

### **What is Lease Deed (for a term of years) Rent Agreement?**

A rent or lease agreement is an agreement that lays down pre-discussed terms and conditions under which a property is to be rented or leased between a tenant and landlord. A lease agreement is essentially an agreement for leasing of an immovable property for up to 11 months. A rent agreement can be an agreement of more than a year. All important clauses stating the terms, conditions and promises between both the parties must be included in a lease or rent agreement.

### **Why is Lease Deed (for a term of years) Rent Agreement required?**

A lease or [rent agreement](#) is an essential document that evidences the leasing or renting of an immovable property. All terms relating to such lease/rent including the time period for such lease and the purpose for which the property must be used, among other terms, must form a part of a rent agreement. Such an agreement serves the purpose of a reference document for all the parties involved. A lease or rent agreement must be drafted in an error free manner in order to protect the interests of both the parties. In case a dispute arises between the parties, this document would serve as a collaborative evidence of renting or the property and the conditions upon which it was rented.

### **What should a Lease Deed (for a term of years) Rent Agreement cover?**

1. The relevant personal details of the parties such as full name, residential addresses and ages of the parties to the agreement,
2. Details regarding rent and deposit,
3. Duties and responsibilities of and between the parties,
4. Duration of lease/rent or the term of the agreement,
5. Details regarding maintenance, electricity and water charges,
6. Lease/Rent termination and extension,
7. Clause regarding visitation rights of landlord,
8. Clause regarding security amount if any,
9. Penalty clause explaining the details of what the penalty would be if either party defaults in fulfilling its duties in accordance with the agreement,
10. Details of fixtures and schedule of property,
11. General clauses such as termination of agreement, applicable laws, dispute settlement clause, confidentiality, etc.), and
12. Date of signing of the agreement.

### **Format for Lease Deed (for a term of years) Rent Agreement**

## **Draft of Deed of Lease (for a Term of Years) Rent Agreement**

This Deed of Lease is made at ..... this ..... day of ..... between A of ..... hereinafter called 'The Lessor' of the One Part and B also of ..... hereinafter called 'The Lessee' of the Other Part.

WHEREAS the Lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises described in the Schedule hereunder written.

AND WHEREAS the Lessor has agreed to grant to the Lessee a lease in respect of the said land and premises 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 Lessee to be observed and performed the Lessor doth hereby demise unto the Lessee all that the said land and premises situated at.....and described in the Schedule hereunder written (hereinafter for the brevity's sake referred to as 'the demised premises') to hold the demised premises unto the Lessee (and his heirs, executors, administrators and assigns) 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 yielding and paying therefor during the said term the monthly ground rent of Rs ..... free and clear of all deductions and strictly in advance on or before the.... day of each and every calendar month. The first of such monthly ground rent shall be paid on the \_\_\_ day of ..... and the subsequent rent to be paid on or before the \_\_\_ day of every succeeding month regularly.

2. The Lessee hereby for himself, his heirs, executors, administrators and assigns and to the intent that the obligations herein contained shall continue throughout the term hereby created covenants with the Lessor as follows:

a. To pay the ground rent hereby reserved on the days and in the manner aforesaid clear of all deductions. The first of such monthly rent as hereinbefore provided shall be paid on the.... of ..... and the subsequent rent shall be paid on the.... day of every succeeding month regularly and If the-ground rent is not paid on the due dates the Lessee shall pay interest thereon at the rate of ..... % per annum from the due date till payment, though the payment of Interest shall not entitle the Lessee to make default in payment of rent on due dates.

b. To bear pay and discharge the existing and future rates. taxes and assessment duties, cess, impositions, outgoing and burdens whatsoever which may at any time or from time to time during the term hereby created be Imposed or charged upon the demised land and the building or structures standing thereon and on the buildings or structures hereafter to be erected and for

the time being standing on the demised land and payable either by the owners, occupiers or tenants thereof and to keep the Lessor and his estate and effects Indemnified against all such payment. The annual Municipal and other taxes at present are Rs.....

c. To keep the buildings and structures on the demised premises ,in good and tenantable repairs in the same way as the Lessor is liable to do under the law provided that if the Lessee so desires he shall have power to demolish any existing building or structure without being accountable to the Lessor for the building material of such building and structure and the Lessee shall have also power to construct any new buildings in their place.

d. The Lessee shall be at liberty to carry out any additions or alterations to the buildings or structures at present existing on the demised premises or to put up any additional structures or buildings on the demised premises In accordance with the plans approved by the authorities at any time or from time to time during the subsistence of the term hereby created.

e. Not to sell or dispose of any earth, gravel or sand from the demised land and not to excavate the same except so far as may be necessary for the execution of construction work.

f. To use or permit to be used the buildings and structures to be constructed on the demised premises for any and all lawful purposes as may be permitted by the authorities from time to time.

3. The Lessor doth hereby covenant with the Lessee that:

a. the Lessor now has in himself good right full power and absolute authority to demise unto the Lessee the demised premises and the buildings and structures standing thereon In the manner herein appearing.....

b. that on the Lessee paying the said monthly ground rent on the due dates thereof and in the manner herein provided and observing and performing the covenants,conditions, and stipulations herein contained and on his part to be observed and performed shall and may peaceably and quietly hold, possess and enjoy the demised premises together with the buildings and structures standing thereon during the term hereby created without any eviction, interruption, disturbance, claim and demand whatsoever by the Lessor or any person or persons lawfully or equitably claiming by, from, under or in trust for him.

4. It is hereby agreed and declared that these presents are granted on the express condition that if the said monthly ground rent or any part thereof payable in the manner hereinbefore mentioned shall be an arrears for the space of ..... months after the same shall have become due and payable on any of the said days wherein the same ought to be paid as aforesaid whether the same shall or shall not be legally demanded or If any of the covenants and stipulations herein contained and on the part of the Lessee to be observed and performed shall not be so observed and performed by the Lessee or If the Lessee shall raise an objection to the amount of the monthly ground rent hereby fixed for any reason whatsoever then and in such event it shall be lawful for the Lessor or any person or persons duly authorised by him in that behalf at any time hereafter to enter into and upon the land and premises and the buildings and structures constructed or to be constructed thereon or any part or parts thereof in the name of the whole and the same to have, possess and enjoy and thereupon this demise shall absolutely

determine but without prejudice to the right of action of the Lessor in respect of any breach of any of the covenants by the Lessee herein contained PROVIDED ALWAYS that, no re-entry shall be made under the foregoing power for breach of the covenants and stipulations herein contained and on the part of the Lessee to be observed and performed (save and except the covenant for payment of rent) unless and until the Lessor shall have given to the Lessee a notice in writing specifying the covenants and conditions or stipulations which require to be complied with or carried out and the Lessee shall have failed to comply with or carry out the same within ..... month from the date of the receipt of by such notice.

5. And it is hereby expressly agreed and declared between the parties as follows-

a. On the expiration of the term hereby created or earlier determination under the provisions hereof all the buildings and structures standing on the demised land shall automatically vest in the Lessor without payment of any compensation therefor by the Lessor to the Lessee.

b. The Lessee shall not be entitled, without obtaining In writing the permission of the Lessor, to assign mortgage, sublet (except to the extent of creating monthly tenancies) or otherwise part with possession of the demised premises or any of them or any part thereof and the buildings and structure standing thereon though such permission shall not be unreasonably withheld.

IN WITNESS WHEREOF the Lessor and the Lessee have put their respective hands on the original and duplicate hereof the day and year first herein above written.

THE SCHEDULE ABOVE REFERRED TO

Signed and delivered by the

Withinnamed Lessor ..... in the presence of .....

Signed and delivered by the

Withinnamed Lessee ..... in the presence of .....

### **Documents Required for Lease Deed (for a term of years) Rent Agreement**

There are no specific documents required for the drafting and execution of an agreement for rent/lease. However, ID proofs of the parties in order to confirm the names and permanent addresses of the lessor and lessee should be scrutinised. Documents evidencing the landlord's clear title of the property in question should also be examined.

### **Procedure for Lease Deed (for a term of years) Rent Agreement**

No set procedure is applicable in the making of a rent/lease agreement. Once the agreement has been drafted by a lawyer, it should be specifically and carefully read by both the parties to the agreement. Any necessary changes required to be made shall be carried out and once the agreement is finalised, it shall be signed by both the parties along with the requisite witnesses. The agreement for rent/lease must be printed on stamp paper/e-stamp paper of proper value

and signed by both the parties. The stamp paper value depends on the particular State in which it is executed. Each party should thereafter keep a signed copy of the agreement. If the rent period is of more than 11 months, the agreement is mandatorily required to be registered according to state laws.

### **Legal Considerations for Lease Deed (for a term of years) Rent Agreement**

A rent or lease agreement is required to be printed on stamp paper of correct value, as per laws in different States. If the lease agreement is up to 11 months, it does not mandatorily need registration. However, a rent agreement more than 11 months is required to be registered.

### **How can a lawyer help to draft Lease Deed (for a term of years) Rent Agreement?**

One of the first and the most important steps that you must undertake is to hire a good [documentation lawyer](#) as he/she is aware of the nitty gritty of the legal procedures and necessary requirements involved in drafting of rent/lease agreements. A lawyer would draft such an agreement, better than you can yourself, since he/she has the necessary legal knowledge and experience to handle and draft such documents. He/She will be able to guide you and draft for you according to your particular situation - the facts, circumstances and needs involved. A documentation lawyer is aware of good drafting technique and the clauses that must be included in your agreement.

Hiring a good lawyer in order to draft such important legal documents is a prerequisite and will help you in more ways than one. He/She can also help with proper stamping and registration as the case may be. Even if you have received a rent/lease agreement from the other party, it is the best step to hire a lawyer to proofread / vet the agreement before signing, in order to ensure that the terms and conditions stated in agreement are not against your interests or that it is not a one-sided agreement.

### **What is Deed of Family Trust?**

A deed of family trust is a legal arrangement, whereby a person transfers management (and actual ownership in the case of an irrevocable trust) of assets to a third party (member of the family), who holds them and manages them for the benefit of others.

### **Why is Deed of Family Trust required?**

It's not always a good idea to give a significant gift, such as ownership of your home, or a large sum of money, outright to your adult children, or your grandchildren. What if something happens to you in the future, that means you need access to that money? What if, having signed your house over to your kids, problems in their life such as debt or divorce put your home under threat? A Family Trust Deed provides the flexibility, control and protection that you need, to give significant gifts in your lifetime with complete peace of mind. The deed of family trust lays down the terms and conditions of the trust and provides for the mechanism for the functioning of the same.

### **What should a Deed of Family Trust cover?**

A deed of family trust must include the following:

- Objects and Purpose of Trust;

- Powers of Trustees;
- Powers of Settlers;
- Duties of Settlers;
- Exercise of Powers and Discretions by the Trustee;
- Financial Accounts, records and audit;
- Investment of Trust Funds.

### **Format for Deed of Family Trust**

### **DRAFT OF DEED OF FAMILY TRUST**

This Deed of Trust made at..... this..... day of..... between  
 (1)..... (2)..... (3)..... (4).....  
 (5)..... (6)..... (7)..... all of..... hereinafter  
 referred to as the SETTLORS of the One Part and (1)..... (2)..... (3).....  
 hereinafter referred to as the Trustees of the other part.

#### **WHEREAS**

1. The settlers are the erstwhile members of a Joint family consisting of.....  
 &..... as brothers and the remaining..... to..... as their respective sons and  
 grandsons, all being majors and they are the only members of the family apart from their  
 respective wives.

2. The said Joint Family owns an ancestral House together with the land apartment in  
 village/town of..... in Dist..... in State of.....

3. .... &..... and their respective sons and grandsons are living  
 separate at different Towns/Cities and earning in their own way independently and have their  
 respective properties

4. The said Family House is the only common property belonging to the said family

5. The said house cannot be physically divided and partitioned and the parties also do not

propose to do so nor do the settlers desire to sell the same but desire to keep and preserve it as a common unit and as a memorial of the ancestors and also to avoid any dispute regarding the same among the members of the said family.

6. The said family has a family Deity of Goddess..... and the family has installed the same in one of the rooms of the said house.

7. The Settlers have therefore proposed to dedicate the said house and premises to the said Deity and to continue to worship the same and with these objects they have decided to create a private Trust of the said property.

8. The Settlers have also collected a Fund of Rs..... as the initial fund or Corpus to meet the expenses of maintaining the said house and to worship the said idol.

9. It is proposed that.....,.....,....., will act as the first Trustees of the Trust and the settlers have proposed to transfer the said property to.....,..... &..... as Trustees to hold the property for the benefit of the said family in the manner aforesaid.

NOW this Deed witnesseth that pursuant to the said desire of the settlers and in the premises aforesaid the settlers do and each of them doth hereby grant and transfer the said house with the land appurtenant thereto situate at..... and more particularly described in the Schedule hereunder written and all the rights liberties, privileges and easements appurtenant to the said house and the land and all the estate right, title and interest of the settlers in or to the said property hereby granted unto the Trustees and also transfer the Fund of Rs..... Collected by the settlers TO HOLD the same to the use of and on the terms

Herein below mentioned and with all the powers and provisions herein contained subject however to the payment of all taxes and other public dues payable to the Government or any local authority in respect of the family house and the land.

1. This Trust will be known as..... Family Trust.

2. The Trustees will protect, preserve and worship the idol of Goddess.....installed in the said house and for that purpose make all arrangements for the same and appoint a PUJARI if available.

3. The Trustees shall invest the said Fund or Corpus hereinafter referred to as the Trust Fund(which will include also all the contributions made by the members of the family from time to time and all other moneys received by the Trustees by way of gifts, donations or otherwise) in authorized securities and spend the income realized there from in the maintenance of the said property and in the worship of the said Deity.

4. The Trustees will arrange and carry out the daily worship of the said deity as far as possible and shall hold the necessary religious Festivals or functions according to the custom of the family thereto followed.

5. The Trustees will be entitled to collect or receive from the members of the family for the time being or any of them such periodical payments or occasional donations so as to increase

the Corpus of the Trust Fund and will also be entitled to receive donations or gifts from others without creating or agreeing to create in them any right or privilege in respect of the trust property or Trust Fund or in the management of the Trust.

6. The Trustees will be entitled to carry out necessary repairs or renovations to the said property so as to preserve the same in good condition and also to provide all necessary amenities for reasonably comfortable living in the said house to the extent the income of the Trust Fund permits.

7. Any member of the Family will be entitled to occasionally stay in the said family house or any part thereof free of any charges, such stay not extending beyond a month continuously except in any exceptional circumstances as the Trustees may think proper. In the event of more than one member and his family desiring to occupy the said house at the same time the Trustees shall decide as to who should be given preference and what should be done for convenience of both and their decision shall be final. However the expenses for living will be borne by the member occupying the same and not by trust, The object of this provision is that the house should be available for temporary use and occupation by any member of the family and which use and occasion will also help in the upkeep and preservation of the house.

