenture or other securities held by me or to be acquired by me hereafter in any company and to execute transfer deeds, receipts and all other papers in connection therewith and also to transmit and/or apply for and/or to consent to the transmission of any share, stock, debenture and/or other securities and/or have the same registered and/or to have such registration altered and/or cancelled in any manner.

3.8. General:- To do such acts and deeds and to execute such papers and documents as may be necessary in any capacity as shareholder, debtor, creditor or otherwise in relation to any company which may be required to be done by me.

3.9. To receive bonus shares and other benefits: - To receive and to hold and to deal with bonus shares and all other benefits that may accrue as a shareholder or otherwise in relation to any company.

4. Investments:

4.1. To sell investments:- To acquire or sell, transfer, assign or join in acquiring or selling, transferring or assigning all or any stocks, shares, annuities, debentures, stocks, bonds, obligations, government securities, units and other securities or investments of any nature whatever which do now or shall hereafter stand in my name or to which I am now or may at any time hereafter be entitled to and for that purpose to employ and pay brokers and other agents in that behalf and to receive and give receipts for the purchase money payable in respect of such sales and to transfer any investments so sold to the purchaser or purchasers thereof or as he or they direct and for these purposes to sign and execute all such contracts, transfer deeds and other writings and do all such other acts as may be necessary for effectually transferring or assigning the same.

4.2. Allotment of shares in companies:- To apply for and accept allotments of shares in my name in any company, corporation or body corporate or any statutory body.

4.3. To receive dividends and repaid capital sums:- To demand, sue for and receive from any company, corporation, government or other body politic or person all deposits, dividends, interest, bonuses or any other sums that may become due in respect of any investment and likewise any capital sum represented by or comprised in any investment held by me as and when the same shall be payable or repayable and for any such purpose to sign, indorse and execute all receipts, dividends and interest warrants, cheques, releases, discharges, reconveyances or other deeds, documents, instruments and other writings whatsoever that may be required or necessary for the purpose.

4.4. Investment in and dealing with provident funds:- To operate, open, withdraw and deal with funds in the Public Provident Fund Account or any other provident fund accounts whatsoever in my name.

4.5. Investments in company deposits, shares, etc.:- To invest my money in company deposits, shares, stocks, debentures, bonds, units or other corporate securities or securities of local authorities, any other statutory bodies or corporations, whether incorporated in India or in any other country, in such manner and upon such securities as my attorney shall in his absolute discretion think fit and from time to time withdraw any such moneys and apply the same to any purpose as he may think fit.

4.6. To initiate proceedings:- To give notices, commence any legal proceedings or use any other lawful means that may appear to my attorney desirable or necessary in order to safeguard or enforce my rights in or in connection with any of the investments with full power to prosecute or discontinue any such proceeding and to compromise or submit to arbitration any matter in dispute or doubt.

4.7. To pay all calls:- To pay all calls that may be lawfully made or other expenses that may be incurred in relation to any of my investments and to give security for the payment of the same.

4.8. To assent to arrangements:- To assent (if it seems to my attorney necessary or desirable) to any arrangement modifying any rights, privileges or duties in relation to any of my investments and to agree to any scheme or arrangement for the increase or reduction of the value or amount of the same or of the capital of any company or corporation and for any such purpose to deposit, surrender or exchange any of the investments or the documents of title relating thereto and to pay any contribution or incur any other necessary expense in connection with any such scheme or arrangement.

4.9. To apply for and contract for investments:- To tender, contract for, purchase, accept and sign the transfer into my name any government securities, securities of local authorities or any statutory body, shares, stocks or debentures in any such company, corporation or body as aforesaid or other stocks, funds, debentures and securities of any and every description whatsoever or any other properties.

5. Banking

5.1. Banking operation:- To open, operate, continue or close any account including any overdraft or other loan account and/or saving account, current, fixed or other accounts and also safe deposit lockers and all accounts whatsoever in my name and on my behalf with any bank or banks that may be existing or may in future be opened in my name or in the name of my firm or firms or business or businesses or in my capacity as trustee or beneficiary of any trust with any bank or banks including Postal Savings Bank.

