Contract Agreement

**CONTRACT AGREEMENT**

This Agreement is made and entered into on this **[Date]** at **[City]** by and between:

**[Party A’s Full Name]**,  
Son/Daughter of [Parent’s Name],  
Residing at [Full Address],  
(hereinafter referred to as the "First Party"),

**AND**

**[Party B’s Full Name]**,  
Son/Daughter of [Parent’s Name],  
Residing at [Full Address],  
(hereinafter referred to as the "Second Party").

The First Party and Second Party are individually referred to as a "Party" and collectively as the "Parties."

**WHEREAS:**

A. The First Party is engaged in the business/profession of [brief description of activity].

B. The Second Party is willing to [provide/render services/supply goods/enter into a working relationship] under the terms and conditions set forth herein.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

**1. SCOPE OF WORK / PURPOSE**

The Second Party agrees to [briefly state service or work, e.g., “provide content writing services”, “develop a mobile application”, “work as a legal consultant”] for the First Party in accordance with the terms of this agreement.

**2. TERM AND DURATION**

This Agreement shall commence on **[Start Date]** and shall continue in force until **[End Date or “completion of work”]**, unless terminated earlier in accordance with Clause 8 of this Agreement.

**3. CONSIDERATION / PAYMENT**

The First Party shall pay the Second Party a sum of ₹[Amount] as full consideration for the services rendered. Payment shall be made in the following manner:

* Advance: ₹[amount]
* Upon completion: ₹[amount]  
  (or customise as needed)

**4. OBLIGATIONS OF THE PARTIES**

* The First Party shall:  
  a) Provide all necessary access/information required for performance.  
  b) Make timely payments as agreed.
* The Second Party shall:  
  a) Complete the work professionally and within the agreed timeline.  
  b) Maintain confidentiality and not misuse any data/information shared.

**5. CONFIDENTIALITY**

Both Parties agree to maintain strict confidentiality regarding all proprietary or sensitive information shared during the term of this Agreement.

**6. INTELLECTUAL PROPERTY**

Unless otherwise agreed in writing, any work produced during the course of this contract shall be the sole intellectual property of the First Party.

**7. INDEMNITY**

Each Party agrees to indemnify the other against any claim, loss, or liability arising due to breach of this Agreement or any law.

**8. TERMINATION**

Either Party may terminate this Agreement by giving [e.g., 7/15] days’ prior written notice in case of breach, non-performance, or unforeseen circumstances.

**9. DISPUTE RESOLUTION**

Any dispute arising from this Agreement shall be resolved through mutual negotiation. Failing which, the courts at **[City]** shall have exclusive jurisdiction.

**10. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties and supersedes any prior oral or written communication.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date first mentioned above.

**Signed and Delivered by the First Party**  
(Signature)  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed and Delivered by the Second Party**  
(Signature)  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESSES:**

1. Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**📝 STUDENT NOTES:**

🔸 **What is a Contract?**  
A legally enforceable agreement between two or more parties, consisting of **offer**, **acceptance**, **consideration**, **intention to create legal relations**, and **capacity**.

🔸 **What makes a contract valid in India?**  
Under the **Indian Contract Act, 1872**, a contract is valid when:

* It is entered into by competent parties
* Has lawful object and consideration
* Is not expressly declared void
* Is made with free consent

🔸 **Do contracts need to be on stamp paper?**  
Yes, for enforceability — **non-judicial stamp paper** (typically ₹100–₹500 depending on the state and contract value) is required. For basic agreements, notarisation is also advised.

🔸 **Common Use Cases for Students:**

* Freelance work
* Internships
* Start-up partnerships
* Vendor or gig service contracts