JAHANGIR TUTORIALS

COMPANY SECRETARY CLASSES

DRAFT FORMATS
PART – 2

CS PROFESSIONAL



FORMAT FOR AGREEMENT/DEED

	A	<u>GREEMEI</u>	NT/DE	<u>ED</u>		
THIS AGREEMENT/DEED into aton the				de and	l enter	red
	BETWI	EEN				
		Inhabita , hei				
PARTY" (which expression context or meaning thereof executors, administrators	f be deem and assig	ed to means) of the	ın and i	nclude		
	AND					
	_ S/o				Indi	ian
Inhabitant, having	_					
Licensee (which repression meaning thereof be deemed successors) of the Other P WHEREAS the First Pa	ed to mea	in and inc	clude h	is succ	essors	or
AND WHEREAS the Second	nd party	is engag	ed in t	the bus	siness	of
AND WHEREAS the First p	arty has	approach	ed the S	Second	party	to
AND WHEREAS the parties		ıtually ag	;reed o	n the te	erms a	nd



NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Consideration Clause

In consideration of the total sum of Rs. [Insert Amount], which has been paid by [Party A] to [Party B] on [Insert Date], and the receipt of which is acknowledged herein, with a copy of the receipt attached, [Party B] transfers, assigns, and delivers [describe the obligation, goods, or services] to [Party A] as per the terms and conditions of this agreement.

2. Covenant and Indemnity Clause

Covenants

[Party B] hereby covenants with [Party A] and provides the following assurances:

- [Party B] confirms that they have the **full right, power, and legal authority** to enter into this agreement and perform all obligations stated herein.
- The subject matter of this agreement, whether in the form of property, services, or intellectual rights, is free from any and all encumbrances, including but not limited to liens, mortgages, claims, legal disputes, or third-party rights.
- [Party B] assures that they will fully comply with all applicable laws and regulations and will execute any necessary documents required to ensure a clear and legally valid transfer of rights.

Indemnity

If any of the **covenants**, **representations**, **or warranties** stated in this agreement are later found to be **false**, **inaccurate**, **or misleading**, or if **[Party A]** suffers **any financial loss**, **legal dispute**, **or damages** as a result of such misrepresentation or breach, **[Party B]** shall be solely responsible for all **liabilities**, **costs**, **claims**, **and legal expenses** incurred. **[Party B]** further agrees to fully **indemnify and hold harmless [Party A]** against any such losses.

3. Force Majeure Clause

Neither party shall be held responsible for any **failure or delay** in fulfilling their contractual obligations if such failure or delay arises due to **unforeseen events beyond their control**. These events shall include, but are not limited to:



- **Natural disasters**, such as earthquakes, floods, or hurricanes;
- Acts of God, including pandemics and unforeseen global crises;
- War, terrorism, or civil unrest causing disruption in performance;
- Governmental restrictions, regulatory changes, or legal prohibitions;
- Cyberattacks, power outages, or industrial strikes affecting operations.

If a **force majeure event** continues to prevent performance for a period exceeding **[Insert Duration]**, either party shall have the right to **terminate the agreement** with prior written notice.

4. Confidentiality Clause

Both parties agree that all **confidential information** exchanged under this agreement shall be **strictly protected and not disclosed** to any third party without obtaining prior **written consent** from the disclosing party.

For the purpose of this clause, **confidential information** includes, but is not limited to:

- Business strategies, financial data, client lists, trade secrets, and intellectual property;
- Any **proprietary processes, formulas, or technical know-how** belonging to either party;
- Any **internal reports, negotiations, or communications** not intended for public disclosure.

This **confidentiality obligation** shall remain in effect **even after the termination or expiration** of this agreement for a period of **[Insert Number]** years.

5. Termination Clause

This agreement may be **terminated** by either party under the following conditions:

- **Mutual agreement** in writing between both parties to discontinue the contractual relationship.
- A material breach of any term or condition of this agreement by either party, provided that the breaching party fails to rectify the breach within [Insert Number] days after receiving written notice.
- If either party is declared **insolvent**, **files for bankruptcy**, **or undergoes liquidation**, thereby affecting their ability to fulfill contractual obligations.