5.2. Drawing and negotiations of cheques: - To draw, sign, negotiate and/or endorse cheques, payment orders, drafts, dividend warrants and/or any other instruments and to execute, enter into, acknowledge, do and present all such deeds, instruments, contracts, agreements, acts, deeds and things as shall be requisite or deemed fit and proper for or in relation to all or any of the purposes, matters or things herein contained or others with any bank or banks.

5.3. To deal with bills of exchange:- For all or any of the banking purposes to draw, accept, endorse, discount or otherwise deal with any bills of exchange, bills of lading, delivery orders, promissory notes or other mercantile instruments relating to money, goods, properties or otherwise.

5.4. To operate bank locker or safe deposit vault locker: - To operate any bank locker or safe deposit vault locker and to deposit therein and withdraw therefrom any articles belonging to me.

6. Money:

6.1. To realise loans or borrow money:- To realise loans and/or borrow money from time to time from any bank, institution, or any person or persons, organisation whatsoever against the security or properties both movable and immovable belonging to me or any of my firm or firms of business or businesses in which I am now or may hereafter become interested and to

execute, sign and register mortgage, charges, transfer and/or give other security or securities by any other deed or deeds on such terms and conditions as my said attorney or his substitute or substitutes may think fit and proper.

6.2. Loans and advances:- To make and/or to receive any loan or advance from any bank, financial institution or other person to such extent and on such terms as the said attorney may deem expedient and also to secure the same by pledging, hypothecating, mortgaging, charging or any other manner encumbering any of my movable or immovable property.

6.3 Miscellaneous:

6.3.1. To agree to charge or pay any interest or other considerations for any loan and/or advance and to vary such rates of interests or consideration from time to time.

6.3.2. To remit, reduce or settle any claim of any moneys, losses and/or damages.

6.3.3. To draw, execute, negotiate, cancel, present for payment and/or make or receive payment of any promissory note, bill of exchange, bond or undertaking regarding any money receipt and/or advance.

7. Representations:

7.1. To represent before bank or banks, insurance companies, etc:- To represent me or any of my firm or firms or business in any of the bank or banks, insurance companies, courts, registration offices, municipal offices, office of competent authority, urban land ceiling, post offices, sales tax offices, income-tax offices, customs offices, revenue offices or any co-operative society, Central or any other State Government or other authority, society, body corporate or other person for any purpose or purposes whatsoever and do all acts as may be expedient before the same or in connection therewith.

7.2. To prepare, sign and file tax returns:- To prepare, sign, execute and/or file any of my and/or any of my firm or firms or business or businesses in my personal capacity or as trustee or beneficiary of any trust, sales tax returns, income-tax returns, or any other returns under the Income-tax Act, 1961, Wealth-tax Act, 1957, Gift-tax Act, 1958 and/or any other law for the time being in force or other returns, statements, papers, documents in connection with the aforesaid Acts, to sign and/or submit returns, statements of accounts, balance sheets, declaration forms, to receive refund orders or vouchers from any of the aforesaid authorities, to apply for and to sign and submit to necessary authorities and to represent me or any of the firm or firms or business or businesses, trusts, proprietary concerns in which I am now or may hereafter be interested as proprietor, partner, trustee or beneficiary with such authority or authorities concerned therewith.

7.3. Appear before Assessing Officer, etc:- To appear before any Assessing Officer, Deputy Commissioner and/or Assistant Commissioner and/or Commissioner and/or Central Board of Direct Taxes and/or tribunal and/or any other authority or authorities in connection with any matter or matters and to represent me or my proprietary concerns, firm or firms, business or businesses, trusts in which I am trustee or beneficiary and to produce, explain accounts, documents and papers as may be necessary and to pay taxes and other amounts to such authorities and to any other authority by virtue of these presents and to sign, execute and deliver all other papers, documents and deeds in connection therewith.

