

## 7. BASIC UNDERSTANDING OF LEGAL DEEDS AND DOCUMENTS

Legal drafting is of great importance to a person for entering into various types of agreements with different parties and in executing various types of documents in favour of the other.

This Legal drafting is a technical writing used by lawyers, judges, legislators and others in law to express legal analysis and legal rights, privileges, functions, status and duties.

**Drafting is of importance for the three reasons:**

- For obtaining legal consultations.
- For carrying out documentation.
- For interpretation of the documents.

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To **MASTER MINDS**, Guntur

**Q.No.1. Elaborate various parts / Components of a deed. (B)**

**(SM)**

A Deed is divided into different paragraphs. Each paragraph deals with relevant and related information in simple and intelligible language. The Deed must be executed on a stamp paper of prescribed value.

### PARTS / COMPONENTS OF A DEED:

- Nature of the deed / Heading of the Document<sup>1</sup>
- Description of time, date and place<sup>2</sup>
- Description of parties<sup>3</sup>
- Recitals<sup>4</sup>
- Testatum<sup>5</sup>

<sup>1</sup> Describe the nature of deed. For example, "THIS DEED OF PARTNERSHIP CONSTITUTION". (Should be in capital letters)

<sup>2</sup> THIS DEED OF PARTNERSHIP CONSTITUTION is made on 14<sup>th</sup> day of April, 2017.

#### **Date & Place:**

- Date in the context of deed is the date on which deed has been executed
- If a deed is undated, deed is valid subject to burden of proof
- Date should be written in words and in figures
- The place is the territorial and legal jurisdiction
- An illustration of this part is as follows:

"THIS DEED of Lease made at Gurgaon on the First day of June, two thousand eight (01.06.2008)".

- Names of the Parties should be clearly described with details such as name, fathers name, residence and address.
- Assign each party with the first party, the second party and so on ..... (The First party, The Second party)
- While describing the parties always transferor should be mentioned first and the transferee comes in the last.

<sup>4</sup> Recitals clause is the brief description of the deed. It should be drafted in paragraph. It should be started with "WHERE AS". (Should be in capital letters)

<sup>5</sup> This is the full description of the deed i.e. Terms & Conditions. It should be started with "NOW THIS DEED IS WITNESSETH (to take notice of) AS FOLLOWS". (Should be in capital letters)

6. Testimonium clause<sup>6</sup>
7. Signature of Parties & Signature of Witness<sup>7</sup>
8. Other parts of deed<sup>8</sup>

**Q.No.2. Write a short note on Partnership Deed and also state the components of partnership constitution deed . (B)** (PM, N12 - 4M)

### PARTNERSHIP DEED:

- It is a written instrument laying down the constitution of the partnership firm as per the Indian Partnership Act, 1932.
- It may be constituted either by oral agreement or a written agreement. A written agreement is preferred as it minimizes the challenges of disputes and ambiguities in future.
- The Deed must be executed on a stamp paper of prescribed value.
- The copy of the deed must be sent to the 'Registrar of Partnership Firms' along with the prescribed form duly completed for issue of certificate of registration by the Registrar of Firms.
- All subsequent changes must be notified to the Registrar.

**COMPONENTS:** A Partnership Deed is divided into different paragraphs. Each paragraph deals with relevant and related information in simple and intelligible language. If a particular part is not applicable in a particular case that part is omitted from the document.

### VARIOUS CLAUSES / COMPONENTS OF A PARTNERSHIP CONSTITUTION DEED:

- a) Name of partnership firm,
- b) Nature of Business,
- c) Place of Business,
- d) Date of commencement,
- e) Duration of partnership,
- f) Capital contribution and interest thereon,
- g) Bank account and its operation,
- h) Borrowings,
- i) Remuneration to partners,
- j) Sharing of profits and losses,
- k) Arbitration in case of dispute,
- l) To provide for eventualities like death, disability or retirement of any partner.
- m) Signature of Partners & Signature of Witness.