• If a **force majeure event** continues to obstruct performance for more than **[Insert Duration]**, making it impractical to continue.

Upon **termination of the agreement**, both parties must promptly return or destroy all **confidential information**, **proprietary materials**, **and intellectual property** that belong to the other party.

6. Arbitration Clause

If the parties **fail to resolve the dispute amicably** within **[Insert Number]** days from the date of notification, the dispute shall be **referred to and finally settled by arbitration** in accordance with the **[Insert Arbitration Act and Rules]**.

- The arbitration shall be conducted in [Insert Location].
- The arbitration proceedings shall be conducted in [Insert Language].
- The decision of the arbitrator(s) shall be final and binding on both parties.
- Each party shall bear its own costs, unless otherwise awarded by the arbitrator.

7. Restrictive Covenants

For a period of [Insert Number] years from the execution of this agreement, [Party B] agrees to adhere to the following restrictions:

- Non-Solicitation: [Party B] shall not directly or indirectly solicit, approach, or attempt to solicit customers, clients, employees, or suppliers of [Party A] for any competing business.
- No Unauthorized Use: [Party B] shall not use any trade secrets, confidential data, or business processes of [Party A] for any unauthorized purposes.
- **Geographic Limitation**: **[Party B]** shall not engage in any **competing business activities** within **[Insert Geographic Location]** without obtaining prior written approval from **[Party A]**.

Both parties acknowledge that these **restrictive covenants** are fair, reasonable, and necessary to protect the **legitimate business interests** of **[Party A]**.

8. Non-Compete Clause

During the term of this agreement and for a period of [Insert Number] years following its expiration or termination, [Party B] agrees that they shall **not**, **directly** or indirectly:



- Engage in, own, manage, operate, or provide services to any business that is in competition with [Party A] within [Insert Geographic Location].
- **Use confidential business strategies, client data, or trade secrets** obtained from **[Party A]** to establish or promote any competing business.
- Offer similar services or products that directly compete with [Party A], either independently or through any third party.

If [Party B] breaches this non-compete obligation, [Party A] shall have the right to seek injunctive relief, damages, and any other legal remedies available under applicable law.



IN WITNESS WHEREOF the Parties hereto have set their respective hands on the day month and year first hereinabove written.

		_		
SIGNED SEALED AND DELIVERED]				
By the withinnamed – First Party]			<u>Photo</u>	
Name -]			5
In the presence of				
]			Signature	
Signature of Witness Name :			Name of First Party	<i>'</i> -
Address :				
]			
SIGNED SEALED AND DELIVERED]				
By the withinnamed – Second Part	y]		<u>Photo</u>	
Name -]			
In the presence of]		
Signature of Witness Name :			Signature Name of Second pa	arty
Address :	1	ļ		

*** SIGNED SEALED AND DELIVERED ***



<u>WILL</u>

	I,, age 65 years old, Muslim, an Indian
inh	nabitant of Mumbai, residing at,
Мι	umbai 400003, do hereby declare that, I have not made any will or
tes	stamentary writing before, I do hereby declare that, this to be my last
Wi	ll and Testament.
1.	I declare that, I possessed and occupied the immovable property
	being Room NoMumbai
	400003, situated on the land bearing C.S. Noof Division, Mumbai
	City and in the Registration District of Mumbai (hereinafter referred
	to as 'the said Property') under tenancy on 'Pagdi Basis' from
	landlord, Maqsood A. Solanki and I am regularly paying monthly rent
	towards my tenancy premises to Landlord.
2	Now I am 65 years old and though I am physically and mentally fit and
	I have full and absolute power and discretions to write this Will.
	Thave full and absolute power and discretions to write this will.
3.	I hereby declare that, I have legal heirs i.e. wife,,
	Daughter,, sons, and
	·
4.	I hereby declare that, I do hereby bequeath my aforesaid immovable
	property being Room No



gesture my one son,						w	ill	not get	and	
entitle any ri	ghts,	interest	and	share	in	this	Room	in	whatso	ever
manner.										