7.4. To appear before registrar, notary public, magistrate, etc:- To appear before any Notary Public, Registrar of Assurances, District Registrar, Sub-Registrar of

Assurances, Metropolitan Magistrate and other officer or officers or authority having jurisdiction and to acknowledge and register or have registered and perfected all deeds, instruments and writings, executed, signed or made by me personally or as partner of any firm or firms or business or businesses or by my said attorneys or any of them by virtue of the powers herein conferred.

8. Trusts:

8.1. To execute trusts:- To do all acts, deeds relating to any matter in which I am a trustee and/or beneficiary and to exercise all powers and authorities elsewhere hereunder or otherwise as expedient.

8.2. To exercise powers:- To execute and exercise in relation to any land or investment or property for the time being subject to any trust and all powers and description for the time being vested in me as such trustee or as beneficiary as aforesaid or under any deed of trust, settlement or other documents to the extent lawfully possible.

9. Execution and registration of documents:

9.1. To execute documents (stocks, shares, annuities):- To execute all deeds and other instruments necessary or proper for transferring any stock, shares, annuities, debentures, obligations and other securities held by me or to be acquired by me hereafter to the purchaser or purchasers thereof.

9.2. To execute and register deeds:- To sign, execute, enter into, modify, cancel, alter, draw, approve, present for registration and admit registration of all papers, documents, contracts, agreements, conveyances, mortgage deeds, leases, grants, assurances, applications, declarations, trust deeds and other documents as may in any way be required to be so done for or in connection with any movable or immovable property belonging to me or to be acquired by me hereafter or of any part thereof or any interest therein including those held by me as owner, lessor, lessee, partner, mortgagor, tenant, trustee or otherwise be interested for the time being including those connected with the management and development of any business and also in connection with the sale, purchase, lease, transfer and disposition or construction or sanction of plan or obtaining of clearances or permits from the Government or for any other purpose whatsoever.

10.5. To deposit and receive documents from court:- To deposit and receive documents and money from any court or courts and/or any other person or authority in my name and give valid receipts and discharges therefore.

11. Receipts and discharges:

11.1. Receive money and goods:-To demand, collect, sue for, recover and receive from all and every person or persons, body or bodies, political or corporate, court or authority including government and/or local bodies whomsoever concerned or chargeable therewith all or every sum or sums of money including rent, documents, securities, goods, effects, dues, duties, interests, rents, profits, income, purchase consideration, dividends, compensation and/or any other money which shall belong or be or become payable to me or to any of my firm or firms, business or businesses or companies in which I am interested.

11.2. To collect debts:- To demand, collect, sue for, recover and receive in my name, from all and every person, body, political or municipal or corporate or firm or company wheresoever and whatsoever all sums of money, debts, dues, goods, wares, merchandise,

chattels, effects and things of any nature or description whatsoever which now are or which at any time or times hereafter shall or may become due or owing or payable to or recoverable including those from or by the bank by virtue of any hypothecations, bonds, mortgages, pledges, agreements or other securities whatsoever or upon or by virtue of any bills of exchange, promissory notes, cheques, bills of lading or other mercantile or negotiable instruments whatever or otherwise.

11.3. To give receipts:- To receive and give effectual receipts and discharges in my name for all monies, securities for monies, debts, goods, chattels and personal estate which are or may become due, owing, payable or transferable in or by any right, title, ways or means howsoever from any person or persons or corporation or other body or authority.

11.4. To receive debts, gifts, legacies, etc.:- To receive and give good and valid receipts and discharges in my name for share of assets of any business or for the purchase money of any share therein or of any part of such share and all such other monies as may be payable to me in any manner whatsoever.

12. Agents:

12.1. Agency:- To act as agents for any person or to appoint any person as agent for any purpose in connection with any business or matter herein contained or otherwise and on such terms and with such powers and authorities as may be deemed by my said attorney to be expedient and to vary, modify and/or terminate such appointment and/or appointments and make other or others.