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To **MASTER MINDS**, Guntur

<sup>6</sup> At the beginning of this clause, we should write as "IN WITNESSTH WHERE OF the said parties have hereby and here above agreed as on \_\_\_\_\_"

<sup>7</sup> Finally, deed should be signed by the parties to the deed and the witnesses.

<sup>8</sup> Consideration and receipts, Description of property, Exceptions & Reservations, Covenants & Undertakings ("The parties aforesaid hereto hereby mutually agree with each other as follows").

Q.No.3. Draft a general agreement of partnership deed. (A)

(RTP – M15)

(For Students self-study)

**PARTNERSHIP DEED**

This AGREEMENT OF PARTNERSHIP is made in ..... city on..... day of January, 2015 between..... (hereinafter called the FIRST PARTY) and..... (hereinafter called the SECOND PARTY) on the terms and conditions set forth herein;

The parties aforementioned mutually agree:

1. That the name of the partnership shall be .....
2. The partnership shall commence on the ..... day of January, 2015 for the purpose of carrying on the business of ..... and shall continue for ..... years unless determined earlier by notice in writing by any party delivered to the other parties.
3. The business of the partnership shall be carried on at ..... and at such other places as may be mutually agreed upon.
4. The capital of the partnership shall be Rs. .... which shall be contributed in equal shares by the parties.
5. The share of the parties in profits and losses shall be equal.
6. Proper and regular account of the affairs and transactions of the partnership shall be maintained and kept at the principal place of business of the partnership.
7. Six monthly balance-sheet and profits and loss account shall be prepared under the supervision of all the parties and shall be signed by each party, who shall be bound thereby except for error discovered and rectified within three months thereof.
8. No partner shall carry on any other business which may be allied or similar to the business of the partnership.
9. Death of a partner shall not operate as dissolution of the partnership.
10. Any dispute arising out of his partnership shall be referred for adjudication to the arbitration of the President of the Bar Association at or his nominee whose decision shall be final and binding on all parties and their legal representatives.

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

WITNESS

Signature

1. ....

First Party .....

2. ....

Second Party .....

3. ....

Third Party .....

**SIMILAR QUESTION:**

1. Draft a partnership constitution deed.

A. Refer the above answer.

Q.No.4. Explain Power of Attorney. What are the categories of power of attorney? (B)

**POWER OF ATTORNEY:**

- The law relating to power of attorney falls within the law of agency.
- A power of attorney is a written instrument empowering a specified person or persons to act for and in the name of person executing it.

**CATEGORIES OF POWER OF ATTORNEY:**

- a) **Specific Power of Attorney:** A specific power of attorney is given for a particular specific act e.g., appearance before Tax authorities or before ROC for presenting documents for incorporation of a company or before a Sub-Registrar for registration of documents etc. (It is also called as special / Particular power of attorney)
- b) **General Power of Attorney:** A power of attorney executed for the purpose of generally representing another person, or for performing more than one act, is called a 'General Power of Attorney'.

**SIMILAR QUESTION:**

1. What are the ingredients that are necessary to prepare power of attorney?

A. Refer the above answer.

**Q.No.5. Draft a 'Power of Attorney' by subscribers of MOA of the Company authorizing a Chartered Accountant to appear before the ROC to do the needful for the purpose of incorporation of the company. (A) (PM)**

**POWER OF ATTORNEY AUTHORIZING CHARTERED ACCOUNTANT TO APPEAR BEFORE THE REGISTRAR OF COMOPANIES:**

We, the undersigned, being the subscribers to the Memorandum and Articles of Association of XYZ private limited. do hereby appoint and constitute.....son of..... (hereinafter called "Chartered Accountant" who has subscribed his signature hereunder in token of identification) presently residing at .....as our lawful Chartered Accountant in our name and on our behalf to do any one or all the following acts, deeds, things namely

1. To give all particulars necessary for incorporation of company.
2. To give affidavit to the Registrar of Company for the purpose of incorporation.
3. To do needful acts necessary for incorporation of the company
4. To receive documents on behalf of the members of the company.
5. To sign forms, documents and papers required for the purpose of incorporation of the company.