5. I hereby declare that, after my death, the said Property will go to and devolve by share as under :

	Name	Share
i)	Wife,	25 %
ii)	Daughter,	25 %
iii)	Son,	50 %

6. I hereby declare that I am executing this last will voluntarily out of my own free will without any compulsion or pressure of any person having a sound mind.

7.	I	do	hereby	appoint,	residin	g at
					, Mumbai-400010 to	o be my
	e	xecutor of t	his will.			

8. I state and declare that the contents of this Will have been read out and explained to me and I am fully satisfied with the contents of the same and out of my own free will and I have signed in the presence of witnesses.



IN WITNESS WHEREOF I,	, have set my hands
on this will at Mumbai this the 17 th day of Au	gust 2019.
SIGNED by the within named	
MR.)
As his last Will and Testament after)
the same has been read over to him)
in the joint presence of himself and)
us who, at his request and in such)
joint presence, have hereunto set)
and have subscribed our name as)
Attesting witnesses)



WTNESSES:	
1	
Name:	
2	

Name:

SALE-DEED

THIS INDENTURE OF SALE is made and entered into at Mumbai, on this
day of January, 2018;
BETWEEN
an Adult, Indian Inhabitant of Mumbai, presently residing
at, hereinafter called and
referred to as the SELLER (which expression unless repugnant to the
context or meaning thereof shall mean and include his heirs, executors,
administrators and assigns) of the ONE PART
AND
, an adult, Indian Inhabitant of Mumbai, residing
at:, hereinafter called and referred to
as the PURCHASER (which expression unless repugnant to the context or
meaning thereof shall mean and include his heirs, executors,
administrators and assigns) of the OTHER PART;
AND WHEREAS the SAID FLAT NO.
as the said FLAT PREMISES) the Said Flat/Property Constructed by
through its partner.
WHEREAS the Said Flat Purchased by theby
Registered document vide Register No on dated
(herein after called the Seller is the occupied owner of
the said FLAT premises) so he have rights, title and interest to seal the
above said property/flat.



difficulties and unavoidable AND WHEREAS due to personal circumstances, the Seller could not look after and manage all the affairs of the said FLAT premises therefore the Seller has decided to sell the said FLAT premises and the Purchaser has agreed to purchase the same which is of absolute ownership rights and the same occupancy rights which are vested in him as mentioned above which he wishes to sell and transfer for a total sum of Rs. 8,50,000/- (Rupees Eight Lakhs Fifty Thousand Only) the Purchaser with which the Seller is willing to sell, transfer and assign all his absolute rights as well as the other rights over the said FLAT premises which he has acquired from the Developer/Board as stated above on execution of this deed of sale and on receipt of full and final consideration.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER;

- The Seller hereby agrees to sell and the Purchaser had agreed to purchase the said FLAT premises to the said Purchaser at and for the price of Rs. 8,50,000/- (Rupees Eight Lakhs Fifty Thousand Only);
- 2. The Purchaser had already paid the said sum of Rs. 2,00,000/(Rupees Two Lakhs Only) by Cheque No. 064721, drawn by Axis Bank on dated 24/12/2017 to the Seller herein towards Token amount and purchaser agree to balance Mortgage Loan amount of the said Flat Premise by Monthly EMI, and after paid full and final EMI of FLAT premise, the said Seller agree to done Registration procedure of the said flat without taken any amount from the Purchaser for the Said Flat.



- 3. The Purchaser can on his personal move and try to get the ownership rights of the above FLAT premises officially transferred in his name after approaching the authorities of the Developer/Thane Municipal Corporation/Local Body or any other Board and after fulfilling the requirements as called for and as required from time to time by the authorities of the Board or as the case may be.
- 4. The Seller hereby agrees and accepts to keep harmless and indemnified the Purchaser free from all expenses and costs and losses incurred or suffered for or arising from and out of the untruthfulness or inaccuracy of the matters in these paragraphs mentioned above.
- 5. The Seller also further agrees and accepts that he shall at the request of the Purchaser do or caused to be done everything reasonably for the purpose of more fully assuring, selling and transferring full and complete rights to the true meaning and intend to these presents.
- 6. That on receipt of full and final payment the Seller has relinquished all his right, title and interest in the abovesaid FLAT premises and other rights in the new FLAT and the Seller has transferred and passed the new FLAT rights to the Purchaser.
- 7. The Seller hereby or in future or any member from his family or through his shall come to claim any rights over the said FLAT



premises which he has, transferred and passed on to and in favour or the Purchaser in respect of the premises.