12.2. To employ persons in any capacity:-To employ any person in any capacity for my business firm, trusts, companies in which I am interested and require to employ such person or become interested in future and require to employ such person and to suspend, dismiss or discharge any employee so employed as my said attorney may deem fit.

12.3. To employ professionals:- For better and more effectually executing the powers or authorities aforesaid or any of them to retain and employ solicitors, advocates, chartered accountants, managers, consultants or any other professional persons and/or debt collecting or other agents.

13. Miscellaneous:

13.1. To enter into bond and indemnities: - For all or any purpose to give and execute all such bonds, guarantees, indemnities, covenants and obligations in my name.

14. To substitute and appoint in his place (on such terms and conditions as my said attorney shall think fit and proper) one or more attorneys to exercise for me as my attorney or attorneys any or all of the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint any other person or persons in the place of such attorney or attorneys as the said attorney shall from time to time think fit and proper.

15. AND in case of death of the said attorney or inability or unwillingness to act through illness or any other reason to act as my said attorney in relation to all or any of the matters aforesaid, I hereby appoint Smt. wife of resident of to act as my attorney in place of the said attorney after his death or during such inability or unwillingness and in the latter case during the subsistence of any such

inability or unwillingness as the name of Smt..... had been inserted in this deed instead of the name of the said attorney.

16. And generally my said attorney shall have the power to do all such acts, deeds and things on my behalf and I could have lawfully done, if personally present.

AND I do hereby for myself, my heirs, executors, administrators of acts done and legal representatives ratify and confirm and agree to ratify and by attorney confirm all and whatsoever my said attorney or his substitute or substitutes shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand this..... day of 20--.

Schedule I above referred to

Schedule II above referred to

Signed and delivered by the within named

.....

WITNESSES;

- 1.
- 2.

Identified by me

() Before me
Advocate Notary Public

SPECIAL POWER OF ATTORNEY

If an instrument is executed for specified act or acts, it is called a "Special Power of Attorney". In other words, a Power of Attorney conferring on the agent the authority to act in single or specified transactions in the name of the principal is known as special power-of-attorney.

POWER OF ATTORNEY TO EXECUTE SALE DEED

BY THIS POWER OF ATTORNEY, I -----, s/o ----- residing at ----- do hereby appoint -----, s/o -----, residing at ----- to be my Attorney for me and in my name and on my behalf.

- 1. To negotiate and sell my property situated at ----- to any purchaser at such price and at such time as my said Attorney may in his absolute discretion think proper to agree upon and for such purpose to execute any document, deed or other papers and to present the same for registration and to admit the execution thereof.

2. To receive from the purchaser the consideration money for the said property and to give receipt and discharge therefore as may be required.
3. To deliver physical possession in the manner that is possible in the circumstances of the said property at ----- to the purchaser or to the nominee of the purchaser.
4. To apply to the Municipal Corporation of ----- for mutation of the said property in favour of and in the name of the purchaser or his nominee and to do and execute all deeds, assurances and to do all such acts as may be necessary to fully effectuate the sale of the said property.

I hereby agree and undertake to ratify all acts, deeds, assurances, done, given, executed or made by my said Attorney under the powers conferred by this Power of Attorney as if the same were done or made by me personally.

IN WITNESS WHEREOF, I have hereunto set my hand this.....day of 20--.

(Signature)

WITNESSES;

- 1.
- 2.

DEED OF REVOCATION OF POWER OF ATTORNEY

THIS DEED OF REVOCATION OF POWER OF ATTORNEY is executed on this day of 20... by Mr / Mrs..... s/o / w/o.....aged about years, residing at

WHEREAS I have executed a general power of attorney dated.....in favour ofs/o w/o / D/oaged about.....years, residing at

A copy of the said Power of Attorney is hereto annexed and is hereinafter referred to as "the said Power of Attorney".