Dated ..... at this ..... Day of .....

(Address)

Specimen signature of the Chartered Accountant above named

Notary Public

**Q.No.6. M/s. Assure Investments, a firm of partners A and B, appoint and authorize Mr. X giving powers to sell and sign transfer deeds for transfer of shares and debentures by executing an instrument of the "Power of Attorney".**

**Draft such instrument of the "Power of Attorney" of the firm. (A) (PM, N12 – 4M, RTP – N16)**

**POWER OF ATTORNEY TO EXECUTE A DEED FOR THE TRANSFER OF SHARES AND DEBENTURES**

BY THIS POWER OF ATTORNEY, M/s. Assure Investments (full details), the firm hereby appoints Mr. X (full details) as Attorney of the firm, to act in its name and on its behalf and to do or execute all or any of the acts or things relating to transfer of shares and debentures, that is to say :

1. To receive from..... (Full details), the transferee the sum of Rs.....(Rupees..... only) being the price agreed to be paid to the firm by the said transferee for the purchase of (full description of shares and debentures) under an agreement dated.....and to give proper receipt and discharge for the same.
2. To execute a transfer deed of the said shares and debentures.
3. To present the said transfer deed for registration before the proper registration authority, to admit the execution thereof, to do all acts, deeds and things which may be necessary for registering the said transfer deed.
4. To execute or to do all acts, things or deeds or assurance for the completion of the transfer of the said shares and debentures.

AND, the firm DO HEREBY AGREE to ratify all acts, things, deeds or proceedings lawfully done by the said Attorney on behalf of the firm and in the name of the firm by virtue of this power of attorney and the same shall be binding on firm in full force or effect.

IN WITNESS WHEREOF the firm have executed this power at .....this.....day of ..... 20 .....

Witness: 1 \_\_\_\_\_

Signature

2 \_\_\_\_\_

(Executant)

**Q.No.7. Draft a 'Power of Attorney' by an assessee authorizing a Chartered Accountant to appear before the Income Tax officer in respect of the pending taxation matter. (A)**

(PM, N14 – 4M)

### **POWER OF ATTORNEY TO APPEAR BEFORE INCOME TAX OFFICER**

I, -----Son of /daughter of /wife of-----aged-----years, resident of-----assessed to Income Tax in-----Circle/ward, holding Income Tax permanent Account Number-----do hereby appoint and authorize Mr./----- Chartered Accountants, having office at----- represented by Mr./-----whose signatures are attested hereunder to do one or all of the following acts, deeds and things namely:

1. To represent me before the Income Tax Officer in connection with the pending taxation matter for Assessment year 2016 - 2017.
2. To Sign and submit to the Income Tax Officer such forms, documents and papers as may be required in connection with the said matter.
3. To furnish such information and explanations as may be required for disposing of the said matter.
4. To submit affidavits before the Income Tax officer with respect to the said matter.
5. To receive letters of objections, representations and other documents in connection with the said matter.
6. To do such other acts, deeds and things as are required in connection with the said matter.

The explanations, documents and affidavits furnished by my Attorney, Mr-----shall be binding on me, and shall have same effects and consequences as if they were furnished by me personally.

This power of Attorney is executed by me with free consent and without any coercion or undue influence.

Name and signature of the Assessee

Place:

Date:

I, Mr. ----- hereby declare that I am duly qualified, and agree, to represent the abovementioned assessee.