IN WTINESS WHIEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and the year first hereinabove written.

SIGNED AND DELIVERED by the]			
Withinnamed SELLER]			
]				
In the presence of	1				
Signature]		
Name :	<u> </u>]		
Address :]		
]	
]	
SIGNED AND DELIVERED by the]			
Withinnamed PURCHASER]			
]				
In the presence of]				
Signature]		
Name :]		
Address :]		
]	
]	



RECEIPT

RECEIVED of and from	the withinnamed
PURCHASER, a sum of Rs. 2,00,000/- (R	upees Two Lakhs Only) as
and by way of Token amount of the abo	ovesaid FLAT premises and
settlement as mentioned in these preser	nts.
I SAY RECEIVED RS 2,00,000/- (Rupees Tv	wo Lakhs Only)
Mr	
Witnesses:	SELLER)
1. Signature	
Name :	-
Address :	_
	_
	_
2. Signature	
Name :	-
Address :	_
	_
	_



LEAVE AND LICENCE AGREEMENT

ARTICLES OF THIS AGREEMENT, is made and entered in to at Mumbai on							
this 17 th day of November, 2017 BETWEEN,aged about							out
39 years,	Indian	Inhabitant	of	Mumbai,	having	add	at:
			, h	ereinafter o	called and	referre	d to
as the referre	as the referred to as the "LICENSOR" (which expression shall wherever the						
context so	or admits	, mean and	inclu	de their h	eirs, exec	utors a	and
administrato	rs and ass	igns) of the "	ONE F	ART"(FIRST	PART)		



AND

2. The Licensee has paid a sum of Rs. 55,000/- (Rupees Fifty Five Thousand Only) by Cash way of 11 months Advance Rent which is deposit, for said Premises and monthly compensation of Rs. 5,000/- (Rupees Five Thousand Only) for use of the said apartment every month, the said rent will be



adjusted every month from the Advance 11 month Rent paid amount Rs. 55,000/- so after adjusting 11 months of rent from the said amount the Licensor will not return any amount after the expiry of the said agreement and Licensee will not pay any rent every month to the Licensor.

- 3. It is agreed between both the parties that the Water charges and Electricity
 Charges of the above said premises will be paid by the both the parties
 equally.
- 4. The Licensee will not use the said premises for any illegal activities or anti social activities and also not create any nuisance to the neighbors and if any damage is done by the licensee then it will be deducted by the licensor from security deposit.
- 5. It is agreed between both the parties that the Licensee shall all the festival, vagrancies, cable charges and other charges of the above said premises.
- 6. The Licensee will not make any change, alteration or addition in the said premises.
- 7. The Licensee shall keep his own goods and articles in the said premises at the risk of licensee and the licensor shall not be responsible for the same.
- 8. The Licensee shall not claim any right, title or interest or ownership in the said premises.
- 9. That, the Licensee herein shall have no right to sell, transfer, sub-let, assign or mortgage the said premises to any third party at the date of expiry of the term of this agreement.
- 10. It is agreed between both the parties either party shall give one months notice for termination of this agreement in writing.



11	.That, the Licensor is entitled to ir	nspect the said prer	nises after	givin	g
	prior intimation to the Licensee a date.	and at the mutual	convenient	time	and
12	It is agreed between both the parprent of the part of		see shall use	the	said
13	The vacant physical possession of over along with keys to the licens		has been	hand	ed
	IN WITNESS WHEREOF the partie their hands, on the day and the y			subscr	ibed
	SIGNED ADD DELIVERED BY				
	Within named Licensor				
	In the presence of)			
	1.				
	2.				
	SIGNED ADD DELIVERED BY)			
	Within named Licensee)			
	1				



In the presence of)	
1.	
2.	
	RECEIPT
RECEIVED of and from the within	n named "THE LICENSEE" a sum of Rs.
	nd Only) by Cash as a 11 months Advance
	not refundable after deducting all the legal
dues and rent which are payable by	y the licensee as mentioned hereinabove.
) '	say received Rs. 55,000/-
\\/itpossos	Licensor
Witnesses :-	



1.