WHEREAS the aforesaid Sri.....has been acting adverse to my interest and I have already revoked the said power of attorney dated.....by my registered letter dated.....sent to the aforesaid person Sri.....

NOW THIS DEED OF REVOCATION WITNESSETH AS FOLLOWS:

1. I do hereby confirm that I have cancelled and revoked the said Power of Attorney granted to Sri _____ dated..... with effect from..... and I have also absolutely and completely revoked all powers or authority given under the aforesaid power of attorney to the aforesaid person with effect from the aforesaid date.

IN WITNESS WHEREOF I have signed this deed on the day, the month and the year first mentioned above.

WITNESSES:

EXECUTANT

- 1.
- 2.

14. WILLS:

Will is a legal declaration of the intention of a testator with respect to his property which he desires to be carried into effect after his death – {Section 2(h) of the Indian Succession Act, 1925}. A Will is an important document which enables the individual / any living person to rightfully leave his assets and wealth to whomever he chooses to, after his death. In a way a person can ensure that his wishes with respect to his assets and property are followed after his death. The word Will is derived from the Latin word “Voluntas” which was a term used in the text of Roman Law to express the intention of a testator.

WILL

I -----, son of -----, aged about --- years and residing at -----, being of sound body and mind do hereby declare this to be my last Will and testament which I execute at ----- on this day of -----the -----.

1. I hereby revoke all Wills and Testamentary dispositions which I may have herein before made.
2. I bequeath on my death, to _____, my title, interests, and all other rights which I have as owner of the residential / commercial property at _____. I hereby state that he shall be entitled to use and enjoy the said property at his own will after my death.
3. I have ancestral lands in my native village, -----. My son..... and daughter shall take the same with rights of survivorship.
4. I bequeath on my death the following ornaments and jewellery belonging to me to_____ (List of ornaments to be given.)
5. I bequeath on my death, cash balance lying with me at the time of my death to_____.
6. I bequeath on my death, bank balance lying in my name at Savings / Current Bank Account No. _____ Bank of _____, _____ Branch, _____ at the time of my death to _____.

7. I bequeath the amounts receivable by me at the time of my death from various parties on various accounts to _____.
8. I bequeath the amounts and other valuables owned by me and lying in locker number _____ in my name at Bank _____, (Branch) at the time of my death to _____.
9. I direct that a sum of rupees _____ Only (Rs. ____/-) be set apart from my assets at the time of my death and be donated to a charitable trust or persons whose aim and objective is to provide food, medical assistance, education assistance, etc to needy persons.
10. I direct that before distributing my assets in accordance with this will, all my debts, liabilities and monetary obligations including all testamentary expenses, costs, charges, expenses in respect of probate and other legal charges at the time of my death be met out of my assets.

11. I bequeath all other residuary property, assets and other rights whether or not existing at the time of my death to _____.

I further state that my wife, Mrs. _____ is appointed as the executrix of this Will.

I declare that all other properties possessed by me, in whatever place and in whatever shape are all myself acquisitions, having been purchased out of my earnings and without recourse to the family properties and I have full testamentary power over them.

IN WITNESS WHEREOF I have hereunto set and subscribed my hand and signature on this ___ th day of _____.

Signature of the Testator

Signed by the above named -----in our presence at the said time and each of us, signed his/her name hereunder as attesting witnesses.

Witnesses:

1. I have witnessed and read the aforesaid Will.

(signature)

2. I have witnessed and read the aforesaid Will.

(signature)

15. ADOPTION DEED:

Adoption can be defined as the statutory process of terminating a child's legal rights and duties towards the natural parents and substituting similar rights and duties towards adoptive parents. Adoption establishes a parent-child relationship between persons not so related by the birth of the child. For the parentless or the abandoned child, adoption means a balanced physical and psychological family environment and to the desirous parents, chances to become parents and experience family growth. It is one of the means of solving the problems of destitute and orphans. A child for adoption must be under 18 years of age and unmarried and legally free for adoption.