Name and Signature of Attorney

Place:

Date:

**Q.No.8. Draft a Power of attorney to execute a sale deed. (A)**

**(SM)**

**POWER OF ATTORNEY TO EXECUTE A SALE DEED**

BY THIS POWER OF ATTORNEY, I .....aged .....years, son of ..... resident of ..... Hereby appoint .....aged .....years, son of .....resident of ....., as my Attorney to act in my name and on my behalf and do or execute all or any of the acts or things hereinafter mentioned, that is to say:

1. To receive from ..... aged about.....years, son of ..... resident of.....the Purchaser the sum of Rupees ..... (Rs.....) only being the price agreed to be paid to me by the said Purchaser for the purchase of (give full description of property) under an agreement dated ..... and to give proper receipt and discharge for the same.
2. To execute a sale-deed of the said property.
3. To present the said sale-deed for registration before the proper registration authority, to admit the execution thereof, to do all acts, deeds and things which may be necessary for registering the said sale-deed.
4. To execute or to do all acts, things or deeds or assurance for the completion of the sale of the said property.
5. To deliver possession of the said property to the Purchaser or his nominee.

AND I DO HEREBY AGREE to ratify all acts, things, deeds or proceedings lawfully done by my said Attorney on my behalf and in my name by virtue of this power of attorney and the same shall be binding on me in full force or effect.

IN WITNESS WHEREOF I have executed this power at .....this.....day of.....19.....

Witness:

Executant

**Q.No.9. What do you understand by "lease deed"? Draft a lease deed assuming necessary facts. (A)**

**(PM, RTP – M12, M13 - 8M)**

**LEASE DEED:** Sec.105 of the Transfer of Property Act, 1882 defines the term 'Lease'.

1. It is a transfer of enjoyment of immovable property by one person called the "lessor" to another person called the "lessee" for consideration.
2. In order to constitute the valid lease, there must be a transfer of right to enjoyment of immovable property. Delivery of possession of the property is not a condition preceded for operation of a lease.
3. The terms of lease including the period of lease, amount of rent etc. are contained in a leased agreement or deed duly executed and signed by both the lessor and lessee.

**LEASE DEED OF LAND FOR LIMITED PERIOD**

THIS DEED OF LEASE of land made on.....day of.....between.....  
S/o.....R/o..... (hereinafter called the 'LESSOR') and ..... S/o..... R/o .....  
(herein after called the 'LESSEE')

**Whereas both the lessor and the lessee agree to the following terms and conditions:**

- 1) That the lessor agrees to lease out the land located in ..... to the lessee with effect from.....for a period of ..... years on payment of monthly rent of Rs.....payable on the fifth day of each month in advance.
- 2) That the lessee agrees to take the aforesaid piece of land on lease. He shall pay the rent hereby reserved in the manner hereinbefore stated.
- 3) That the responsibility to pay all rates, taxes and charges which are payable or may so become at a future date in respect with the leased land, shall rest upon the lessor.
- 4) That the lessee shall deliver the peaceful vacant possession of the leased land to the lessor at the termination of the period of lease.
- 5) Lessee intending to vacate the leased land at an early date, shall give notice to the lessor to vacate the leased land at the expiry of the period stated in the notice.
- 6) Default in payment of rent for four consecutive months shall entitle the lessor to enter upon the said land and determine the lease.

IN WITNESS WHEREOF, the lessor and the lessee have signed this deed on the day and year first above stated.

Witness.....

Lessor.....

Witness.....

Lessee.....

**SIMILAR QUESTION:**

1. Draft a lease of land for a limited period.
- A. Refer the above lease deed.

**Q.No.10. Draft a lease deed for giving a building on lease. (A) (For Students Self-Study)**

**LEASE DEED OF BUILDING**

THIS DEED OF LEASE is made on 17<sup>th</sup> day of April, 2017 at GUNTUR between R. Ramu, S/o Ravi, Age of 29 years, R/o Srinivas Nagar, Guntur (hereinafter called THE LESSOR) (this expression shall include legal heirs, successors and official assignees) AND S. Ramu, S/o Kanaka Rao, age of 29 years, Resident of 4<sup>th</sup> line, Broidipet, Guntur (hereinafter called THE LESSEE) (this expression shall include legal heirs, successors and official assignees).

WHERE AS LESSOR is the absolute and unconditional owner of the property (hereinafter called THE SCHEDULED PROPERTY)

WHERE AS THE LESSEE is willing to take the scheduled property on lease and the lessor consented the same.