POWER OF ATTORNEY

NOW ALL MEN BY THESE PRESENTS THAT, I,	, aged 39 years, son
of ASHOK MALIK, residing at : A	, MUMBAI –
400 060, (hereinafter referred to as the	e "PRINCIPAL") hereby nominate,
constitute and appoint	, Director of VCATS . "VCATS" or
any other Director of VCATS as may designate	ted by VCATS from time to time, with
their office at :	, to be my true and lawful
attorney (hereinafter referred to as the "A	TTORNEY"), to execute and perform,
from time to time, all or any of the following	ng acts, deeds, matters and things in
relation to any share transfer/sale and	or share purchase and/or share
subscription transactions proposed to be e	ntered into by me as a result of my
affiliation to the VCATS (the "Transaction")	namely :



- 1. To make, execute and enter into on behalf of the Principal Term Sheet, Shareholders Agreement and any other agreements or documents related to Investment Transaction, necessary for completing and giving effect to an Investment or an Exit and to renew, vary and discharge all such contracts and agreements and do all things for obtaining a renewal, variation and discharge thereof and take any steps or do anything which the Attorney in its absolute discretion considers desirable in connection with the implementation of the Transaction;
- To perform all the rights, duties and obligations of the Principal as required under the terms of the Transactions, including but not limited to appointment and removal of directors of the companies in which the Principal has invested;
- 3. To transfer/sale the share acquired as a result of the Transaction if the majority of the VCATS Investors decides and in any manner whatsoever including through the execution of the relevant documents;
- 4. To appoint one or more persons to act as a substitute attorney for the Principal and to exercise one or more of the powers conferred on the Attorney by this power of attorney other than the power to appoint a substitute attorney and revoke any such appointment;

PROVIDED THAT this power of attorney shall be revocable save with written consent of the Principal to VCATS;

AND the Principal does hereby undertake to ratify and confirm whatever the Attorney purports to do in good faith in the exercise of any power conferred by this power of attorney;



AND the Principal undertakes to indemnify the Attorney fully against all claims, losses, costs, expenses, damages or liability which they sustain or incur as a result of any action taken by them in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

In witness whereof;

(Principal)

Witness:

1.

2.



PROMISSORY NOTE

l,	, aged about 49 years, an Adult, Indian Inhabitant,
residing at :	, MUMBAI – 400 025, do hereby
state as follows :	
I say that I have received C	Cash a Sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only)
as and by way of friendly L	oan from, aged about 41
years, residing at	, MUMBAI – 400 012.
I hereby undertake to repa	y the said amount of Rs. 10,00,000/- (Rupees Ten Lakhs
Only) to the said	, on or before within the period of 12
months (1 years 20 th Oct	ober, 2017 to 20 th October, 2018) from the date of
execution of this documen	ts.
This Promissory Note is pr	epaid on this 16 th October, 2017 at Mumbai in sound
mind, without any force,	undue influence, coercion and all contents of his
Promissory Note are binding	ng on me.
	I SAY RECEIVED CASH RS. 10,00,000/-
WITNESSE:	
1.	
2.	



SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I Ms. HARSHADA ARUN BENDRE

FROM Ms. HARSHADA ARUN BENDRE IN FAVOUR OF SMT NANDA ARUN BENDRE

D/o			,	Presently	residi	ng	at	:
WHE	REAS:			·				
a)	1	have	occupied	owned , (hereina	immoval fter for		prope sake	erty of
	conver	nience ref	ferred to as "TH	E SAID FLAT").				
b)	The sai	d Flat is t	ill in my name a	nd I am the ow	ner of the	said Fla	at.	
c)	in the	said flat o	transferring/se or and any share against the said	e certificate th	•			



- d) I am also desirous of letting out the said flat on leave and license basis or otherwise. At present I am unable to attend to the matters pertaining to and incidental to the transfer/sale of said flat and any share that may have been issued or might be issued against the said flat.
- e) It is necessary for me to appoint, nominate and constitute some one as my true and lawful attorney on my behalf and in my place.