8. The Trustees shall not make any substantial changes in the house or additions thereto except with the consent of all the major members of the different branches of the said family for the time being.

9. The Trustees shall not be entitled to sell the said house property or any part thereof nor to mortgage the same or to let out any portion thereof.

10. The Trustees will be entitled to engage a permanent or occasional watchman to safeguard the property from encroachments or any damage to the property and pay his salary out of the income of the Trust Fund.

11. The number of trustees of this Trust will be minimum three and maximum five and the Trustee for the time being will be entitled to appoint any additional trustee so that the total number does not exceed five. The Trustees of the trust to be appointed in future will always be from among the members of the said family fit to be appointed and not any outsider.

12. If any of the trustees for the time being dies or is disqualified to be a trustee for any reason prescribed by law, the remaining trustees will be entitled to appoint a new Trustee in his place and the Trust Property and Trust Fund will be transferred to his name along with the other Trustees as and in the manner required by law.

13. The Trustee shall open one or more accounts in one or more banks in their names and such account will be operated by any two of the Trustees. All moneys received will be credited to such accounts and such amount as may not be required for immediate expenses can be invested in temporary deposits with any of the Banks.

14. The Trustees shall have all other powers as are conferred on a Trustee by law.

15. The Trustees shall keep accounts of the Trust Funds and the same shall be made available



for inspection by any member of the family as and when required.

16. The senior most Trustee in age will act as a managing Trustee and will be in charge of the day to day management of the trust. However all policy decisions and any item of work involving an expenditure of more than Rs...../- will have to be approved by all the trustees or a majority of them in any meeting called for that purpose or by circulating resolution. The Trustees will keep written minutes of the meetings held and decisions taken. Any one Trustee can call a meeting of the Trustees as and when occasion arises.

17. If for any reason or under any circumstances the trustees unanimously think that it is impossible to carry on with the Trust, they will be entitled to revoke the same and shall be entitled to deal with and dispose the Trust property and the Trust Fund as the majority of the members of the said family for the time being will agree to, failing which the Trustees will be entitled to apply to the competent Court of law for necessary directions.

IN WITNESS WHEREOF THE SETTLORS AND THE TRUSTEES HAVE PUT THEIR HANDS THE DAY AND YEAR FIRST HEREUNDER WRITTEN

THE SCHEDULE ABOVE REFERRED TO

Signed by the within named

Settlors.....

.....,

.....,

.....,

.....,

.....,

.....,

.....,

.....,

.....,

in the presence of.....

Signed by the within named

Trustees.....

.....,

..... &

in the presence of.....

### **Documents Required for Deed of Family Trust**

No specific documents are required to execute the deed of family trust. However, one should scrutinize the property documents and the documents evidencing title of the same when a family property is involved in the trust. The parties to the trust must also scrutinize other relevant documents related to the business required to be managed as part of the family trust.

### **Procedure for Deed of Family Trust**

No set procedure is applicable in the making of such an agreement. However, once the agreement has been drafted by a lawyer, it should be specifically and carefully read by both the parties to the agreement. Any necessary changes required to be made shall be carried out and once the agreement is finalised, it shall be signed by both the parties along with the requisite witnesses. The said agreement is legally binding when it is printed on judicial stamp paper/e-stamp paper and signed by both the parties. The stamp paper value (if relevant) depends on the particular State in which it is executed. Each party should thereafter keep a signed copy of this agreement between the parties.

### **Legal Considerations for Deed of Family Trust**

A deed of family trust is a legal document that includes clauses stating the terms and conditions between the parties. It needs to be printed on a judicial / e-stamp paper of the correct value and signed by both parties. The agreement is required to be registered after stamping with proper value, as per State laws.

### **How can a lawyer help to draft Deed of Family Trust?**

While drafting agreements, it is important to know as to what terminology should be used while drafting the same as a small ambiguity in the terms can also jeopardize the claim of the parties. This is why it is crucial to have a [documentation lawyer](#) to assist you with the drafting of the agreement. Being an expert in the area of documentation law, a documentation lawyer knows the nitty-gritty of the legal procedures and the requirements involved in drafting an agreement. With the experience attained in the field, he/she can guide you with the right advice while entering into an agreement and can make sure that such mistakes are eliminated that cannot be resolved even through further legal procedures.

### **What is Separation Agreement between Husband and Wife?**

A separation agreement between husband and wife is a post-matrimonial agreement through which the married couple decides to part ways without any aid from the judicial system. It is a

kind of settlement agreement between parties to the marriage, deciding issues on maintenance, custody of children, division of property, etc.

### **Why is Separation Agreement between Husband and Wife required?**

It is a settlement agreement wherein the parties agree to live separately, without filing a petition for judicial separation or divorce. Although, in India, a separation agreement does not hold any legal validity by way of statute or judicial decisions, it is slowly setting its base in India. Even though several courts have held that a separation agreement has no legal sanctity, it is not altogether worthless, since it still paints a picture regarding the intention of the parties and thus could be of help at the time of divorce.

### **What should a Separation Agreement between Husband and Wife cover?**

It should consist of all the necessary terms and conditions. The following are important terms (among others) that must be included in an agreement of this nature:

1. The relevant personal details of the parties such as full name, residential addresses and ages of the parties to the agreement,
2. Information related to the kind of job/employment and incomes of the parties,
3. Properties owned by the parties,
4. Maintenance clause consisting of who will pay maintenance to whom and how much,
5. Custody clause consisting of the issues related to child care,
6. Details regarding division of properties - both immovable and movable,
7. Full disclosure of information clause,
8. Any other duties and responsibilities of and between the parties, and
9. Date of signing of the agreement

### **Format for Separation Agreement between Husband and Wife**

#### **DRAFT OF SEPERATION AGREEMENT BETWEEN A HUSBAND AND WIFE**

THIS AGREEMENT made at..... on this..... day of.....20\_\_\_\_, between A, son of B, resident of..... (Hereinafter called "the husband") of the ONE PART and Mrs. A his wife (hereinafter called "the wife") of the OTHER PART.

WHEREAS the husband and wife are living separately due to differences and disputes having arisen between them; and

AND WHEREAS they want to live separate, apart from each other and intend to live separate at all times hereafter unless there is any reconciliation.

NOW THIS AGREEMENT WITNESSETH THAT:

1. The parties shall live separately and apart from each other and no party shall have any right, authority over the other or shall institute any legal proceeding for restitution of conjugal rights or otherwise.
2. The husband shall during the life time of the wife pay to her a sum of Rs..... p.m. for her maintenance and the maintenance of the children. However, if the wife does not lead a chaste life, the husband shall be entitled to stop the payment of maintenance allowance after giving her notice.
3. The wife shall be entitled to the custody and guardianship of the children of the marriage, namely C and D now aged..... Years and..... years, respectively. The wife shall maintain and educate the said children until they shall respectively attain the age of majority. The husband shall not be liable for any claim or demands of the children and the wife shall keep the husband indemnified from and against all claims and demands in respect of such children.
4. The wife shall pay for and discharge all liabilities or debts incurred by her after the date of these presents, whether for maintenance, support or otherwise and the husband shall not be liable for the same. The wife indemnifies and keeps indemnified the husband against all claims, actions and demands on that account and if the husband has to pay any sum on account of the liabilities or debts incurred by the wife, he is entitled to deduct the same from the amount payable to the wife under this agreement.
5. The wife may remove all her wearing apparel, jewelry and other personal effects, etc. belonging to her from the husband's place and retain the said goods as her separate property.
6. The husband may have the access to the children at every Sunday between \_\_\_A.M. to \_\_\_ P.M. He may have the sole society of the children in the said timings on the said day.
7. Notwithstanding anything contained in this agreement, it is expressly agreed that if at any time hereafter, the parties live together as husband and wife with mutual consent, then in that case, the said sum payable to the wife-under this agreement shall no longer be payable and the agreements hereinabove contained shall become void.
8. This agreement shall be revoked by the death of either the husband or wife.
9. This agreement shall be executed in duplicate. The original shall be retained by the husband and duplicate by the wife.

IN WITNESS WHEREOF, the parties have set their respective hands to these presents and a duplicate hereof on the day and year first hereinabove written.

Signed and delivered by the within named husband Mr. A.

Signed and delivered by the within named wife Mrs. C

WITNESSES;

1.

2.

### **Documents Required for Separation Agreement between Husband and Wife**

There are no specific documents required for the drafting and execution of a separation agreement between parties to a marriage. However, ID proofs to prove information related to identity and property/financial documents to be sure of the ownership of properties and that of the parties' finances could be required.

### **Procedure for Separation Agreement between Husband and Wife**

No set procedure is applicable in the making of such an agreement between the husband and wife. However, you could hire a lawyer to draft it and once the agreement has been drafted by a lawyer, it should be specifically and carefully read by both the parties to the agreement. Any necessary changes required to be made shall be carried out and once the agreement is finalised, it shall be signed by both the parties along with the requisite witnesses. Each party can thereafter keep a signed copy of this agreement between the parties to marriage.

### **Legal Considerations for Separation Agreement between Husband and Wife**

A separation agreement between husband and wife is not a validly recognised and enforceable agreement in India till now. However, at the time of divorce in the Courts, it can help in painting a picture of the intention of both the parties and substantiate that there were issues/problems in the marriage, subject to admissibility by both the parties.

### **How can a lawyer help to draft Separation Agreement between Husband and Wife?**

One of the first and the most important steps that you must take is to hire a good [documentation](#) or [divorce lawyer](#) as he/she is aware of the nitty gritty of the legal procedures and necessary requirements involved in drafting of such agreements between husband and wife, and also the repercussions of signing one. A lawyer has the necessary legal knowledge and experience to handle and draft such documents. He/She will be able to guide you and draft for you according to your particular situation - the facts, circumstances and needs involved. A documentation/divorce lawyer is aware of good drafting technique and the clauses that must be included in such an agreement keeping in mind the future divorce procedures. Hiring a good lawyer in order to draft such important legal documents is a prerequisite and will help you in more ways than one. Even if you have received an agreement from your spouse, it is best to hire a lawyer to vet/proof read the agreement before you sign, so that it is assured that your interests are not vitiated and it is not a one-sided agreement.

### **What is Deed of Adoption?**

Adoption involves the creation of the parent-child relationship between individuals who are not naturally so related. The adopted child is given the rights, privileges, and duties of a child and heir by the adoptive family. It is a Legal document wherein all rights and responsibilities, along with filiation, from the biological parent or parents is transferred to adopted parents.

### **Why is Deed of Adoption required?**

A Deed of Adoption is required in order to declare that the adoption is taking place. Adoption can be concluded through a registered Adoption deed subject to compliance with the provisions of the Hindu Adoption and Maintenance Act. However, if Adoption is being taken place under the Juvenile Justice Act 2015, an Adoption Order finalizes adoption and a deed may not be required.

### **What should a Deed of Adoption cover?**

An Adoption Deed should cover the personal details of the adoptive parent(s) and the natural parents (as the case may be). The gender of the child being adopted, along with the age should also be mentioned. Apart from this, the will of the adoptive parents to adopt the child should be stated in clear words. The consent of the natural parents to give their child for adoption to the adoptive parents must also be stated. The fact of transfer of legal rights and liabilities of the adopted child to the adoptive parents is also to be stated, along with the duty of maintenance of the child by the adoptive parents. The Adoption Deed must also mention the date of adoption and bear signatures of adoptive parents and natural parents.

### **Format for Deed of Adoption**

[Download Word Doc](#)

### **DRAFT OF DEED OF ADOPTION**

THIS DEED OF ADOPTION is made and entered into at \_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ BETWEEN MR. A N, Adult, Indian Inhabitant of \_\_\_\_, residing at \_\_\_\_\_, hereinafter referred to as the 'ADOPTIVE FATHER' (which term and expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the ONE PART and MRS. B N, Adult, Indian Inhabitant of \_\_\_\_, residing at \_\_\_\_\_, -, hereinafter referred to as the 'NATURAL MOTHER' (which term and expression shall unless it be repugnant to the context or meaning thereof shall mean and include her heirs, executors, administrators and assigns) of the SECOND PART and MASTER AD, a Minor, through her Natural Mother and Guardian, Mrs. B N, the Party of the Second Part herein, hereinafter referred to as the 'Adopted Son' of the THIRD PART.

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

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

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

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

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

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

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

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

NOW THEREFORE THIS INDENTURE WITNESSETH AS FOLLOWS;

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

5. The Natural Father of the Said Boy having relinquished all his right, title, interest and claim over the said boy and Natural Mother having married the Party of the first part herein after her marriage having been dissolved by the Family Court,\_\_\_\_\_and being continue to remain as Natural Mother of the Said Boy, question of taking any consent from anybody does not arise at all.

6. The Adopter shall not lay any claim hereinafter against the natural father for expenses incurred by him for the education and maintenance of the Said Boy/Adopted Son.

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

SIGNED, SEALED AND DELIVERED)

By the within-named Party of First Part)

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

SIGNED, SEALED AND DELIVERED)

By the within-named Party of Second Part)

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

1)

2)

SIGNED, SEALED AND DELIVERED)

By the within-named Party of Third Part)

Through his Natural Mother

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

[Download Word Doc](#)

### **Documents Required for Deed of Adoption**

For an Adoption Deed, id proofs of both adoptive parents and natural parents should be scrutinized, in order to confirm the identities of the parties. The child's birth certificate and medical test records should also be checked, along with other documents that a lawyer will guide you to collect before making an adoption deed.

### **Procedure for Deed of Adoption**

No set procedure is applicable in the making of an Adoption Deed. However, all the facts regarding the Adoption Deed should be discussed with the lawyer. Once the Adoption Deed is



drafted, it should be examined by the parties. Once finalised, it should be signed by both the parties (i.e. adoptive parents and natural parents- as the case may be) and the witnesses. It is also to be printed on stamp paper of the correct value, depending upon the local laws of each state. A lawyer will be able to guide you whether registration is required to be carried out.

### **Legal Considerations for Deed of Adoption**

The ceremony of giving and taking of a child is necessary for making an adoption essentially valid. Child adoption can take place under Hindu Adoption and Maintenance Act, Juvenile Justice Act, Guardians and Wards Act. The Central Adoption Resource Agency is the main/central authority that facilitates adoption of children in India.