WHERE AS the both the parties have agreed as follows

**NOW THE DEED WITNESSETH AS FOLLOWS:**

1. The rent of lease is Rs.50,000 per month.
2. The duration of the deed lease is three years from the date of agreement.
3. Lessee agreed to pay 6 months lease rent in advance.

4. The rent of lease shall be paid for previous month by the 5<sup>th</sup> of the following month.
5. The municipal taxes, water taxes, electricity bill all other utility bills and any other payment claims in that scheduled property shall be borne by the Lessor during the lease period.
6. Delayed payment of rent shall attract 15% interest.
7. If any loss is caused to the scheduled property due to negligence of lessee during lease period shall be borne by lessee and Lessor is entitled to claim such loss from lessee.
8. The purpose of lease is for maintaining a junior college and hostel for that college.
9. The lease agreement shall be cancelled at the option of Lessor on happening of any of the following conditions.
  - a) Nonpayment of room rent for consecutives three months.
  - b) Use of leased property for the purpose other than for specified purposes.
  - c) Severe damage to the leased property.
10. Scheduled property:
 

15,000 sq. ft. white colored 3 staired building bounded as under -

East by	James women's college
West by	Master Minds
North by	Inox multiplex
South by	Two town police station

IN WITNESS WHERE OF the said parties have hereby and here above agreed as on 17<sup>th</sup> day of April, 2017

**Witnesses:**

Sd/-

**Parties:**

Sd/-

**Q.No.11. Explain Affidavit and its model format. (A)**

**(PM)**

### **AFFIDAVIT:**

1. An affidavit is a written statement used mainly to support certain applications and in some circumstances as evidence in court proceedings.
2. A person who makes the affidavit is called the Deponent and must swear or affirm that the contents are true before a person who has the authority to administer oaths in respects of the particular kind of affidavit. (*Ex. Notary Public*)

### **MODEL FORMET OF AFFIDAVIT:**

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

.....  
 .....  
 .....

Sworn on this..... day of .....

Date: .....

Signature

Place: .....



**Q.No.12. Draft an affidavit certifying that SF Ltd. does not have any tax dues to the Central Government. (A)** (N16 – 4M)

**AFFIDAVIT HAVING NO TAX DUES TO THE CENTRAL GOVERNMENT**

I, Mr MNB, son of Mr SCD aged 50 years residing at Mandir Marg, Nagpur, Maharashtra, hereby solemnly affirm and declare on oath as under:

That SF Ltd has cleared all tax dues of the Central Government and does not have any tax dues outstanding towards Income Tax / service Tax / Central Excise or any other Central Government authority as on to-day, i.e. 4th November, 2016

Sworn on this 4<sup>th</sup> day of November, 2016

Date: 04/11/2016

Place: Nagpur

Signature: -----

(Deponent)

**Q.No.13. Draft an Affidavit for transmission of shares. (A)**

**AFFIDAVIT FOR TRANSMISSION OF SHARES**

I, ----- Son of /daughter of /wife of ----- aged ----- years. resident of ----- do hereby solemnly and sincerely swear and state as under.

1. That Mr./Mrs./Miss ----- the shareholder of ----- (Company name), resident of ----- died on ----- at -----
2. That the late Mr. /Mrs./Miss ----- died intestate, Leaving behind me as his/her legal heir.
3. That I am the only heir legally entitled to inherit the assets / estate of the said deceased and that no other person has any right in the said assets/estate of the deceased.
4. That the late Mr. / Mrs. / Miss ----- held in ----- Limited / Private Limited ----- Number of shares as per the details below.

Folio No.	No of shares	Share Certificate No	Distinctive No	Nominal value	Paid Up value

5. That I am entitled to get the said ----- (number of shares) shares held by the deceased, and no other person has any objection whatsoever to the Company's effecting transmission of the said shares to my name.

I, therefore request the Board of Directors of ----- Limited /private Limited to effect transmission of these shares to my name.