f) In view thereof I am executing this power of attorney in favour of my

,	in view dielest rain executing and power of attenticy in lavear of my
	Mother SMT. NANDA ARUN BENDRE W/o. LATE ARUN KRUSHNARAO
	BENDRE, having and his address at :
	NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that I
	, do hereby nominate, constitute and appoint
	my Mother, having his address at :
	, as my true and lawful attorney to do the
	following acts, deeds, matters an things in my name and on my behalf that
	is to say:

- (1) To Sell, transfer, convey, my share in the said flat and/or to enter into any agreement in relations to my undivided share the said flat and any share certificate that may have been issued or might be issued against the said flat.
- (2) To Execute any instruments of transfer or other documents as may be necessary for the transfer or sale of my entire rights, title and interest in the undivided share in the said flat and any share certificate that may have been issued or might be issued against the said flat.
- (3) To Sign such Sale Deed, documents, papers, writing etc. as may be required for the purpose of the transfer/sale of my undivided share in the said flat and any share certificate that may have been issued



or might be issued against the said flat and/or any agreement in relation thereto.

- (4) To Execute any instruments for letting out the said flat.
- (5) To Enter into any correspondence with any authority, person or body including Housing Society (Proposed) managing the said Building, ______ or Sub Registrar or registrar, Ration Card Office, Electricity Office, to make any applications to any such authority, person or local body to pay any amounts to receive discharges and to do such act, deed or thing whatsoever in connection with the said flat and any share certificate that may have been issued or might be issued against the said flat.
- (6) To Accept service of any notice or letter or correspondents from any authority, person, body, society, courts etc. in connection with the said flat and any share certificate that may have been issued or might be issued against the said flat and accept monies in my behalf which is came by this sale deed transaction from purchaser party or parties or any other.
- (7) To Apply for any permission as may be required from Municipal Corporation or any other authority, person, body, society, courts, etc. in connection with the said flat and any share certificate that may have been issued or might be issued against the said flat.
- (8) To Sign, execute, present for registration, admit, execution of register or otherwise perfect or cause to be signed, executed, registered and perfected Sale agreement, lease leave & license, conveyance, re-conveyance, assignment, surrender, rectification deed, re-assignment and other assurances, which may in the opinion of my said attorney be expedient or necessary in respect of the said flat and share certificate that may have been issued or might be issued against the said flat.



- (9) To Sign any agreements or documents, to appear before the Income-tax and other authorities and before the Sub-Registrar of Assurances, before the Collector and any other authority in connection with the said flat and any share certificate that may have been issued or might be issued against the said flat.
- (10) To File Appeals, Applications, Petitions, Affidavits and to appear before any Court in any proceedings in which I am concerned in connection with said flat and any share certificate that may have been issued or might be issued against the said flat.
- (11) To Sign Vakalatnama, appoint, engage and remove any Advocates, Solicitors, Notaries and other agents as may be required for doing all or any of the acts, deeds or things which by virtue of these presents, the said Attorney is empowered to do.
- (12) To Submit any transfer form and other documents as may be required in respect of the said flat and any share certificate that may have been issued or might be issued against the said flat.
- (13) To Appoint any other attorney and to sub-delegate all or any of the powers herein contained
- (14) Generally, to sign all letters, correspondences and other documents, and present them before any authority, courts, tribunal etc. and I do hereby for myself, my heirs, executors and administrators allow, ratify and confirm.
- (15) I hereby agree that all acts, deeds and things done by the said attorney shall be constructed as acts, deeds and thing done by me, I hereby undertake to ratify and confirm whatever the said attorney shall lawfully do by virtue of the powers hereby given.



(16) This Power of Attorney is given without any consideration and the constituted has agreed to act as constituted attorney without charging any consideration.