### **What is Deed of family settlement for division of properties left by a deceased between son and daughters where son pays money to daughters?**

Some families may want to settle property-related disputes out of court. To this effect, they may go in for a family settlement agreement which needs to be signed by all the members acknowledging that this agreement wasn't made through fraudulent means, force and coercion from any family member. Not just property or immovable assets, shares, claims, family feuds, are also areas where a family settlement agreement is useful.

### **Why is Deed of family settlement for division of properties left by a deceased between son and daughters where son pays money to daughters required?**

While distribution of property among coparceners in family property, dispute may arise. When such an issue arises, the parties can either file a case to ask for the help of the court to resolve the dispute or can resolve the same amicably. After the dispute related to family property has been resolved amicably the same has to be put in writing to make it binding on the parties by way of deed of settlement.

Here's why such a deed is required, particularly in a situation where the son pays money to the daughters:

#### **1. Legal Clarity and Certainty**

A Deed of Family Settlement provides legal clarity regarding the division of assets:

**Clear Title:** It ensures that each heir receives a clear and undisputed title to their respective shares of the property.

**Avoiding Disputes:** It helps in avoiding future disputes and litigation among family members regarding property distribution.

#### **2. Amicable Settlement**

Family Harmony: It promotes family harmony by providing a platform for an amicable settlement, reducing the chances of family conflicts.

Mutual Agreement: It reflects a mutual agreement among all heirs, indicating that everyone is satisfied with the division of assets and any financial compensation provided.

### **3. Legal Recognition and Enforceability**

Binding Document: A deed, when properly executed and registered, becomes a legally binding document enforceable by law.

Recognition by Authorities: It is recognized by legal and financial institutions, making it easier to transfer property titles and update records.

### **4. Financial Compensation**

Monetary Settlement: When the son pays money to the daughters, the deed will detail this arrangement, ensuring that the daughters are compensated fairly if they are relinquishing their share in the property.

Record of Transaction: It provides a clear record of the financial transactions involved, which can be crucial for legal and tax purposes.

### **5. Avoiding Litigation**

Court Avoidance: It helps in avoiding lengthy and expensive court procedures by settling the matter within the family.

Time and Cost Efficient: It saves time, effort, and resources that would otherwise be spent on legal battles.

### **6. Flexibility and Customization**

Tailored Solutions: The deed can be customized to meet the specific needs and preferences of the family members involved.

Flexibility: It allows flexibility in terms of how the properties and financial compensation are divided, accommodating the unique circumstances of each family.

### **7. Tax Implications**

Tax Benefits: Properly structuring the settlement can have favorable tax implications for the parties involved. For instance, the monetary payment made by the son to the daughters can be structured in a tax-efficient manner.

Record Keeping: It helps in maintaining proper records for tax authorities, ensuring compliance with tax laws.

## **8. Registration and Legal Formalities**

Registration: Depending on the jurisdiction, registering the Deed of Family Settlement might be necessary to make it legally valid and enforceable.

Legal Formalities: Completing all legal formalities ensures that the deed cannot be easily challenged in the future.

### **What should a Deed of family settlement for division of properties left by a deceased between son and daughters where son pays money to daughters cover?**

The agreement must mention names of all the family members whose decision matters in this regard, details of ownership of the property and the specific terms of the distribution of the said property. It is recommended that you include all the details of the property with house number, area and even a site map of the property must be annexed with the deed.

### **Format for Deed of family settlement for division of properties left by a deceased between son and daughters where son pays money to daughters**

[Download Word Doc](#)

## **Draft of Deed of Family Settlement for Division of Properties Left by a Deceased Between Son and Daughters Where Son Pays Money to Daughters**

This Deed of family arrangement is made at ..... on this ..... day of ....., 20\_\_\_\_, between A son of Shri ..... resident of ..... (hereinafter called the FIRST PARTY) and Smt. B wife of Shri ..... resident of ..... (hereinafter called the Second Party ) and Smt. C wife of Shri ..... resident of ..... (hereinafter called the Third Party) and Shri D ..... son of ..... resident of ..... (hereinafter called the Fourth Party).

WHEREAS by his will dated ..... E son of late Shri ..... resident of ..... appointed the fourth party as the executors thereof and gave his movable and immovable assets unto his children the first party, second party and the third party in equal shares.

WHEREAS The said E died on ..... and the executors obtained the probate of the said will

from the ..... District Court on .....

WHEREAS the executor has paid the funeral and testamentary expenses of the testator and all his debts which have come to his knowledge out of the estate of the testator.

WHEREAS The estate of the said E now in the hands of the executors consists of the immovable property described in the First Schedule hereunder written and the investments, particulars whereof are described in the Second and Third Schedules hereunder written respectively.

WHEREAS, the parties hereto of the first three parts are desirous that the first party shall receive the immovable property and the second party shall receive the investments specified in the Second Schedule hereunder written and that the third party shall receive the investments specified in the Third Schedule hereunder written as absolute owners.

NOW, This Deed Witnesseth As Follows:

1. The first party shall pay to each of the second and third parties, the sum of Rs. ....
2. On the making of payment as aforesaid, the executors shall assent to the vesting of the immovable property described in the First Schedule hereunder written in the first party as absolute owners.
3. The executors shall transfer the investment specified in Second and Third Schedules to the second and third parties respectively and they will become the absolute owners of the said investments.
4. It is expressly agreed by and between the parties hereto of the first three parts that they shall not claim any rights under the said will, save as hereinabove provided and they shall release and indemnify the executor from and against all actions, proceedings, claims and demands in respect of the assent and transfers hereinbefore agreed to be made.

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

The First Schedule above referred to;

(Description of immovable property)

The Second Schedule above referred to;

(Particulars of investments to be transferred to second party)

The Third Schedule above referred to;

(Particulars of investments to be transferred to third party)

Signed and delivered by the within named first party

Signed and delivered by the within named second party

Signed and delivered by the within named third party

Signed and delivered by the within named fourth party

Witnesses;

1.

2.

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### **Documents Required for Deed of family settlement for division of properties left by a deceased between son and daughters where son pays money to daughters**

There are no specific documents required for the drafting and execution of a deed of settlement. However, ID proofs of the parties in order to confirm the names and permanent addresses of the parties should be scrutinised. Documents evidencing clear title of the property in question should also be examined.

### **Procedure for Deed of family settlement for division of properties left by a deceased between son and daughters where son pays money to daughters**

There's no fixed format of a settlement deed. After a lawyer drafts it, both parties need to thoroughly read it. Any necessary adjustments should be made, and once it's final, both parties and required witnesses sign it. The deed becomes legally binding when printed on judicial stamp paper or e-stamp paper and signed by all parties. The value of the stamp paper varies by State. Each party should then retain a signed copy of the Agreement.

Filing a notice for a Deed of Family Settlement involves several steps, primarily to ensure that all parties involved are informed and the settlement is documented legally. Here is the detailed procedure to file a notice for a Deed of Family Settlement:

#### **1. Consult with a Legal Professional**

- Hire an Advocate: Engage a qualified lawyer who specializes in property and family law to draft the deed and guide you through the process.
- Discussion and Agreement: All parties (heirs) should have discussions to agree on the terms of the settlement, including the division of properties and any financial compensation.

#### **2. Draft the Deed of Family Settlement**

- Drafting the Deed: The lawyer will draft the deed, incorporating all agreed terms and conditions.
- Details to Include:

- Description of the properties involved.
- Details of all heirs and their respective shares.
- Financial compensation details, if any.
- Signatures of all parties involved.

### 3. Execute the Deed of Family Settlement

- Signatures: All parties involved must sign the deed in the presence of witnesses.
- Witnesses: At least two witnesses must also sign the deed to validate it.

### 4. Stamp Duty and Registration

- Stamp Duty: Pay the required stamp duty on the deed. The amount varies by state.
- Registration: Register the deed with the local Sub-Registrar's office to make it legally binding.
- Documents Required for Registration:
  - Original Deed of Family Settlement.
  - Proof of identity and address of all parties.
  - Proof of ownership of the properties involved.
  - Receipts of stamp duty payment.

#### Process:

- Visit the Sub-Registrar's office.
- Present the deed and required documents.
- The Sub-Registrar will verify the documents and details.
- Once verified, the deed will be registered, and a registered copy will be provided.

### 5. File a Notice (Optional but Recommended)

- Draft the Notice: Prepare a notice informing the public and relevant authorities about the family settlement. This can be particularly useful to prevent future disputes or claims.
- Details to Include:
  - Information about the deceased and the properties involved.
  - Details of the heirs and the settlement agreement.
  - Date of execution and registration of the deed.
- Publish in Newspapers: Publish the notice in widely circulated newspapers (both in English and the local language).
- Serve the Notice: Serve a copy of the notice to relevant authorities, such as:

- Local municipal or panchayat office.
- Revenue authorities.
- Housing society (if applicable).

## 6. Update Property Records

- Mutation of Property: Apply for the mutation of property records to update the ownership details as per the family settlement.
- Documents Required:
- Registered Deed of Family Settlement.
- Application for mutation.
- Proof of identity and address of the new owners.
- Death certificate of the deceased.

Process:

Submit the application and documents to the local revenue office or municipal authority.

The authority will verify the documents and update the property records accordingly.

Following this procedure ensures that the Deed of Family Settlement is legally valid and recognized by all relevant authorities. It is crucial to involve a legal professional to ensure compliance with all legal requirements and to protect the interests of all parties involved.

### **Legal Considerations for Deed of family settlement for division of properties left by a deceased between son and daughters where son pays money to daughters**

A deed of settlement is a legal document which includes clauses stating the terms and conditions between the parties. It needs to be printed on a judicial / e-stamp paper of the correct value and signed by both parties. It can be modified or amended as per the terms of the agreement.

### **How can a lawyer help to draft Deed of family settlement for division of properties left by a deceased between son and daughters where son pays money to daughters?**

One of the first and the most important steps that you must undertake is to hire a good [documentation lawyer](#) as he/she is aware of the nitty-gritty of the legal procedures and necessary requirements involved in drafting of agreements. A lawyer would draft an agreement, better than you can yourself, for obvious reasons. A lawyer has the necessary legal knowledge and experience to handle and draft such documents. He/She will be able to guide you and draft for you according to your particular situation - the facts, circumstances and needs involved. A documentation lawyer is aware of good drafting technique and the clauses that must be included in your agreement. Hiring a good lawyer in order to draft such important legal documents is a prerequisite and will help you in more ways than one. He/She can also help with proper stamping and registration of the deed.

## **What is Legal Notice for Property Partition?**

When ancestors die without making a gift deed or a Will (interstate) or any deed of family settlement, the joint family has a right over the ancestral property and all the living heirs require the signing of a partition deed or a filing of a petition suit in order to carve out specific shares of each heir. Legal notice for partition of property is a formal intimation to another person, informing them of the intention to partition the joint property and undertake legal proceedings if need be. In the case of many joint owners of the property, if you are willing for partition, you can send a partition legal notice to the other joint owner is showing your intention to do so. Joint owners can send a partition suit legal notice if either of them tries to sell its portion without written consent of the other.

## **Why is Legal Notice for Property Partition required?**

As stated above a legal notice for partition of property is the first step to actualising the partition of a joint property. A legal notice for partition is required in most scenarios, but more so when one or more than one member of joint undivided property sells, gifts, mortgages, leases out or dispose of such property in any way without written consent of other co-owners. This illegal action by a joint owner can be opposed through other joint owners by way of legal notice for partition of property. Another scenario where legal notice for petitioner property is required is when one or more than one owner in the joint property is willing to partition the property , however, other joint owners deny to do so, a legal notice for partition of suit can be sent to them.

## **What should a Legal Notice for Property Partition cover?**

The legal notice for property partition must contain the following:

- The legal notice must be drafted in the letterhead of an advocate which is to be specific and proper.
- It should contain addresses and contact details of the advocate.
- The date on which the legal notice is issued including the name, address, and contact details of the person to whom the legal notice is issued is to be stated.
- Since the legal notice for partition of property is going from the client's end, the name and details of the client should be mentioned.
- Detailed description of property in dispute.
- It should be made clear in the notice as to how your right has been infringed due to the act or omission by the opposite party and for that what you want from him. A specific direction must be given to the opposite party along with a time limit.
- The notice must be signed (with date) by the advocate and the sender.

## **Format for Legal Notice for Property Partition**

[Download Word Doc](#)

LEGAL NOTICE



Dated:

To,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sub: Notice for Partition of Property bearing No. \_\_\_\_\_.

Dear Sir,

Under instructions from and on behalf of my clients \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_, the following legal notice is being served on you for your compliance: -

1. That \_\_\_\_\_ wife of \_\_\_\_\_ resident of property bearing No. \_\_\_\_\_ died on \_\_\_\_\_.

2. That at the time of her death \_\_\_\_\_ was the absolute/ sole owner of the property bearing No. \_\_\_\_\_.

3. That \_\_\_\_\_ died intestate, that is, without making any 'Will' in the favour of any person(s) before or at the time of her death.

4. That \_\_\_\_\_ died leaving behind the following legal heirs at the time of her death:  
-

Name	Relation with Deceased	Residence
------	------------------------	-----------

5. That after the death of \_\_\_\_\_ it was orally agreed between you and my clients: -

(i) That you will use the aforesaid property bearing no. \_\_\_\_\_ for the purpose of residence only till none of the legal heirs has any objection to it.

(ii) That any of the legal heirs of \_\_\_\_\_ may call upon the rest of the legal heirs to partition the aforesaid property by meets and bound and delivers the vacant possession of their respective share, at any time.

(iii) That you will not deal with the aforesaid property in any manner except for use as residence.

6. That in pursuance of the aforesaid oral agreement, you continued residing in the aforesaid property with the permission of my clients.

7. That it has come to the knowledge of my clients that you are now trying to sell the aforesaid property by manipulating and forging some false documents illegally, dishonestly, fraudulently and in gross violation of the terms on which the property was given to you i.e., for residence only.

8. That the aforesaid property was given to you only for residential purpose and you were further forbidden to deal with it in any other ways. Further you have no right to deal in any way with the share of my clients and before partition of the aforesaid property.

I, therefore, by means of this notice, call upon you to partition the property bearing no. \_\_\_\_\_ by meets and bound, and deliver the vacant possession of the shares of my aforesaid clients

within fifteen days of the receipt of this notice failing which I have clear instructions to institute the necessary Civil as well as Criminal Proceedings against you and in these events you shall be held liable for all the costs of and incident to such proceedings.

Copy retained for record and further necessary action.

Advocate

[Download Word Doc](#)

### **Documents Required for Legal Notice for Property Partition**

The following documents must be scrutinized while drafting a legal notice for partition of property:

- Identity proof of legal heir,
- Certified copies of all title deeds of property,
- Valuation of property,
- Birth and Residence proof of legal heir,
- Death certificates of deceased owner,
- Residence certificate of the deceased.