Sworn on this ----- day of ----- 2017 at ----- at ----- (place)

Before me:

Signature of the Department

(Signature of the person before whom the affidavit is sworn)

**VERIFICATION**

I Solemnly affirm that what is stated hereinabove is true to the best of my knowledge and belief and that no part thereof is incorrect.

Place:

Date:

Signature of the Deponent

**Q.No.14. Draft an Affidavit for duplicate share certificate. (A)****AFFIDAVIT FOR DUPLICATE SHARE CERTIFICATE - SPECIMEN**

I -----Son of / daughter of / wife of-----aged ----resident of -----do hereby solemnly and sincerely swear and state as under:

1. That I am the shareholder of -----Limited/private Limited and hold-----shares as per the details below:

Folio No.	No. of shares	Share Certificate No.	Distinctive No.	Nominal value	Paid Up value

2. That the share certificate in respect of the above shares has been lost and is not in my possession.

3. That I have not transferred the said shares or any of them in favour of any other person.

I, therefore, request the Board of directors of -----Limited/private Limited to issue to me the duplicate share certificate in respect of the above shares.

I confirm that if original share certificate is found, I will surrender it to the Company.

Sworn on this----- day of ----2017 at ----- (place).

Before me:

Signature of the Department

(Signature of the person before whom the affidavit is sworn)

**VERIFICATION**

I Solemnly affirm that what is stated hereinabove is true to the best of my knowledge and belief, and that no part thereof is incorrect

Place:

Date:

Signature of the Deponent

**Q.No.15. What is Indemnity Bond? (B)****(PM)****INDEMNITY BOND:**

1. A contract of indemnity as defined u/s 124 of the Indian Contract Act, 1872 is a contract by which one party promises to save the other from loss caused to him by the conduct of the promisor himself, or by the conduct of any other person, is called a "contract of indemnity".
2. A person who gives the indemnity is called indemnifier and a person for whom protection is given is called the indemnity holder.

**Q.No.16. Mr. A has not received a dividend warrant of Rs 1,500 for 150 shares of XYZ Ltd. Draft an indemnity bond, to be given to the company for seeking release of Dividend. (A)**  
(PM, RTP – N11, N15 & M16, M12 - 4M, M16 - 5M)

**INDEMNITY BOND**

Mr. A S/o ..... resident ..... do hereby agree to indemnify the XYZ Ltd. for any loss that may occur for seeking release of dividend for 150 shares of Rs 1500.

I further declare that personally I have not received the dividend warrant in question.

Date:

Mr. A

Place:

Signature

**Q.No.17. SVA Limited dispatched Bonus Share Certificate to Mr.R.R did not receive the Bonus Share Certificate as it was lost in the transit. R applied to the company to issue the Bonus share certificate in duplicate. SVA Limited asked Mr. R to submit an Indemnity Bond so that Bonus Share Certificate in duplicate may be issued to him. Draft an Indemnity Bond to be given by R to the company for seeking release of Bonus Share Certificate in duplicate. (B) (PM, M09 – 5M)**

### INDEMNITY BOND

Mr. R S/o X resident of Mumbai do hereby agree to indemnify the SVA Limited for any loss that may occur for seeking release of Bonus Share Certificate in duplicate of 50 equity shares of Rs.10 each fully paid. I further declare that personally i have not received the Bonus Share Certificate issued by the company for which the company is claiming that it has already been dispatched.

Date.....

Signature

Place: Mumbai

(Mr. R)

**Q.No.18. Write a short note on Gift deed. (B)**

**(SM)**

### GIFT DEED:

1. It is governed by the Transfer of Property Act, 1882 and Indian Succession Act, 1925.
2. Gift is defined as the transfer of certain movable or immovable 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.
3. A gift to be valid must be accepted by the donee during the life time of the donor.
4. For gifting of immovable property registration is must and that of movable property it is optional.
5. A gift deed requires compulsory attestation by witness.
6. **Registration:**
  - a. ***In case of gift of immovable property:*** the transfer must be effected by a registered instrument signed by or on behalf of the donor, and attested by at least two Witnesses.
  - b. ***In case of gift of movable property:*** the transfer may be effected either by a registered instrument signed as aforesaid or by delivery. Such delivery may be made in the same way as goods sold may be delivered.