IN WITNESS WHEREOF I,	have hereunto set and
subscribed my hands thisday of _	2013
SIGNED AND DELIVERED by the	
Within named	
ADHAR CARD	
In the presence of	
Specimen signature and photograph of	
Constitution Attorney	
SMT.	
PAN	
In the presence of	
Witness;	
1	
2	



IRREVOCABLE GENERAL POWER OF ATTORNEY

TO	ALL	TO	WHOM	THESE	PRESENTS	SHALL	COME,	I	Mr
			_Hindu ad	dult, Ind	ian Inhabita	int, pres	ent resid	ding	ξ at
ANI) WH	EREA	S I am th	e origin	ally joint ow	ner in re	espect of	ab	ove
saic	l VILL	A No.	A-22, Wł	nich is si	tuated at		w	/hic	h is
OWI	ad h	v ma	and my fa	ther Mr	-				

AND WHEREAS for the management, transfer/regularization of the said VILLA I am desirous of appointing some fit and proper person/relative as my attorney in the manner hereinafter appearing.

<u>NOW</u>	THEREFORE THESE PRES	<u>ENTS WIT</u>	NESSES AS	UNDER	<u>:</u>		
I M		,	having	,		<u> </u>	
	, wh	o is in	exclusive	use, o	ccupation,	possession	and
enjoy	ment of above said VILL	A do here	by nomina	te, cons	titute and a	opoint my fa	ther
Mr	, adult, li	ndian, In	habitant o	f Mumb	oai , residing	g at VILLA	No.
	(hereinafte	r called a	nd referred	d to as th	he said ATTO	RNEY) to be	e my
true a	and lawful attorney for m	ne and or	n my behalf	to do a	ll or any of t	he acts, mat	ters
and t	hings and to exercise all	or any o	f the powe	ers and a	authorities h	ereby confe	rred
that is	s to say						
1.	TO APPROACH the VILLA	No		S	aid appeare	d Developer	and
	Builder and permanent	and to	make nece	essary pa	ayments to	the said soc	ciety
	including the members	nip amou	ınts entran	ce fee, s	share amour	nt and atten	d its
	meeting and to make	paymen	ts to the	Kanpur	Developme	nt Authorit	y or
	Municipal Corporation	or any ot	ther local k	ody aut	hority etc. i	n respect of	the

- 2. TO SIGN necessary agreements, undertaking forms, transfer of membership forms and all other applications, documents, papers etc, for me and all my behalf in respect of the said VILLA.
- 3. TO APPROACH the authorities of the KANPUR Municipal Corporation, Sub Registrar, or any other local body authority or the said Housing Society, Electricity Service Provider, Government or Semi Government or etc., on my behalf for the payment of arrears society charges, rent Outgoing society charges, electricity bills, transfer regulation charges, transfer of membership charges and all other



above said VILLA.

payments and for making applications for getting proper service and documentation.

- 4. TO APPROACH the said VILLA No. A ______ and to make applications for membership of said society and to sign necessary agreements, undertaking forms etc, for me and on my behalf and to make necessary correspondence with KANPUR Municipal Corporation, any other local body authority, the said Housing Society, Electricity Service Provider, Government or Semi Government, Division, Collector and any other authorities for transfer/regularization for said VILLA to the name of my said attorney.
- 6. TO SIGN written statements, plaints appeals etc, for me and on my behalf in respect of the above said VILLA and to sign Vakalatnama to conduct proceedings.
- 7. TO APPROACH before the court's of justice in India or any other Competent Authority, appellate officer, judges or co-op Housing Societies, or any other courts, whatsoever in which actions, Suits, information's or complaints that is or shall or may be had brought connected or prosecuted by or against us or where unto I shall be party.
- 8. And to Make all the necessary application, sign form, programs and for that purpose to write letters and make declaration and give Indemnities, affidavits, Lease Agreement, and any other related documents, as may be necessary and to execute such documents before the sub-Registrar of Assurance and to make necessary payment to the said society and to obtain the receipts thereof.