### **Procedure for Legal Notice for Property Partition**

No set procedure is applicable in the making of a legal notice for Property Partition. However, a legal notice must be drafted and signed by a lawyer, with all the necessary details/contents as mentioned above. Once the notice is drafted it should be examined by the sender. It should then be sent to the other parties. If no action is taken or no reply is received within the number of days mentioned upon the notice, a partition suit against the defendant can be filed in the court of proper jurisdiction.

### **Legal Considerations for Legal Notice for Property Partition**

Property partition in India may be governed by Hindu Succession Act 1956, the Partition Act 1893, Code of Civil Procedure 1908, the Indian Succession act 1925. If there is an infringement of right over the property in the scenario when other relatives or members of your family try to dispose of the undivided property in an illegal manner, a suit for declaration and permanent injunction can be filed. If the property has already been sold or disposed of by the co-owners to another third party, then a legal notice for partition suit can be sent to the co-sharer along with the other person who has purchased such property. Once a notice has been sent, or file for permanent injunction and cancellation of sale can be filed before the concerned civil court.

The legal notice serves the purpose of giving a reasonable time to the person to sign partition deed or go for partition suit. The notice also acts as valid proof before a Court of Law.

### **How can a lawyer help to draft Legal Notice for Property Partition?**

Since, a legal notice is the first step towards recovery litigation, it is highly recommended that you hire a [family law lawyer](#). A lawyer has the requisite expertise and knowledge to draft such legal notices. He/she will be able to accumulate important information for the client and draft the notice accordingly. He/she will ensure that you are on the right path in attaining justice. A lawyer can manage all legal paperwork effectively. Therefore, hiring an expert family law lawyer is of prime importance in order to ensure that your legal notice for property partition is sent correctly, keeping in mind the possible litigation that may ensue.

### **What is Sample Letter to Builder for Delay in Handing Over the Possession?**

Usually, a builder-buyer agreement is signed between a builder and a buyer, whenever a person invests in an immovable property. The stipulated time within which the property/possession has to be handed over to the buyer is stated in this agreement. When the possession is not transferred or delivered by the builder to the buyer within the stipulated time (in some cases, even after the extension period), it is a delay in delivery by the builder. However, the liability of the builder arises only when the delay is due to his own fault. If the delay is due to any calamity, or situation which is beyond the control of humans, the buyer would not succeed in an action against the builder.

Although, the law has provided some remedies to ensure that the aggrieved buyers get justice and do not easily get duped by the faulty builders. There are certain preliminary steps that can be taken to demand possession from the builder and one such step is **sending a letter to the builder for the delay in transferring possession**.

### **Why is Sample Letter to Builder for Delay in Handing Over the Possession required?**

Before taking any action against the builder for delay in handing over the possession, it is always advisable to send a letter to the builder giving him adequate time to respond. Once the letter is sent, the builder might speed up the process to take necessary actions, thereby saving you a lot of time and money.

### **What should a Sample Letter to Builder for Delay in Handing Over the Possession cover?**

The letter to the builder must contain the name, address and contact details of the buyer. It should clearly mention how your rights have been infringed due to the delay caused by the builder in handing over the possession and the relief that you seek from the builder (such as handing over the possession of the property at the earliest or compensation along with possession). The letter should also contain a direction of the relief sought and the time limit for the completion of such relief. The buyer shall also make an implication about any legal actions that can be taken if the builder is not able to deliver the possession of the property within the stipulated time.

Apart from the above, the following should also be included:

1. Name, description and place of residence/office of the builder

2. Name, description and place of residence/office of the sender of the notice,
3. Details of the cause of action,
4. Relief claimed,
5. Legal basis for the relief claimed,
6. Date of sending of the Notice, and
7. Letterhead of Advocate; name address, signature and contact details of the Advocate (in case of a legal notice).

### **Format for Sample Letter to Builder for Delay in Handing Over the Possession**

[Download Word Doc](#)

Date \_\_\_\_\_

To,

Builder/ Builder Company

Official Address

Contact Info

Sub: Delayed Possession of Unit no. \_\_\_\_\_

Dear Mr. \_\_\_\_\_ (Authorized representative of the builder company),

This is to bring to your kind notice that I am the buyer of Unit no. \_\_\_\_\_ of your \_\_\_\_\_ (Project name) and it is of huge concern to me that I have not received any official communication from \_\_\_\_\_ (Builder Company) regarding the confirmed date of handing over of the possession of the said Unit.

I have signed the Buyer's Agreement with \_\_\_\_\_ (Builder Company) on \_\_\_\_\_ (Date). It was a commitment by the company that possession will be handed over in \_\_\_\_ months. Thereafter, it was told that by the end of \_\_\_\_\_ (Extension date, if any), the possession will be given. However, the possession of the unit was never delivered even after the expiry of the extension date.

I am sorry to say but the company has failed to keep its commitment and has lost the customer's faith as it has delayed the possession of the said unit innumerable times and there seems to be no deadline to this project. I have paid 80% of the amount and paying interest on it every month to the bank which is causing me a substantial financial burden.

Kindly let me know the final date of delivery of possession of my unit or else I would have to resort to taking appropriate legal actions against the company on account of the delays caused by you.

Looking forward to a favorable reply.

Regards,

\_\_\_\_\_ (Sender's Name)

[Download Word Doc](#)

### **Documents Required for Sample Letter to Builder for Delay in Handing Over the Possession**

No specific documents are required in order to draft and execute a letter to builder for delay in possession . However, ID proofs of the sender in order to confirm the name and permanent address of the sender should be scrutinised. Other than the above, brochures of the builder if available, money receipts or any other documents which can prove that the payment was made by you to the builder could be necessary.

### **Procedure for Sample Letter to Builder for Delay in Handing Over the Possession**

No set procedure is applicable in the making of a letter to the builder for delay in possession. However, all the facts regarding the builder buyer agreement should be discussed with the lawyer drafting the said letter or notice. Once the letter or notice is drafted it should be examined by the sender. It should then be sent to the builder/developer. If no action is taken or no repayment is done by the builder/developer within the number of days mentioned in the letter or notice, you can directly approach the court and file a case without any further communication with the builder/developer.

### **Legal Considerations for Sample Letter to Builder for Delay in Handing Over the Possession**

Builder-buyer agreements, notices and court matters are dealt with under Property/Real Estate laws and Consumer Protection laws. If you are sending a letter to the Builder, you do not need to send it in the lawyer's name. However, a legal notice is a more stringent measure which involves sending it in the lawyer's name. Sending the legal notice can be taken as the first step to initiating legal proceedings against the builder/developer for delay in possession.

### **How can a lawyer help to draft Sample Letter to Builder for Delay in Handing Over the Possession?**

Since, a notice to the builder for delay in possession is the first step towards litigation, it is highly recommended that you hire a [property / real estate lawyer](#). A lawyer has the requisite expertise and knowledge to draft such legal notices or letters. He/she will be able to accumulate important information for the client and draft the notice/letter accordingly. He/she will ensure that you are on the right path in attaining justice. A lawyer can manage all legal paperwork effectively. Therefore, hiring an expert property/real estate lawyer is of prime importance in order to ensure that your letter/notice is sent correctly, keeping in mind the possible litigation that may ensue.

### **What is Confidential Information and Non-Disclosure Agreement NDA?**

A non-disclosure agreement is an agreement wherein one or more parties agree to not divulge certain confidential information. The non-disclosure agreement sets out in detail the nature of such information which is deemed confidential and it ensures that such information is not disclosed to any third party. Such an agreement is generally made between two parties doing business together and generally already have an agreement in place, stating the terms of such business.

### **Why is Confidential Information and Non-Disclosure Agreement NDA required?**

A non-disclosure agreement is often required to protect information which if shared with a third party would be detrimental to the interests of one of the contracting parties. It is used to protect Intellectual Property Rights, technical know-how, sensitive information, client databases etc.

### **What should a Confidential Information and Non-Disclosure Agreement NDA cover?**

It should consist of all the necessary terms and conditions. The following are important terms that must be included in an NDA among others:

- A non-disclosure agreement should include the following clauses:
- Material particulars of the contracting parties
- Details of the confidential information sought to be protected
- Term of the agreement
- Remedies available to the parties in case of a breach

### **Format for Confidential Information and Non-Disclosure Agreement NDA**

[Download Word Doc](#)

## **DRAFT OF CONFIDENTIAL AGREEMENT AND NON-DISCLOSURE AGREEMENT**



This Agreement is made and entered into by and between \_\_\_\_\_ ABC (hereinafter referred to as ABC) having offices at \_\_\_\_\_ and DEF (hereinafter referred to as DEF) having offices at \_\_\_\_\_

Subject of ABC Information: Business and technical information including but not limited to its ideas, products, proposed products, processes, services, capabilities, and materials, or any information which quantifies, classifies, or identifies any ideas, products, proposed products, processes, services, capabilities and materials to be employed including

\_\_\_\_\_

Subject of DEF Information: Business and technical information including but not limited to its ideas, products, proposed products, processes, services, capabilities, and materials, or any information which quantifies, classifies, or identifies any ideas, products, proposed products, processes, services, capabilities and materials to be employed including

\_\_\_\_\_

Purpose(s) of Disclosures: To exchange confidential information to enable the parties to discuss possible future business collaborations relating to the aforementioned business and technology.

The parties anticipate that technical and business information, and/or media samples, prototype parts or other tangible embodiments of information, may be disclosed or delivered between the parties, for the above stated Purpose(s), such information and tangible embodiments constituting confidential information, being considered by ABC and DEF to be proprietary (and being referred to hereinafter, collectively, as "Proprietary Material"). Any party furnishing Proprietary Material will be referred to as a "disclosing party" and a party receiving Proprietary Material will be referred to as a "receiving party." In order to provide for the protection of such Proprietary Material from unauthorized use and disclosure, the parties hereby agree that the disclosure of such Proprietary Material between them shall be subject to the following terms and conditions:

1. Both parties agree that all Proprietary Material which relates to the above-stated Subject(s) and Purpose(s) and which is disclosed to the receiving party by the disclosing party, whether orally, or in written or other tangible form, will be maintained by the receiving party in confidence, provided, that: (a) disclosures in writing are expressly marked with a confidential or proprietary legend; (b) oral disclosures and tangible embodiments in a form other than written are identified as confidential or proprietary at the time of disclosure or delivery; and (c) oral disclosures are thereafter reduced to writing and marked with a confidential or proprietary legend, which writing is thereafter furnished to the receiving party within ..... days after the oral disclosure. The receiving party may, however, in furtherance of the aforesaid Purpose(s), disclose such Proprietary Material to its professional advisors, investment committee participants, and those of its employees and others under its control, all of whom will be advised of this Agreement and agree to accept the obligations there under. The receiving party further agrees not to reverse engineer any tangible embodiments of Proprietary Material

furnished by the disclosing party, not to disclose any Proprietary Material to third parties and limit circulation of the Proprietary Material to such employees and others under its control having a direct "need to know" in connection with the above mentioned Purpose.

2. The receiving party additionally agrees to take reasonable care to safeguard the confidential nature of the foregoing Proprietary Material, and such reasonable care shall not be less than the degree of care used to prevent disclosure of its own proprietary material. However, the receiving party will not be liable for disclosure and use of such Proprietary Material: if the Proprietary Material is in, or becomes part of, the public domain other than through a breach of this Agreement by the receiving party; if the Proprietary Material is disclosed to the receiving party by a third party who is not known by the receiving party to be subject to any confidentiality obligation; if the Proprietary Material is disclosed by the receiving party with the disclosing party's prior written approval; or if disclosure of the Proprietary Material is required by any judicial order or decree or by any governmental law or regulation. Further, with respect to such Proprietary Material provided to the receiving party by the disclosing party, or rule of any stock exchange the receiving party shall not be liable for disclosure and use thereof if such Proprietary Material was of record in the files of the receiving party at the time of its disclosure to the receiving party by the disclosing party or if such Proprietary Material is developed by the receiving party completely independently of the disclosing party's Proprietary Material. Prior to disclosure to any third party of any Proprietary Material to which the receiving party determines the obligations of confidentiality, non-use and non-disclosure do not apply pursuant to this Agreement, the receiving party shall provide within..... days' prior written notice to disclosing party of the intent to disclose such Proprietary Material, stating the grounds upon which the exception is claimed and providing documentation in support thereof. The receiving party shall limit the scope of disclosure to only the portion of the Proprietary Material not protected.

3. Proprietary Material identified and disclosed as provided in this Agreement shall be held in confidence for a period of \_\_\_\_\_ years from the date of disclosure. During such period, such Proprietary Material shall be used only for the Purpose(s) stated above. Neither party acquires any intellectual property rights under this Agreement, except the limited rights to carry out the Purpose(s) above stated.

4. Each party understands that the other is developing and acquiring technology for its own products, and that existing or planned technology independently developed or acquired by that party may contain ideas and concepts similar or identical to those contained in the disclosing party's proprietary information. The disclosing party agrees that entering this Agreement shall not preclude the receiving party from developing or acquiring technology similar to the disclosing party's, without obligation to the disclosing party, provided the receiving party does not use the disclosing party's proprietary information to develop such technology.

5. All Proprietary Material received and identified in accordance with this Agreement shall remain the property of the disclosing party and shall be returned or destroyed upon request except that the receiving party may keep one copy of such proprietary material for its legal files which shall remain subject hereto. Nothing contained herein shall be construed as a right or license, express or implied, under any patent or copyright, or application therefore, of either party by or to the other party.

6. Each disclosing party warrants that it has the right to make disclosures under this

Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY. ALL PROPRIETARY MATERIAL IS PROVIDED "AS IS".

7. The receiving party agrees that no technical data furnished to it by the disclosing party shall be exported from the \_\_\_\_\_ without first complying with all requirements of the concerned rules and regulations, including the requirement for obtaining any export license, if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data.

8. This Agreement

a. will be effective as of the date of the signature by the last party to execute this Agreement, and may be terminated at any time upon written notice by either party;

b. shall automatically terminate \_\_\_\_\_ years from its effective date unless terminated sooner pursuant to provision (a) above;

c. does not obligate either party to deliver a purchase order for the performance of any service or for the supply of any article whatsoever;

d. does not obligate either party to perform any service or to furnish any proposal or comments;

e. does not obligate either party to disclose Proprietary Material to the other; and

f. will be binding upon the parties hereto and their successors, assignees, or personal representatives as the case may be. Any termination of this agreement shall not relieve the receiving party of any obligations herein incurred prior to the date of such termination or to be performed subsequent to the date of such termination.