**Q.No.19. Mr.S gifted his house to his nephew P, on account of Natural Love and Affection. Draft a gift deed. (A) (PM, RTP - N12)**

### GIFT DEED

THIS DEED OF GIFT made on this .....day of ..... between S, aged about.....years, son of ..... resident of ..... (hereinafter called "THE DONOR") of the one part AND P, aged about.....years, son of ....., resident of ..... (hereinafter called "THE DONEE") of the other part:

WHEREAS the Donor is the absolute owner in possession of the house situated at .....

AND WHEREAS the Donor has no issue and the Donee is the nephew of the Donor and has been living with him since childhood.

AND WHEREAS the Donor out of natural love and affection for his said nephew, the Donee, is desirous of making a gift of the said house to the donee.

NOW THEREFORE THIS DEED WITNESSES as follows:

1. That in consideration on natural love and affection of donor for the Donee, the donor hereby voluntarily transfers to the Donee free from all encumbrances whatsoever ALL the said house with ALL rights of easement, privileges assigned thereto.
2. That the Donor or his heirs shall have no interest in the said house hereafter.
3. That the Donee hereby accepts the said transfer made by the Donor.
4. That the value of the said house is Rupees -----only (Rs. -----).

IN WITNESS WHEREOF the parties hereto have signed this deed at ..... in presence of the witnesses on the date and year first hereinabove written.

Donee

Donor

**Q.No.20. Draft Memorandum of Association [MOA] of a Company. (B) (SM, RTP – N11)**

### MEMORANDUM OF ASSOCIATION

MEMORANDUM OF ASSOCIATION OF..... PRIVATE LIMITED / LIMITED

(Company Limited by Shares) (Incorporated under the Companies Act, 2013)

**1. Name Clause:**

The Name of the company shall be .....PRIVATE LIMITED/ LIMITED.

**2. Situation clause:**

The Registered office of the company shall remain in the ..... (mention the State) and at present it is at the following address

.....  
.....

**3. Objects clause:**

(a) The objects to be pursued by the Company on its incorporation are:

.....  
.....

(b) Matters which are necessary for furtherance of the objects specified in clause 3(a) are

.....  
.....

**4. Liability clause**

The liability of the members is limited.

**5. Capital clause**

The Share capital of the company is Rs..... Divided into  
..... shares of ..... rupees each.

**6. Subscription clause (Other companies)**

We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Subscription clause (applicable in the case of OPC)

I, whose name and address is given below, am desirous of forming a company in pursuance of this Memorandum of Association and agreed to take all the shares in the capital of the company.

## 7. Nominee clause (applicable in the case of OPC)

Shri / Smt ..... Son / Daughter of ..... resident of .....  
aged ..... years shall be the nominee in the event of death of the sole member.

Dated ..... This Day of ..... at .....

**Q.No.21. State the contents that are required for drafting an Annual Report of a Company. (B)**  
**(SM, M10 - 5M)**

**ANNUAL REPORT OF A COMPANY**

Sec. 136 of the Companies Act, 2013 requires that a copy of every financial statement (including the Consolidated financial statement, Auditor's report along with the annexure, or attachment thereto) which is to be laid before the AGM of the company shall be sent, not less than 21 days before the meeting, to every member of the company, every trustee for the debenture holders and all other persons who are so entitled".

The following are the main contents are required for drafting an annual report of a company.

- a) Company information
- b) Organization structure
- c) Leadership team
- d) Technology
- e) International operations
- f) Corporate social responsibility
- g) Directors' report
- h) Auditors Reports
- i) Independent and Consolidated financial statement
- j) Graphs – Independent financials
- k) Management discussion and analysis

**THE END**