GENERAL ADOPTION DEED

THIS DEED of adoption made on this _____ day of _____

BETWEEN

Sh. _____, s/o _____, r/o _____,
(hereinafter called "the adoptive father") of one part

AND

Sh. _____ s/o _____ r/o _____,
(hereinafter called "the natural father") of the other part.

WHEREAS

1. The adoptive father has no issue, male or female, and having regard to his circumstances, he has no expectation of having any issue.
2. The adoptive father and his wife want to adopt a child as their son/daughter.
3. The natural father has three children, all sons.
4. The adoptive father, with the consent of his wife, has approached the natural father for giving in adoption one of his sons named _____ (name of the child).
5. The natural father has, with the consent of his wife, consented to his said son being given in adoption.
6. The ceremony of giving and taking in adoption has been duly performed along with other religious ceremonies customary with the parties on the day of _____.

7. The parties considered it expedient and necessary that a proper deed of adoption be executed as an authentic record of adoption.

NOW THIS DEED WITNESSESETH AS FOLLOWS:

1. Declaration of Adoption:

The parties hereto do hereby declare that the adoptive father has duly adopted the said child as his son from the day of _____ i.e. the day on which ceremony of giving and taking in adoption has been duly performed along with other religious ceremonies customary with the parties.

2. Legal rights and liabilities of adopted son:

The said son has been transferred to the family of adoptive father and shall have, from the date of adoption, all the legal rights and liabilities of an adopted son.

3. Maintenance, etc. of adopted son:

The adoptive father shall be liable for the maintenance, education and other expenses of the adopted son and shall bear all such expenses in accordance with his status.

IN WITNESS WHEREOF, the parties hereunto have signed this deed this _____ day of _____.

THE ADOPTIVE FATHER

THE NATURAL FATHER

WITNESS:

1.

2.

ADOPTION OF AN ORPHAN FROM AN ORPHANAGE

THIS DEED of adoption made on this _____ day of _____
by
Sh. _____, s/o Sh. _____ r/o _____

WHEREAS

1. I have no issue of my own and have no expectation of having any issue due to the reason of having become quite aged.
2. I have long been anxious to adopt a suitable boy/girl as our son/ daughter.
3. I have, after taking consent of my wife, adopted _____ aged _____, residing in _____ (name and address of the orphanage) and the said child has been given in adoption to me by the superintendent of the said orphanage, with the prior permission of the court vide dated _____, a copy of which is annexed hereto.
4. The ceremony of giving and taking in adoption has been duly performed on _____ along with other religious ceremonies.

NOW I, _____, hereby declare I have adopted the said child as my son/daughter and the said child shall have, from the date of adoption, all the legal rights and liabilities of my adopted son/ daughter.

IN WITNESS WHEREOF, I am signing this deed this _____ day of _____.

WITNESS:

1. Sh. _____
- 2.

16. SETTLEMENT:

FAMILY SETTLEMENT BETWEEN THE HEIRS OF A DECEASED

This Deed of Family Settlement made at on this day of 20..., between the heirs of (deceased) namely
....., widow of (deceased), son of (deceased), daughter of (deceased), son of (the predeceased second son of (deceased)), widow of the third son of (deceased).

Whereas the said (deceased) died intestate at on leaving movable and immovable assets, more particularly described in the Schedule hereunder written.

And whereas differences and disputes have arisen amongst the legal heirs of said deceased..... as to the respective share of the heirs.

And whereas the parties hereto desire and have agreed that the disputes and differences between them should be resolved amicably between the parties and litigation amongst the family members should be avoided.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the premises, the parties aforementioned have agreed that the estate of the deceased shall be distributed amongst the heirs of the deceased as under:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.

2. The parties hereby declare that they have taken independent advice from their respective advocates and they know the true meaning and effect of this deed.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their hands to this writing the day and year first hereinabove written.

SCHEDULE

(Particulars of movable and immovable assets left by (Deceased))

WITNESSES:

- 1.

- 2.