9. The terms and conditions herein constitute the entire agreement and understanding of the parties and shall supersede all communications, negotiations, arrangements and agreements, either oral or written, with respect to the subject matter hereof. No amendments to or modifications of this Agreement shall be effective unless reduced to writing and executed by the parties hereto. The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

10. This Agreement shall apply to any Proprietary Material that may have been provided to either party prior to the effective date hereof.

11. No rights or obligations other than those expressed and recited herein are to be implied from this Agreement. No other existing Agreement between the parties, if any, are modified or terminated by this Agreement. No warranty or representation is made by either party hereto that any information transmitted by it hereunder is patentable or copyrightable, or that any such information involves concepts or embodiments that are free of infringement of other rights. Neither party hereto shall be obligated to prosecute any such action or bring any suit against any person not a party hereto for infringement. Neither party shall indemnify the other party hereto for any liability resulting from infringement of patent, copyright or trademark of a third party caused by the use of any Proprietary Material transferred pursuant to the Agreement.

Neither party hereto confers the right to the other to use in advertising, publicity, or otherwise any trademark or trade name of the other party, nor confers any authorization to the other party to act as an agent on its behalf for any purpose.

12. This Agreement shall be governed and interpreted in accordance with the laws of the \_\_\_\_\_, without giving effect to its internal principles of conflict of law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

ABC DEF

By:\_\_\_\_\_ By:\_\_\_\_\_

(Authorized Signature) (Authorized Signature)

Name:\_\_\_\_\_ Name:\_\_\_\_\_

Title:\_\_\_\_\_ Title:\_\_\_\_\_

Date:

### **Documents Required for Confidential Information and Non-Disclosure Agreement NDA**

There are no specific documents required for the drafting and execution of a non-disclosure agreement. However, ID proofs of the parties in order to confirm the names and permanent addresses of the parties should be scrutinised.

### **Procedure for Confidential Information and Non-Disclosure Agreement NDA**

The lawyer should be hired in order to draft a non-disclosure agreement or NDA which protects the interests of the contracting parties and secures the objective of the agreement successfully. The agreement is to be printed on a non-judicial stamp paper or an e-stamp paper. The value of such stamp paper would depend on the prevailing laws of the state in this regard. Thereafter, the parties are required to sign the agreement.

### **What is Business Services Agreement?**

A service agreement is used to document a transaction where the seller provides a service to the buyer. Such an agreement may be appropriate for marketing services, advertising services, testing services, consulting services, management services or other professional services. It binds both the parties and determines the terms and condition on which the service is rendered.

### **Why is Business Services Agreement required?**

There are so many people who believe service agreements are only party to network and IT related fields, but technically, any service-related industry requires these agreements.

- Companies or clients that have invested heavily on technology will most certainly need service agreements.
- This is important to make sure that any of the services that are rendered can be accurately measured and justified.
- It is also a good way for the client to compare the services they are receiving from the contractor with the services that other outsourcing vendors are providing in the market.
- It is a very good benchmarking tool.

With a service agreement in place, it is impossible or very difficult for either of the parties involved in your contract to feign ignorance in the event that the agreement does not hold out. It is also wise to have these agreements looked into by legal counsel before you sign anything, or before you make plans for additional redress, like arbitration if all else fails.

### **What should a Business Services Agreement cover?**

Most Service Contracts include similar terms and agreements. For example, a typical service contract may include:

5. Contact information for both parties
6. Description of service and scope of work
7. Compliance and insurance requirements
8. Payment terms
9. Confidentiality agreements
10. Indemnification
11. Warranty
12. Default terms
13. Remedies and dispute resolution

### **Format for Business Services Agreement**

[Download Word Doc](#)

AGREEMENT made at.....this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ BETWEEN ----- situated at ----- (hereinafter referred to as "the Centre") of the One Part AND ----- a Company incorporated under \_\_\_\_\_ and having its corporate / registered office at \_\_\_\_\_ a Company hereinafter called "the Client") (which expression should include its successors and assigns) of the Other Part;

AND WHEREAS the Centre is a member of \_\_\_\_\_ Society, having its registered address at \_\_\_\_\_ and hereinafter referred to as the "said Society" and is in possession, use and occupation of the premises \_\_\_\_\_, hereinafter referred to as the "said Premises".

AND WHEREAS the Centre is carrying on the business of providing office services in the name and style of ----- at the said premises ----- and for that purpose has made arrangements to render office facilities and services to persons who require such facilities for their business temporarily and on contract;

AND WHEREAS the client is carrying on the business of \_\_\_\_\_ and is desirous of availing certain office facilities to enable it to more conveniently carry on it's said business.

AND WHEREAS the Client has requested the Centre to grant to the Client such facilities;

AND WHEREAS Centre has agreed to grant the same on the terms and conditions mutually agreed upon;

AND WHEREAS the parties hereto are desirous of recording the said terms and conditions.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Centre hereby agrees to grant to the Client certain office facilities in the said premises as set out herein to more conveniently carry on its said business in the name and style of ----- and as incidental to such office services the Centre has permitted the Client to use until otherwise decided, a portion of the said premises and also to make available other ancillary office facilities, amenities, conveniences and services therein.

2. The Centre has agreed to render the following services to the Client:

i. to occupy and use a portion of the Business Centre at the said premises for itself, its bonafide employees and visitors, for the purpose of carrying on the client's said business

ii. to use furniture, fixtures and fittings provided in the said Centre.

iii. to avail of a peon's facility as may be reasonably required to attend to the needs of the Client,

iv. to avail the use of three telephone connections (two local and one with ISD facilities) in the Centre

v. to avail the use of air-conditioner in the Centre.

vi. Any further facilities which Centre at its discretion considers it necessary to provide to the Client.

vii. It is hereby expressly agreed and declared that save as otherwise herein expressly provided, the office services to be provided under this agreement, the Centre may at its sole discretion permit its other clients to avail of or share in common any of the said office services hereby agreed to be provided.

3. The Client further agrees and undertakes:

a. to take all reasonable and good care of the said Centre and furniture, fixtures and fittings therein as per separate list prepared and signed by the Centre and the Client) therein and not to cause any damage thereto or to any part thereof. To keep and maintain the fixtures and fittings in good order and condition, reasonable wear and tear or an act of God or for the reasons beyond the Control of the Client being excepted. In the event of any damage thereto or destruction thereof, save for reasons excepted as aforesaid, the Client shall at its own cost and expense immediately repair and/or replace the same or at the option of the Centre, the client pay the cost of such repair or replacement that may be carried out by the Centre.

b. to bring into the said Centre only office records and documents etc. but in any event no hazardous and inflammable items or things shall be brought into the office by the Client.

c. to use the said Centre only for commercial purpose as an office and in a lawful manner and in any event not to make any illegal use of the same and not to cause any disturbance, nuisance or annoyance to others in the said Centre.

d. In the event of the Client making use of the aforesaid facilities for any purpose other than confide commercial office purposes and the same resulting in any civil or criminal action, the Client shall keep Centre fully indemnified of and from and against all arise there from.

e. not to allow or permit any outsiders to use the premises or any part thereof.

f. to remove all their articles, belongings and things lying in the said Centre on expiry of the term of the arrangement or in the event of prior termination, upon the date of termination.

g. to observe and perform all the rules, regulations and bye-laws of the said Society wherein the center is situate, the client having made himself aware of all such rules, regulations and bye-laws and shall indemnify and keep indemnified the Centre against any loss or damage incurred by the Client for non-performance by the Client as aforesaid.

h. Not to do or suffer to be done anything in or around the said premises which is or is likely to cause prejudice to the rights and entitlements of the Centre as the member of the Society.

i. Not to make any structural or other alterations, modifications or additions in the said premises, except with the prior written consent of the Centre which shall not be unreasonably withheld.

j. Not to alter or change the original colour on the outer or inner wall of the said premises, except with the written consent of the Centre.

4. The Centre agrees to:

a. keep the said Centre clean and tidy and provide electricity.

b. Provide a common peon facility entirely at its own discretion as may reasonably be required to attend to the needs of the Client.

c. Provide access to the NOC of the Centre's three telephone connections of which one shall have STD facility.

5. It is mutually agreed between the parties hereto as follows:

a. The term of this arrangement shall be for three months, commencing from the date of this agreement and the same shall be renewable for a further like terms, for a total period of..... commencing from the..... day of ..... and ending on ..... Provided, however that the Centre may at its absolute discretion and without assigning any reason in that behalf refuse to grant any removal.

b. In consideration for the services to be rendered the Centre shall from time to time submit their Bill for quarterly Standard Services charges at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for the first four quarters, Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the next four quarters and Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the last four quarters. The Client shall also be liable to pay for the telephone rentals and the telephone calls made by the Client, electricity consumed by the Client and also other services specifically utilised by the Client on actual. These bills shall be paid by the Client within a week and in any event before demanding refund of the security deposit amount deposited by the Client with the Centre.

c. The arrangement herein is purely temporary and personal and not transferable under any circumstances and the Client shall not be entitled to assign or transfer the benefit of this arrangement to any other person/persons on any basis whatsoever.

d. No tenancy, leave and license or any other protected rights whatsoever permitting the Client or its employees to come upon and use the said premises or any part thereof is created or intended or sought to be created by these presents and the parties hereto shall not plead any oral variation to the provisions thereof. The variation if any hereto shall not be valid, binding upon or enforceable against the parties hereto unless the same are duly recorded in writing in the form of supplemental agreement signed by both the parties hereto.

e. The Client shall be allowed to display its name board outside the premises at the place allotted by the Centre.



f. If the services charges/bills payable by the Client have been outstanding for ..... from the date of receipt of the bill, the arrangement herein shall not be extended and thereupon on expiry of the two weeks, the Centre shall be entitled to prevent access to the Client and its employees in to the said premises and every part thereof and allow the Client one day's time to remove its belongings. In the event of the Client refusing or neglecting to remove its belonging from the said premises, the Centre shall be entitled to open the premises or any part thereof allotted to the said Client using the original key in their possession and in the presence of witness remove the articles and things therein after making a list thereof. It is expressly agreed that the Centre shall not render itself liable for any civil or criminal action by so doing. This authority retained by the Centre and expressly agreed to by the Client is irrevocable and constitutes the basis for this agreement and the Client shall not be entitled to dispute, challenge or call into question the validity or reasonableness of this provision.

g. Any delay or indulgence by the Centre in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Client shall not be construed as a waiver on the part of the Centre of any breach or non-observation and or non- compliance of any of the terms and conditions of this Agreement by the Client nor shall it in any manner prejudice the rights of the Centre against the Client.

h. All letters, receipts, notices or communications issued by the Centre or the Client and dispatched by Registered Post with Acknowledgement due or delivered by Hand Delivery to the address on the record of the other will be sufficient proof of receipt thereof by the other and shall be an effectual discharge on the part of the party forwarding the same and the same shall be deemed to have been received by the other party on the normal expiry period under post.

i. The Centre shall not be responsible or liable for any:

1. Theft, loss, damage or destruction of any property of the Client or any person living in or visiting the said premises or in the said building from any cause whatsoever.

2. For any personal or other injury caused to the person for the time being in the said premises on any account.

j. In the event of the Client committing any breach of the terms and conditions herein contained and failing within..... days of the receipt of a notice in writing in that behalf given by the Centre to remedy or make good such breach the Centre shall be entitled to forthwith revoke and or terminate the arrangement and/or the permission granted and in such an event the provisions of clause 5(g) of this Agreement shall apply mutatis mutandis.

k. Each party shall bear and pay the fees of their respective legal representatives.

6. As security for the due performance of the provisions hereof the Client shall deposit with Centre an interest free security deposit of a sum of Rs.-----/- (Rupees --- ). The said interest free security deposit, after deducting there from the amount of arrear or other dues if any from the Client shall be refunded by Centre to the Client without interest on the arrangement herein coming to an end, howsoever and when so ever, and upon the Client removing itself and all its belongings and things from the said premises.

7.The Centre shall be at liberty to terminate this Agreement or any renewal thereof by giving the Client three months notice in writing stating therein its desire to do so and on the expiry of such notice, and on the client removing itself, its employees and belongings from the said premises and otherwise performing its obligation under this agreement the Centre shall refund to the Client the interest free security deposit amount as contained in clause 6.

8. Upon the termination of this Agreement or sooner determination and upon the failure of the Client to remove itself, its employees and its belongings from the said premises. The Client shall be liable and hereby agrees to pay to the Centre liquidated damages of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and compensation and/or manse profits of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) per day for the wrongful and unauthorised use of the said premises and the facilities provided therein. The Centre shall be entitled without prejudice to its other rights to forfeit the security deposit in the event of any breach on the part of the client.

9.It is further agreed and declared between the parties hereto that the permission hereby granted by the Centre to the Client to use a portion of the said premises is incidental to the availing of office facilities, amenities and services provided by the Business Centre to the Client and the Client shall not be entitled to avail other facilities separately as the arrangement is composite, impartibly and indivisible.

10. Any dispute between the parties hereto shall be referred to the sole arbitration of Mr \_\_\_\_\_. Having his / its office at \_\_\_\_\_ and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

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

SIGNED AND DELIVERED by

\_\_\_\_\_ )

as partner / proprietor of the Centre.)

in the presence of \_\_\_\_\_ )

SIGNED AND DELIVERED by the )

With in named \_\_\_\_\_ )

in the presence of \_\_\_\_\_ )

[Download Word Doc](#)

**Documents Required for Business Services Agreement**

There are no specific documents required for the drafting and execution of an agreement between an independent contractor and a service provider. However, ID proofs of the parties in order to confirm the names and permanent addresses of the parties shall be scrutinized. Moreover, papers evidencing the parties' rights to carry out the business (as per the agreement) and provide the service(s) in question, could be examined.

### **Procedure for Business Services Agreement**

No set procedure is applicable in the making of such an agreement. However, once the agreement has been drafted by a lawyer, it should be specifically and carefully read by both the parties to the agreement. Any necessary changes required to be made shall be carried out and once the agreement is finalised, it shall be signed by both the parties along with the requisite witnesses. The said agreement is legally binding when it is printed on judicial stamp paper/e-stamp paper and signed by both the parties. The stamp paper value (if relevant) depends on the particular State in which it is executed. Each party should thereafter keep a signed copy of this agreement between the independent contractor and service provider.

### **What is Loan Agreement with Security?**

A loan agreement is a legal contract between a borrower and a lender regulating the mutual promises made by each party. It is a formal document that evidences a loan. A loan agreement is a legal document and a written promise to repay the money that is described by the Agreement between the lender and the borrower. This document is used to record the terms between the parties, including the method and amount of repayment of loan and also the penalty in case of default of such payment.