9.	AND GENERALLY to sign all letters, corpresent them before the authorities of concerned authorities and also the said hereby for ourselves, my heirs, econfirm.	f KANI	PUR Municipal Corporation and to the, etc and I
	I, hereby state and declare that with the modern of the mo		
	IN WITNESS WHEREOF the said attor by virtue of this IRREVOCABLE GENER be binding on me as if the same were	AL PO\	WER OF ATTORNEY given hereby shall
	SIGNED, SEAL AND DELIVERED by the Within named "EXECUTANTS"		
	Mr "EXECUTANTS"]
	Specimen Signature of "ATTORNEY"]
	Mr.		1
	IDENTIFIED, INTRPETTED]	
	AND EXPLAINED BY ME]	

ADVOCATE HIGH COURT

GIFT DEED

THIS GIFT DEED executed on 05th day of August, 2017, between SMT. MENOTI ANAND aged
about 70 years, Occupation : Housewife, Hindu, Indian Inhabitant of Mumbai, presently residing at
, hereinafter called "THE DONOR" (which expression shall unless it be
repugnant to the context or meaning thereof shall mean and include his heirs executors and
administrators) of the ONE PART AND 1) Mr. GOGI ANAND aged 44 years, and 2) Mr. SUBAL ANAND,
aged 43 years, BOTH Son's of SMT. MINOTI ANAND, Hindu, Indian Inhabitant of Mumbai,
presently resident of :, hereinafter called "THE DONEE" (which expression
shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs,
executors, administrators and assigns) of the OTHER PART;

WHEREAS

The Donor is Owner of _______in the said same building, holding FIVE Share of Rupees fifty each numbered 151 to 155 (both including) vide Society Share Certificate No. 31, entitle having all rights and interest as a absolute owner the said Flat No. 803 and hereinafter referred to as "THE SAID FLAT AND GARAGE"

The said Flat & Garage are in use, occupation and possession of SMT. MENOTI ANAND.

The Donees are two Sons and legal heirs of Donor.

In consideration of natural love and affection which the Donor bears toward her two Son's the Donees herein the Donor is desirous of assigning and Transferring to the Donees by way of Gift to her right, title and interest in the said Flat & Garage in 35% each and 30% she retains for herself till her death. And after her death both sons divided the said remaining share equally.

Donor give her owned flat & garage share to her both sons as per follows :

1) Mr. GOGI ANAND 35%

2) Mr. SUBAL ANAND 35%

And Donor kept 30% share retaining till her death.

NOW THIS INDENTURE OF GIFT WITNESSETH that in pursuance of the said desire and in consideration of the natural love and affection which the Donor bears towards the Donees, She the Donor doth hereby assign, transfer and assure unto the Donees, as and by way of gift her said right, title and interest in the said shares and the said Flat & Garage as well as the Donor's right, title and interest in the ownership and beneficial right, title and interest into and upon the said shares and the said Flat & Garage together with all rights and privileges whatsoever of the Donor as a member of the society AND ALL other right, title and interest of the Donor in respect of the said shares and the said premises TO HAVE AND TO HOLD all the singular Donor's right, title and interest in the said shares and the said premises and all the Donor's right, title and interest therein unto and to the use and benefit of the Donees forever.

SUBJECT HOWEVER after Donor's death the said Donees are complete owners of the said Flat & Garage equally.

The Donor hereby declares and represents to the Donee that:-

She is the sole and absolute owner of the said Flat & Garage and nobody else is having any interest therein.

The Donor's right, title and interest in the said Flat & Garage are free and clear and freely and clearly and absolutely and forever released and discharged.

AND THESE PRESENTS FURTHER WITNESSETH that the Donor has handed over to the Donees as the sole and absolute owner thereof the Symbolic possession of the said Premises.

AND THESE PRESENTS FURTHER WITNESSETH that on the execution of these presents the Donees shall become the full and absolute owner of the said shares and the said premises and the Donor shall have limited 30% till death with the Donor right, title and interest therein of any nature whatsoever.

AND THESE PRESENTS FURTHER WITNESSETH that the Donees has accepted from the Donor the gift of her said shares and the said premises and 70% share of the Donor's right, title and interest.

IN WITNESS WHEREOF the PARTIES HERETO have put their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED]

By the withinnamed DONOR

SMT. _____]

1

SIGNED SEALED AND DELIVERED

By the withinnamed DONEES

1) Mr. _____

2) Mr. _____

2._____

Certificate of Signature Completion

This document has been signed through



Digitally signed by DS LEX SIGN Technologies Private Limited (Lex-Sign.com)