An agreement for loan with security is essentially a loan agreement in which terms and conditions regarding collateral/security given against the loan, are also mentioned. A document that provides a lender, a security interest in a specified asset or property that is pledged as collateral. In the event that the borrower defaults, the pledged collateral can be seized and sold. A security agreement mitigates the default risk the lender faces.

### **Why is Loan Agreement with Security required?**

A loan agreement (for a secured loan - with security/collateral) is required in order to determine the terms and condition between the lender and borrower. The agreement is binding on both the parties. It is an important step as all the rights and liabilities of the parties are stated clearly and thus avoids future legal trouble and confusion. Its main purpose is to serve as written evidence of the amount of a debt, the terms under which the loan money shall be repaid - including the rate of interest if involved. It details the particulars regarding collateral/security which is given against the loan by the borrower. It is a legal document and is enforceable in the Court of law.

### **What should a Loan Agreement with Security cover?**

It should consist of all the necessary terms and conditions. The following are important terms that must be included in a loan agreement among others:

1. The relevant personal details of the parties such as full name, residential addresses and ages of the parties to the agreement,

2. Reasons for the loan,
3. Amount paid and the method of payment,
4. Duration or the term of the loan,
5. Security that is required to be given - the kind of security and terms regarding such security.
6. Method of repayment of the loan,
7. Interest rate (if any),
8. Penalty clause explaining the details of what the penalty would be if the borrower defaults in repaying of the loan,
9. General clauses such as termination of agreement, applicable laws, arbitration clause, etc.) and
10. Date of signing of the agreement.

### **Format for Loan Agreement with Security**

[Download Word Doc](#)

### **DRAFT OF LOAN AGREEMENT WITH SECURITY**

THIS AGREEMENT is made at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

#### **BETWEEN**

\_\_\_\_\_ LTD, a Company incorporated under the Companies Act, 1956 or Companies Act ,2013 having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "The Lender") which term or expression shall unless excluded by or repugnant to the subject or context hereof shall mean and include its heirs, successors and assigns of the One Part

AND

i. M/S ABC LIMITED, a Company incorporated under the Companies Act, 1956 or Companies Act ,2013 having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "The Borrower") which terms or expression shall unless excluded by or repugnant to the subject or context hereof shall mean and include its heirs, successors and assigns of the

## SECOND PART and

ii. M/S CDE LIMITED, a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "The Lender") which terms or expression shall unless excluded by or repugnant to the subject or context hereof shall mean and include its heirs, successors and assigns of the THIRD PART.

### WHEREAS

A. The Borrower is one of the entities in the group of Companies, ABC LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 or Companies Act, 2013 having its Registered Office at \_\_\_\_\_ hereinafter referred to as "The Borrower" has a paid up capital of Rs. \_\_\_\_\_ lacs as on \_\_\_\_\_ (date).

B. The Borrowers has approached "The Lender" for grant of inter corporate deposit of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for a period of \_\_\_\_\_ days beginning from the date of disbursal of loan i.e. \_\_\_\_\_.

C. The Lender has favourably considered the request of the Borrower and has agreed to lend and advance a secured interest carrying inter-corporate deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Borrower on the terms and conditions and covenants as follows.

D. The Lender has agreed to secure the timely repayment of the loan along with interest by creating in favour of the Lender Pledge with the securities fully stated in the Annexure Annexed hereto and treated as an integral part of this Agreement.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. At the request of the Borrower the Lender lends an advance to the Borrower an inter corporate deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for a period of \_\_\_\_\_ days beginning from the date of disbursal i.e. \_\_\_\_\_

2. The said inter corporate deposit shall carry an interest @ \_\_\_\_\_ % per annum payable with \_\_\_\_\_ rests. In case of delay or default in payment, whether of the principal or of the interest or any part thereof the Lender shall be entitled and the borrower shall be liable to pay a penal interest @ \_\_\_\_\_ % per annum over and above the interest mentioned hereinabove.

3. As a security towards timely repayment of loan along with interest, the Lender has agreed to pledge in favour of the Lender, fully paid up equity shares, standing in the name of Lender as stated in the Annexure annexed hereto and treated as an integral part of the agreement in the equity capital of ABC Limited, a company incorporated under the provisions of the Companies Act, 1956 or Companies Act, 2013 having its Registered Office at \_\_\_\_\_. The Equity shares of Equity International Ltd are listed at \_\_\_\_\_ Stock Exchange and the current market price of shares is agreed to be Rs. \_\_\_\_\_/- per share.

4. In case the Lender sends the notice to the Borrower to make good the margin in the securities (\_\_\_\_\_ % in this case) and the Borrower fails and/or neglects to make good the margin within the

stipulated period as mentioned in the notice the Borrower shall be deemed to have committed default of the terms of this agreement and in that event it shall be lawful for the Lender (but not compulsory) to demand from the Borrower repayment of the loan along with the interest then outstanding and the Borrower shall be liable to repay the loan in full along with interest thereon without any objection and/or demur.

5. It is expressly agreed by and between the parties hereto that in case of downward revision in the market price of the equity shares of ABC LTD, the Borrower/ Lender shall on its own, pledge in favour of the Lender such other shares of ABC LTD so as to ensure \_\_\_\_\_ % margin between the amount of loan along with interest and the securities.

6. In case the Borrower fails and/or neglects to repay the amount of loan or the amount of interest on the due date it shall be lawful for the Lender to sell or dispose off, at the cost and expenses of the borrower, all or some of the equity shares of ABC LTD either by way of private arrangement or in the open market and to apply the net proceeds thereof towards satisfaction of the amount of loan or the interest, then outstanding.

7. The Borrower agrees that any accretion the securities pledged with the Lender by way of dividend, bonus/rights issue etc. accruing from time to time shall be deemed to be pledged with the Lender and the Borrower shall, on its own take expeditious steps to create a pledge in favour of the Lender.

8. It is agreed that the Borrower shall execute a Demand Promissory Note in favour of the Lender.

9. The Borrower/ Lender agree and undertake to execute in favour of the Lender all such documents/papers, including fresh transfer deeds, as may be required by the Lender from time to time.

10. The Borrower/ Lender have agreed to constitute nominate and appoint the Lenders as its true and lawful attorney to do all such deeds and things in respect of the said \_\_\_\_\_ (No. of Shares) Equity Shares of ABC LTD as may be pledged/hypothecated by the Borrower to the Lender.

11. It is agreed that the liability of the Lender is jointly and severally along with the liabilities of the Borrower and the same is co-extensive.

IN WITNESS WHEREOF the parties herein have signed this agreement in acceptance of all terms stated above on the date and place mentioned hereinabove.

THE BORROWER

THE PLEDGER

THE LENDER

[Download Word Doc](#)

**Documents Required for Loan Agreement with Security**

There are no specific documents required for the drafting and execution of a loan agreement with security. However, since there is security involved - papers evidencing the same would be required. For example if the security is an immovable property of the borrower, ownership papers for the same must be scrutinized. Other than this, ID proofs of the parties in order to confirm the names and permanent addresses of the lender and borrower shall be scrutinized.

### **Procedure for Loan Agreement with Security**

No set procedure is applicable in the making of a loan agreement with security. However, once the agreement has been drafted by a lawyer, it should be specifically and carefully read by both the parties to the agreement. Any necessary changes required to be made shall be carried out and once the agreement is finalised, it shall be signed by both the parties along with the requisite witnesses. The loan agreement has evidentiary value when it is printed on stamp paper/e-stamp paper and signed by both the parties. The stamp paper value depends on the particular State in which it is executed. Each party should thereafter keep a signed copy of the Loan Agreement.

### **Legal Considerations for Loan Agreement with Security**

A loan agreement with security is a legal document which includes clauses stating the terms and conditions between the parties - regarding the giving of loan, the security/collateral involved, repayment of loan, etc.. It needs to be printed on stamp paper of the correct value and signed by both parties. It can be modified or amended as per the terms of the agreement.

### **How can a lawyer help to draft Loan Agreement with Security?**

One of the first and the most important steps that you must undertake is to hire a good [documentation lawyer](#) as he/she is aware of the nitty gritty of the legal procedures and necessary requirements involved in drafting of loan agreements(which involve security). A lawyer would draft a loan agreement, better than you can yourself, for obvious reasons. A lawyer has the necessary legal knowledge and experience to handle and draft such documents. He/She will be able to guide you and draft for you according to your particular situation - the facts, circumstances and needs involved. A documentation lawyer is aware of good drafting technique and the clauses that must be included in your agreement. Hiring a good lawyer in order to draft such important legal documents is a prerequisite and will help you in more ways than one.

### **What is Legal Notice for Recovery of Money?**

Legal notice for recovery of money is a formal intimation between two people warning the other before legal action is initiated to get their due payment. Believe it or not, you can also send a legal notice for recovery of money from a friend, in case he/she owes you a lot. To recover money from people who owe it to you, the role and importance of a legal notice for recovery of due becomes important. Legal notice for refund of money can be filed for anyone from a dealer to an employee, tenant, friend, company, bank, etc.

### **Why is Legal Notice for Recovery of Money required?**

One may send a notice for recovery of money from your employer, friend or any other party who owes you money. The first step in recovery should be to send a legal notice since most recovery cases get resolved in this step itself and you do not need to proceed to Court. One must send a well-drafted and legally sound notice to ensure that you get a prompt response on your notice and you have maximum opportunity to recover your money.

### **What should a Legal Notice for Recovery of Money cover?**

The legal notice for recovery of money must contain

- The legal notice must be drafted in the letterhead of an advocate which is to be specific and proper.
- It should contain addresses and contact details of the advocate.
- The date on which the legal notice is issued including the name, address, and contact details of the person to whom the legal notice is issued is to be stated.
- Since the legal notice for recovery of money is going from the client's end, the name and details of the client should be mentioned.
- It should be made clear in the notice as to how your right has been infringed due to the act or omission by the opposite party and for that what you want from him. A specific direction must be given to the opposite party along with a time limit.
- The notice must be signed (with date) by the advocate and the sender.

### **Format for Legal Notice for Recovery of Money**

[Download Word Doc](#)

### **Legal Notice**

Ref. No..... Dated \_\_\_\_, \_\_\_\_\_

REGD.A.D.

LEGAL NOTICE



To,

\_\_\_\_\_

Dear Sir,

Pursuant to the instructions from and on behalf of my client \_\_\_\_\_, through its \_\_\_\_\_, I do hereby serve you with the following Legal Notice: -

1- That my client is a \_\_\_\_\_ firm/individual under the name and style of M/s \_\_\_\_\_.

2- That my client is engaged in the business of \_\_\_\_\_ of the \_\_\_\_ etc.

3- That against your valid and confirmed order my client did your job work from time to time on credit basis as you have running credit account in the account books of my client operated in due course of business.

4- That my client-raised bills of each and every work performed for payment, although you have acknowledged the receipt of such bills raised by my client.

5- That inspite of acknowledging the liability of payment of principal balance of Rs. \_\_\_\_\_/- you have been miserably failed to make payment of the said amount due to my client from you deliberately with malafide intent, hence you are liable to pay the said principal balance amount of Rs. \_\_\_\_\_/- alongwith interest @ \_\_% p.a. from the date of due till actual realization of the said sum as is generally and customarily prevailing in the trade usages, which comes to Rs. \_\_\_\_\_/-

6- That thus you are liable to pay the total amount of Rs. \_\_\_\_\_/- to my above named client and my above named client is entitled to recover the same from you.

7- That my client requested you several times through telephonic message and by sending personal messenger to your office for release of the said outstanding payment, but you have always been dilly delaying the same on one pretext or the other and so far have not paid even a single paisa out of the said outstanding undisputed amount.

I, therefore, through this Notice finally call upon you to pay to my client Rs. \_\_\_\_\_/- along with future interest @ \_\_ % p.a. from the date of notice till actual realization of the said amount, together with notice fee of Rs. \_\_\_\_/- to my client either in cash or by demand draft or Cheque which ever mode suits you better, within clear 30 days from the date of receipt of this notice, failing which my client has given me clear instructions to file civil as well as criminal lawsuit for recovery and other Miscellaneous proceedings against you in the competent court of law and in that event you shall be fully responsible for the same.

A copy of this Notice has been preserved in my office for record and future course of action.

(\_\_\_\_\_)

ADVOCATE

[Download Word Doc](#)

### **Documents Required for Legal Notice for Recovery of Money**

The following documents must be scrutinized while drafting a legal notice for recovery of money:

- Affidavit of proof of money lent/owed to you
- If recovery from employer, employment agreement that states the amount that your employer is to give you in exchange of your service
- Any proof of money owed to you

### **Procedure for Legal Notice for Recovery of Money**

No set procedure is applicable in the making of a legal notice for recovery of money. However, a legal notice must be drafted and signed by a lawyer, with all the necessary details/contents as mentioned above. Once the notice is drafted it should be examined by the lender. It should then be sent to the defendant. If no action is taken or no repayment is done within the number of days mentioned upon the notice, a recovery suit against the defendant can be filed in the court having jurisdiction.

### **Legal Considerations for Legal Notice for Recovery of Money**

There is a limitation period of 3 years within which you must send the notice and file the recovery suit, if any, for the recovery of money owed to you. However, if there is an acknowledgement of the debt owed to you, then the limitation period will restart. The legal notice serves the purpose of giving a reasonable time to the person who owes you money to make a payment. The notice also acts as valid proof before a Court of Law that a certain amount is owed to you.

### **How can a lawyer help to draft Legal Notice for Recovery of Money?**

Since, a legal notice is the first step towards recovery litigation, it is highly recommended that you hire a [recovery lawyer](#). A lawyer has the requisite expertise and knowledge to draft such legal notices. He/she will be able to accumulate important information for the client and draft the notice accordingly. He/she will ensure that you are on the right path in attaining justice. A lawyer can manage all legal paperwork effectively. Therefore, hiring an expert recovery lawyer is of prime importance in order to ensure that your legal notice for recovery is sent correctly, keeping in mind the possible litigation that may ensue.

### **What is Anticipatory Bail Petition Application Format (Sessions Court & High Court)?**

Anticipatory bail petition is filed under Section 438 of the Code of Criminal Procedure by an accused person who is apprehending arrest by the police. Anticipatory bail petition can be filed before the court of sessions, High Court, Supreme Court of India only. One can file a petition for anticipatory bail even if a First Information Report (FIR) has not been filed and the person is merely apprehending arrest.

### **Why is Anticipatory Bail Petition Application Format (Sessions Court & High Court) required?**

Anticipatory Bail petition is filed by a person who is apprehending arrest in relation to criminal offence. In case a person is anticipating that he/she might get arrested or an FIR may be filed against him/her in relation to an offence, he/she can file an application in the appropriate court for anticipatory bail.

### **What should a Anticipatory Bail Petition Application Format (Sessions Court & High Court) cover?**

An anticipatory bail application should contain the details of FIR based on which the apprehension of arrest was drawn by the petitioner. In case an FIR has not been filed, the petitioner must present supporting documents or proof that proves his claim regarding the

anticipation of arrest. The petitioner should also mention in the petition the grounds on which he is asking for anticipatory bail.

**Format for Anticipatory Bail Petition Application Format (Sessions Court & High Court)**

[Download Word Doc](#)

**BEFORE THE HIGH COURT AT \_\_\_\_\_**

**IN THE MATTER OF:**

STATE

VS

\_\_\_\_\_

(FIR Number: \_\_\_\_\_)

Under Section: (\_\_\_\_\_)

Police Station: (\_\_\_\_\_)

**APPLICATION U/S 438 CRPC FOR GRANT OF ANTICIPATORY BAIL ON BEHALF OF THE  
ACCUSED (name of the applicant of the bail)**

**MOST RESPECTFULLY SUBMITTED AS UNDER:**

1. That the present FIR has been registered on false and bogus facts. The facts stated in the FIR are fabricated, concocted and without any basis.

2. That the police has falsely implicated the applicant in the present case, the applicant is a respectable citizen of the society and is not involved in any criminal case.

3. That the facts stated in the complainant against the applicant are civil disputes and does not constitute any criminal offense at all.

4. That the applicant is not required in any kind of investigation nor any kind of custodial interrogation is required.

5. That the applicant is having very good antecedents, he belongs to a good family and there is no criminal case pending against them.

6. That the applicant is a permanent resident and there are no chances of his absconding from the course of justice.

7. That the applicant undertakes to present himself before the police/court as and when directed.

8. That the applicant undertakes that he will not, directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer.

9. That the applicant further undertakes not to tamper with the evidence or the witnesses in any manner.

10. That the applicant shall not leave India without the previous permission of the Court.

11. That the applicant is ready and willing to accept any other conditions as may be imposed by the Court or the police in connection with the case.

12. That the Court below has failed to consider all the facts and circumstances of the case and has wrongly dismissed the anticipatory bail application.

#### **PRAYER**

It is therefore prayed that the court may direct the release the applicant on bail in the event of his arrest by the police.

Any other order which the court may deem fit and proper in the facts and circumstances of the case may be also passed in favor of the applicant.

APPLICANT

THROUGH

COUNSEL

[Download Word Doc](#)

**Documents Required for Anticipatory Bail Petition Application Format (Sessions Court & High Court)**

The application for anticipatory bail under Section 438 of the Code of Criminal Procedure is to be signed by the accused or the applicant of the bail. An affidavit in support of the application is to be filed along with the main application. A readable copy of the FIR is also to be attached along with the petition. All relevant documents are also to be annexed along with the bail application based on which the applicant is seeking anticipatory bail from the court. The Counsel who is filing the application must also sign the application and must attach his memo of appearance or power of attorney with the application. The details of the FIR, name of the accused, father's name of the accused should be properly mentioned in the application so that the said contents are properly recorded in the judicial records.

### **Procedure for Anticipatory Bail Petition Application Format (Sessions Court & High Court)**

It is advisable to engage a criminal lawyer once a criminal complaint or FIR has been lodged. Once engaged, a suitable course of action including application for pre-arrest notice, notice bail or anticipatory bail can be decided upon. The Lawyer would draft an application for anticipatory bail mentioning as to why the bail shall be granted while stating your version of the facts surrounding the matter. Once the application for anticipatory bail is drafted the advocate will file the same at an appropriate Sessions Court. When the matter comes up for hearing, the lawyer must appear and present the case. If the judge sees the case to be fit for granting anticipatory bail, anticipatory bail is provided to the accused. In case anticipatory bail application is rejected in the Sessions Court, the application can be made to the High Court. If the High Court also rejects the bail, the application can be made in the Supreme Court.

### **Legal Considerations for Anticipatory Bail Petition Application Format (Sessions Court & High Court)**

Once, the bail is granted there are few formalities that have to be followed before the person is finally out on bail. The Court also has the power to put some conditions and restrictions on the same.

The conditions that may be imposed are as follows:

- The person shall make himself available for interrogation by the police officer as and when required;
- The person shall not, directly or indirectly, make any threat or promise to any person who is aware of the facts of the case so as to discourage him from disclosing such facts to the court or to any police officer;
- The person shall not leave India without the previous permission of the court.

### **How can a lawyer help to draft Anticipatory Bail Petition Application Format (Sessions Court & High Court)?**

Being charged with a crime is a serious issue. A person facing criminal charges risks severe penalties and consequences, such as jail time, having a criminal record, and loss of relationships and future job prospects, among other things. While some legal matters can be handled alone, a criminal case warrants the legal advice of a qualified criminal lawyer who can protect your rights and secure the best possible outcome for your case. Owing to the experience in bail related issues, a criminal lawyer is an expert in dealing with the complexities involved in

cases of mental cruelty and this is why having a criminal lawyer by your side to guide you with a case like this always adds up to your potential in dealing with the case effectively.

### **What is Agreement of License between Trade Mark Owner and a Manufacturer?**

It is a process of creating and managing contracts between the owner of a brand and a company or individual who wants to use the brand in association with a product, for an agreed period of time, within an agreed territory. It determines the terms and condition for grant of use of trademark.

### **Why is Agreement of License between Trade Mark Owner and a Manufacturer required?**

An agreement of license between a trademark owner and a manufacturer is an official document that states that the manufacturer of a product has the permission to manufacture the product by the company or the individual who has trademarked it. However, the trademark owner gets to choose the licensing terms of this agreement.

### **What should a Agreement of License between Trade Mark Owner and a Manufacturer cover?**

This agreement is a crucial piece of evidence which is also valid in the court of law to ensure that the trademarked component is not being copied and produced illegally. The Agreement must include:

- Names and addresses of both the trademark owner and the manufacturer
- Date of the agreement
- A statement to ascertain the trademark owner and his rights with the product
- Details of permission given by the trademark owner to the manufacturer (how many products, how many consignments, timelines, etc.)
- Details of where the product will be produced and how much will it priced
- A clause stating that product must contain the trademark owner's name on it
- A clause stating that the trademark owner will have the right to reject the product if it doesn't meet the quality standard
- A clause stating that though manufactured by another person, the ownership of the product will be with the trademark owner
- Details of the royalty to be paid to the trademark owner
- Contract timelines



- The consequences of breach of contract (if it so happens) and the next course of action
- The manufacturer's registration details
- The consequences of a dispute
- Contract termination details

The agreement then has to be signed and approved by both the trademark owner and the manufacturer before it becomes legally valid.

### **Format for Agreement of License between Trade Mark Owner and a Manufacturer**

[Download Word Doc](#)

## **DRAFT OF AGREEMENT LICENSE BETWEEN TRADEMARK OWNER AND A MANUFACTURER**

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ M/s \_\_\_\_\_, a Company registered under the Companies Act,\_\_\_\_, and having its registered office at \_\_\_\_\_ hereinafter referred to as `the Licensor' of the One Part and Mr. \_\_\_\_\_ carrying on business of \_\_\_\_\_ Hereinafter referred has `the Licensee' of the Other Part

### **WHEREAS**

1. The Licensor is the proprietor of a trade mark more particularly described in the schedule hereunder written and which is duly registered under the Trade and Merchandise Marks Act 1958.
2. The Licensor is manufacturing and selling the goods viz \_\_\_\_\_ under the said trade mark.
3. The Licensee who is running a small scale industry has requested the Licensor to grant him a license to manufacture the said goods with the trade mark embossed or printed thereon as is being done by the Licensor and which the Licensor has agreed to do on the following terms and conditions agreed to between the parties hereto.

### **NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The Licensor hereby grants to the Licensee a license to manufacture the said goods as a job

work by applying the said trade mark, particulars of which are described in the Schedule hereunder written.

2. The Licensee agrees and undertakes that all of the said goods manufactured by the Licensee in his factory at \_\_\_\_\_ or elsewhere shall be sold to the Licensor and not to anybody else at the price of Rs \_\_\_\_\_ per item or article. The Licensee undertakes to manufacture and supply to the Licensor a quantity of not less than \_\_\_\_\_ every month.
3. The goods so manufactured with the said trade mark applied to them will be supplied and delivered by the Licensee to the Licensor at the latter's business premises at \_\_\_\_\_ at his own costs of transport.
4. The price of the said goods so supplied will be paid by the Licensor against delivery after deducting there from the royalty payable by the Licensee to the Licensor as hereinafter provided.
5. The Licensor shall have the right to reject any goods supplied if they are not as per specifications or quality which are made known to the Licensee and in the event of such rejection the Licensee shall take back the rejected goods from the Licensor's premises at his own costs and until such removal they will be at the risk of the Licensee. The Licensor agrees that during the subsistence of this agreement, the Licensor will not get the said goods manufactured from anybody else.
6. The ownership of the said trademark will always remain with the Licensor and the Licensee will not pass off the said goods as if he is the owner of the said trademark.
7. The Licensee will be at liberty to put a label or advertise that the said goods are manufactured by him but it will also be mentioned that the trade mark belongs to the Licensor and that the goods are manufactured for the benefit of the Licensor.
8. In consideration of the Licensor allowing the Licensee to manufacture the said goods with the said trade mark the Licensee agrees to pay to the Licensor by way of royalty a sum equal to \_\_\_\_\_ per cent of the price of the goods at which they will be sold to the Licensor by the Licensee as aforesaid.
9. The Licensee shall keep an account of the goods manufactured and sold to the Licensor and the price received by him and royalty paid in respect thereof and such account shall be open to inspection by the Licensor from time to time as may be required by the Licensor. The Licensor will also have the right to enter upon the premises of the Licensee where the goods are manufactured and to take inspection of the goods manufactured.
10. This agreement will remain in force for a period of \_\_\_\_\_ years from the date hereof and on the expiration of the said period or earlier termination thereof as herein provided, the Licensee shall stop manufacturing the said goods under the said trade mark and all the goods till then manufactured and lying undelivered to the Licensor will be delivered to the Licensor in terms of this agreement as aforesaid.

11. If the Licensee commits breach of any term of this agreement, the Licensor will be entitled to terminate this agreement by fifteen days prior notice in writing to the Licensee and on the expiration of the notice period, this agreement shall stand terminated unless in the mean while the breach complained of is remedied to the satisfaction of the Licensor.

12. The Licensee may get himself registered as a registered user under the provisions of the Trade & Merchandise Marks Act 1958 subject to the terms of this agreement.

13. If the Registrar of Trade Marks while registering the Licensee as a registered user puts any condition which is not acceptable to the Licensor, the Licensee will withdraw the application for registration or the Licensor will have the option to terminate this agreement.

14. If any person is found by the Licensee to infringe the said trade mark either by passing off or otherwise, the Licensee will bring that fact to the notice of the Licensor to enable him to take necessary legal action against such person and in that event the Licensee will give all cooperation to the Licensor in prosecuting such action and all the costs thereof will be borne and paid by the parties hereto in equal shares.

15. If the Licensee himself infringes the said trade mark by passing off or otherwise, then notwithstanding anything provided in clause 16 hereof it will be open to the Licensor to take legal action against him and in such case the Licensee will not be entitled to challenge the ownership of the Licensor in respect of the said trade mark.

16. In the event of any dispute arising out of this agreement, the same will be referred to arbitration of a common Arbitrator if agreed upon or in the absence of such agreement, to two Arbitrators one to be appointed by each party hereto and the Arbitration will be governed by the Arbitration Act for the time being in force.

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

**THE SCHEDULE ABOVE REFERRED TO**

Signed and delivered for and on behalf of

Within named Licensor \_\_\_\_\_ Company

By its Managing Director

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

Signed and delivered by the

Within named Licensee Mr. \_\_\_\_\_

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

[Download Word Doc](#)

### **Documents Required for Agreement of License between Trade Mark Owner and a Manufacturer**

In order to enter into this agreement the Trade Mark owner must have the trademark registered in his name and must have the relevant documents evidencing his title over the trademark in question. Other than this, the identity proofs of the parties can also be scrutinized before entering into the agreement.

### **Procedure for Agreement of License between Trade Mark Owner and a Manufacturer**

No set procedure is applicable in the making of an agreement of licence. Once the agreement has been drafted by a lawyer, it should be specifically and carefully read by both the parties to the agreement. Any necessary changes required to be made shall be carried out and once the agreement is finalised, it shall be signed by both the parties along with the requisite witnesses. The agreement is then legally binding when it is printed on judicial stamp paper/e-stamp paper and signed by both the parties. The stamp paper value depends on the particular State in which it is executed. Each party should thereafter keep a signed copy of the Agreement.

### **Legal Considerations for Agreement of License between Trade Mark Owner and a Manufacturer**

An agreement of licence is a legal document that includes clauses stating the terms and conditions between the parties. It needs to be printed on a judicial / e-stamp paper of the correct value and signed by both parties. The agreement is required to be registered after stamping with proper value, as per State laws.

### **What is Licence to use Copyright?**

A copyright licence is a form of contract (also known as a 'permissions agreement') based in copyright law. It represents an agreement between someone who wants to use a work (a film, song, image, text, etc) and someone else who can give permission to use it, often in exchange for money.

### **Why is Licence to use Copyright required?**

A copyright licence enables the owner of the copyright to assign the rights to use the copyright to another person based on the terms and conditions established between the parties. The owner of the copyright can put in reasonable restrictions upon the person to whom the copyright being assigned to regarding the use of the particular copyright through the agreement in order to protect exploitation of the copyright.

### **What should a Licence to use Copyright cover?**

A license deed in relation to copyright should comprise of following particulars:

- Duration of license

- The rights which have been licensed
- Territorial extent of the licensed
- The quantum of royalty payable
- Terms regarding revision
- Extension and termination

### **Format for Licence to use Copyright**

[Download Word Doc](#)

## **DRAFT OF LICENSE TO USE COPYRIGHT AGREEMENT**

I .....s/o..... r/o....., the owner of the copyright, to Award the LICENCE to s/or/o for using the said for the purpose of for a period of in lieu of the consideration of already paid to me on..., and I hereby acknowledge the receipt of said amount.

Date.

[Download Word Doc](#)

### **Documents Required for Licence to use Copyright**

In order to enter into this agreement the copyright owner must have the copyright registered in his name and must have the relevant documents evidencing his title over the copyright in question. Other than this, the identity proofs of the parties can also be scrutinized before entering into the agreement.

### **Procedure for Licence to use Copyright**

No set procedure is applicable in the making of an agreement of licence to use copyright. Once the agreement has been drafted by a lawyer, it should be specifically and carefully read by both the parties to the agreement. Any necessary changes required to be made shall be carried out and once the agreement is finalised, it shall be signed by both the parties along with the requisite witnesses. The agreement is then legally binding when it is printed on judicial stamp paper/e-stamp paper and signed by both the parties. The stamp paper value depends on the particular State in which it is executed. Each party should thereafter keep a signed copy of the Agreement.

## **Legal Considerations for Licence to use Copyright**

An agreement of licence to use copyright is a legal document that includes clauses stating the terms and conditions between the parties. It needs to be printed on a judicial / e-stamp paper of the correct value and signed by both parties. The agreement is required to be registered after stamping with proper value, as per State laws.

### **How can a lawyer help to draft Licence to use Copyright?**

While drafting agreements, it is important to know as to what terminology should be used while drafting the same as a small ambiguity in the terms can also jeopardize the claim of the parties. This is why it is crucial to have a [documentation lawyer](#) to assist you with the drafting an agreement. Being an expert in the area of documentation law, a documentation lawyer knows the nitty-gritty of the legal procedures and the requirements involved in drafting an agreement. With the experience attained in the field, he/she can guide you with the right advice while entering into an agreement and can make sure that such mistakes are eliminated that cannot be resolved even through further legal procedures.

## **What is Legal Notice for Defamation?**

Defamation is when untrue accusations or statements are made which are malicious and harmful towards a person's reputation. Defamation can be in the form of libel (written words) or slander (spoken). A legal notice for defamation is sent under Section 499 of IPC seeking remedy under criminal law, or under the CPC (Civil Procedure Code).

A legal notice is a formal intimation between two persons warning the other person before a legal action is initiated to get his/her due compensation or damages in respect of the defamation.

### **Why is Legal Notice for Defamation required?**

A legal notice for defamation is the first step to initiate civil or criminal proceedings against the person(s) defaming you. As stated earlier, it is a kind of warning to initiate a court case if the demands such as compensation / damages etc. for loss or damage to reputation etc. are not met. One must send a well-drafted and legally sound notice to ensure that you get a prompt response on your notice and you have maximum opportunity to get damages/compensation.

### **What should a Legal Notice for Defamation cover?**

The legal notice for Defamation must consist of the following:

- The legal notice must be drafted in the letterhead of an advocate which is to be specific and proper.
- It should contain addresses and contact details of the advocate.

- The date on which the legal notice is issued including the name, address, and contact details of the person to whom the legal notice is issued is to be stated.
- Since the legal notice for defamation is going from the client's end, the name and details of the client should be mentioned.
- Detailed description of the incident which raised the cause of action (leading to damage to the reputation).
- The relief claimed by the sender of the notice.
- It should be made clear in the notice as to how your right has been infringed and how your reputation has been damaged due to the act or omission by the opposite party and for that what you want from him/her. A specific direction must be given to the opposite party along with a time limit.
- The notice must be signed (with date) by the advocate and the sender.

### **Format for Legal Notice for Defamation**

[Download Word Doc](#)

### **LEGAL NOTICE**

To,

#### **Sub:- LEGAL NOTICE FOR DEFAMATION**

That I have been instructed by my client namely Sh\_\_\_\_, son of \_\_\_\_ resident of \_\_\_\_\_ New Delhi to serve upon you legal notice for defamation on the following legal grounds.

1. That earlier litigation was pending between my client and Army Welfare Trust etc in the court of competent jurisdiction and later on, on the basis of compromise, the said matter was patched up and AWT/ DHQ granted land comprising Khasra \_\_\_\_\_, etc total measuring \_\_\_\_\_ situated in \_\_\_\_\_ New Delhi d to my client against the consideration/exchange of another land. The said land was granted for the \_\_\_\_\_ and place of residence of \_\_\_\_\_ of the said \_\_\_\_\_ and \_\_\_\_\_, which has already constructed at the time of compromise between the parties and for the Mosque, Graveyard and Funeral Place and for any other public purposes.

2. That my client is the caretaker of said \_\_\_\_\_ property and used to serve \_\_\_\_\_ there at said \_\_\_\_\_ on regular basis.

3. That my client being caretaker of the said \_\_\_\_\_, enjoys a very good reputation, respect, and honor not only in the eyes of inhabitants but also in the eyes of twin cities especially.

4. That my client is a respectable citizen of this country. He is enjoying a very good reputation, command, and great respect amongst the family, friends, colleagues, and locality as well as the community. My client is having great respect, dignity, and prestige in the area and also having a blot-less career throughout his life.

5. That my client filed a suit for declaration and permanent injunction before the Court of \_\_\_\_\_, Civil Judge, Delhi in which the SHO P.S \_\_\_\_\_, Delhi was also made the party in the suit.

6. That the summons was issued to all the parties including SHO, P.S \_\_\_\_\_, Delhi.

7. That the said suit is pending adjudication before the Court of \_\_\_\_\_, the Learned Civil Judge, Delhi, in which you submitted comments/report before the Learned Court, whereas, you were not the party to suit.

8. That my client shocked to see that you have written in the said report that my client is “\_\_\_\_\_” and wants to usurp the land of valuing in billions.

9. That you have leveled serious allegations against my client.



10. That due to the said allegations against my client without any basis and purely engineered on malice, client suffered mental agonies, torture. Furthermore, my client is facing continuous mental torture, harassment, and fear.

11. That due to the said averments which you made in the said report not only communicated to the parties to the suit, which is now a public document, the reputation of my client, as well as his family, has been damaged in such that there could not be repaired. The credibility built by my client during the span of time is shattered due to writing the false, frivolous, fictitious, and baseless allegations against my client.

12. That the defamatory statement/ averments which you made in the report, which is submitted before the learned Civil Judge, New Delhi, is having a tendency to injure the reputation of my client i.e. to lower him in the estimation of others and to bring him in in obliquity contempt and ridicule. Which my client also reserves the right to file for defamation and damages.

13. That my client is demanding special damages on account of mental torture, agony, financial loss, and injury inflicted to his reputation, honor due to the statement/averments, which you have made before the Learned Civil Judge, Delhi as well the detail of the same are mentioned as under:

### **General Damages**

Injury/ loss to reputation as a person      = 10,00,000/-

Mental torture and physical agony      = 10,00,000/-

**Loss in family honour:** = 3,75,000/-

Legal assistance & General charges = 25,000/-

**GRAND TOTAL** = 24,00,000/- (as general and special compensation)

That through the instant legal notice for defamation, you are hereby advised to pay the above-said amount to my client within 14 days after the issuance of instant legal notice, otherwise, my client has positively instructed me to use against you in the Court of Law at your risk and costs.

A copy of the instant legal notice for defamation is retained in my office for further necessary action.

**Counsel(s)**

**ADVOCATE**

**ADDRESS:**\_\_\_\_\_

[Download Word Doc](#)

### **Documents Required for Legal Notice for Defamation**

The following documents must be scrutinized while drafting a legal notice for defamation:

- Proof of words/images etc (spoken or displayed or written) that have damaged the reputation and thus caused defamation,
- Identity proof of sender,
- Any proof of damage to reputation, etc.

### **Procedure for Legal Notice for Defamation**

No set procedure is applicable in the making of a legal notice for defamation. However, a legal notice must be drafted and signed by a lawyer, with all the necessary details/contents as mentioned above. Once the notice is drafted it should be thoroughly examined by the sender. It should then be sent to the other parties. If no action is taken or no reply is received within the number of days mentioned upon the notice, a suit for defamation against the defendant can be filed in the court of proper jurisdiction.

### **Legal Considerations for Legal Notice for Defamation**

A Legal Notice for Defamation is mainly governed by Code of Civil Procedure 1908, and the Indian Penal Code 1862. In India, Defamation can be both a civil wrong and a criminal wrong. Defamation is a tort under the civil law and a person can opt to file a civil suit for defamation and compensation in the Court of appropriate jurisdiction (depending upon the amount of compensation).

In order to seek justice from the criminal courts, the definition of defamation under the Indian Penal Code (Section 499) must be fulfilled. A criminal procedure can be initiated against the accused before the Judicial Magistrate having First Class rank. The accused can be punished under Section 500 of the IPC.

### **How can a lawyer help to draft Legal Notice for Defamation?**

Since, a legal notice is the first step towards recovery litigation, it is highly recommended that you hire a civil or criminal lawyer. A lawyer has the requisite expertise and knowledge to draft such legal notices. He/she will be able to accumulate important information for the client and draft the notice accordingly. He/she will ensure that you are on the right path in attaining justice. A lawyer can manage all legal paperwork effectively. Therefore, hiring an expert lawyer is of prime importance in order to ensure that your legal notice for defamation is sent correctly, keeping in mind the possible litigation that may ensue.

### **What is Legal Notice for Cancellation of Power of Attorney?**

If due to some reason any person is unable to do any particular act, or appear before the Court, any other authority, or to execute any particular document, then he/she can issue Power of Attorney. However, if the attorney after the execution of a Power of attorney does anything against the terms of it, then a legal notice for cancellation of power of attorney can be sent to him by the principal. The principal before taking any other action must send a legal notice for revocation of power of attorney.

### **Why is Legal Notice for Cancellation of Power of Attorney required?**

The legal notice for cancellation of power of attorney is required in the following scenarios, when:

- The attorney does anything contrary to the terms and conditions of the Power of Attorney
- The work or business is complete for which the power of attorney exists
- If the principal himself/herself completes the work

**What should a Legal Notice for Cancellation of Power of Attorney cover?**

Legal notice for cancellation of power of attorney must contain these essential points:

- Name, description, and place of residence the person or persons
- Name, description, and place of residence of the sender of the notice
- Details of the cause of action
- The detailed description of the incident which raised the cause of action
- The specific time for revoking the power of attorney

**Format for Legal Notice for Cancellation of Power of Attorney**

[Download Word Doc](#)

**Legal Notice Format**

Ref. No.....

Dated \_\_\_\_, \_\_\_\_\_

REGD.A.D.

SUB.: LEGAL NOTICE FOR CANCELLATION OF POWER OF ATTORNEY

To,

[Name of Attorney]

[Address of Attorney]

[City, State, PIN Code]

Dear Sir/Madam,

Pursuant to the instructions from and on behalf of my client, \_\_\_\_\_, resident of \_\_\_\_\_, I do hereby serve you with the following Legal Notice:

That my client, \_\_\_\_\_, had executed a Power of Attorney (PoA) dated \_\_\_\_\_ in your favor, authorizing you to act on behalf of my client in matters concerning [brief description of the powers granted under the PoA].

That it has come to the attention of my client that you have acted contrary to the terms and conditions specified in the said Power of Attorney. Specifically, you have [describe the specific acts or omissions that are in violation of the PoA, with dates and details].

That your actions are in clear violation of the authority granted to you under the Power of Attorney and have caused significant distress and potential harm to my client's interests.

Therefore, my client, \_\_\_\_\_, hereby revokes and cancels the Power of Attorney dated \_\_\_\_\_ executed in your favor with immediate effect. You are instructed to cease and desist from acting on behalf of my client in any capacity and to return all documents, records, and properties related to the Power of Attorney to my client forthwith.

Furthermore, you are required to provide a full account of all actions taken by you under the authority of the Power of Attorney and any transactions conducted on behalf of my client within 15 days from the date of receipt of this notice.

Failure to comply with the above instructions will compel my client to initiate appropriate legal proceedings against you, including but not limited to filing a suit for recovery of damages and any other relief deemed appropriate by the competent court of law. In such an event, you will be fully responsible for all costs, risks, responsibilities, expenses, and consequences thereof. Please note well.

A copy of this Notice is kept in my office for record and further necessary action, and you are also advised to keep a copy safe as you would be asked to produce it in court.

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ADVOCATE

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### **Documents Required for Legal Notice for Cancellation of Power of Attorney**

No specific documents are required for drafting a legal notice for the cancellation of power of attorney. However, the power of attorney must be scrutinized before sending the legal notice for cancellation. Also, the details of the parties and their addresses must also be checked before a legal notice for cancellation of power of attorney is being sent.

### **Procedure for Legal Notice for Cancellation of Power of Attorney**

In order to cancel or revoke any Power of Attorney, there are certain specific steps that need to be followed in a particular manner in order to legally revoke such a Power of Attorney. The steps for such revocation of the Power of Attorney have been enumerated below:

- Firstly, only a POA that is of a revocable nature can be cancelled after it has only been duly notarized by issuing a notice or a letter of revocation to the respective Attorney.
- Such a letter of revocation must mention the reason for which this power (POA) is being revoked along with the effective date of revocation and the consequences of such an action therein.
- Such a notice of a letter must be duly served upon the Attorney for proceeding with the revocation procedure.
- Furthermore, a paper publication is also required to be sent after issuing such letter of revocation so as to inform all interested parties of the same.
- Moreover, a revocable Power of Attorney that is registered before a registrar or a sub registrar can be revoked through the Deed of Revocation, wherein such a deed is also required to be registered at the place of residence of the executor.



- Such a deed is required to comprise of the reason for such revocation, the effective date of the revocation and the consequence which may follow.
- After this deed has been drafted and registered, a copy of it must be sent to the Attorney in order to intimate him of such a revocation.
- Next, a paper publication must be necessarily made after issuing such a Deed of revocation for making sure that the public in general has intimation about the power having been revoked thereof.
- However, it is important to note that it is highly difficult to revoke an irrevocable power of Attorney particularly if the Attorney in question has an interest in the subject matter of the Power of Attorney.
- But in the case of a breach of the power, a revocation notice can be issued and in some specific cases even a court of appropriate jurisdiction could be approached in order to bring forth the revocation of the POA.
- However, the Power of Attorney also automatically stands cancelled or revoked in case of the death, insolvency or insanity of the executor in question or even the Attorney or in such cases wherein the primary purpose of the POA has been concluded.

### **Legal Considerations for Legal Notice for Cancellation of Power of Attorney**

One needs to note the following cases when the Principal cannot revoke the power of attorney such as:

- When the attorney has some right and interest over the subject matter. For that, the power of attorney, the principal cannot revoke the power of attorney. In this case, the consent of the attorney is mandatory for revocation.
- In case the attorney partly exercises his duty in accordance with the clauses of the power of attorney. Then there is no deprivation of the right of the act which he performs.

### **How can a lawyer help to draft Legal Notice for Cancellation of Power of Attorney?**

Legal notice for cancellation of power of attorney is a legal document and thus hiring a documentation lawyer for the purpose of drafting and execution is an important step. A documentation lawyer, owing to his years of experience in drafting legal notices, can guide you through the procedure of drafting along with the documentation required and the legal considerations to be kept in mind for the same. He/she can ensure that all legal formalities are fulfilled while sending the legal notice and that no legal harm is caused that cannot be rectified even with future legal proceedings.