

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 of 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 _____)

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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

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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 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 partition of 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)

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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

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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 _____)

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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

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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

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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

Is/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.

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.

What is Agreement of License to Publish on Royalty Basis?

A licensing agreement on royalty basis is a written contract between two parties, in which a property owner permits another party to use that property under a specific set of parameters on royalty basis. A licensing agreement or license agreement typically involves a licensor and a licensee.

Why is Agreement of License to Publish on Royalty Basis required?

Licensing agreements delineate the terms under which one party may use property owned by another party. While the properties in question can include a myriad of items, including real estate holdings and personal possessions, licensing agreements are most often used for intellectual property, such as patents and trademarks, as well as copyrights for written materials and visual art.

What should a Agreement of License to Publish on Royalty Basis cover?

In addition to detailing all parties involved, licensing agreements specify in granular detail, how licensed parties may use properties, including the following parameters:

- The geographical regions within which the property may be utilized.
- The time period parties are allotted to use the property.
- The exclusivity or non-exclusivity of a given arrangement.
- Scaling terms, such that new royalty fees will be incurred if the property is reused a certain number of times. For example, a book publisher may enter a licensing agreement with another party to use a piece of artwork on the hardcover editions of a book, but not on the covers of subsequent paperback issuances. The publisher may also be restricted from using the artistic image in certain advertising campaigns.

Format for Agreement of License to Publish on Royalty Basis

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DRAFT OF AGREEMENT OF LICENSE TO PUBLISH ON ROYALTY BASIS

Agreement is made at _____ this _____ day of _____ between
Mr.....r/o..... Hereinafter referred to as ` the Author' of the One Part
and _____ carrying on business at _____ Hereinafter referred to as
` the Publisher' of the Other Part

WHEREAS

1. The Author has written a book on the subject of..... and desires to publish the

same.

2. The Publisher has offered to publish the said book on the following terms and conditions, which are also agreed to by the Author.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Publisher agrees to publish the said book entitled _____ within a period of _____ months from the date hereof. The printing and publishing will be done by the Publisher at his own costs.

2. The Author has delivered the manuscript of the book on the execution of this Agreement to the Publisher and the Publisher acknowledges receipt thereof.

3. The Author grants to the Publisher the right to print and publish the said book subject to the terms and conditions herein contained.

4. The Author hereby warrants that the said book does not infringe the copy right of any other person and he is the sole copyright owner of the said book. He also warrants that he has not given license to publish the said book to any other person. The Author agrees to indemnify the Publisher against any claim made by reason of infringement of copyright of any other person or by reason of the Author having given any right in respect of the book to any other person.

5. The Publisher shall print and publish the book at his own entire costs and expenses and he will also advertise the publication of the work at his own cost.

6. The Publisher shall, in consideration of the said right of publication hereby given, pay to the Author as and by way of royalty a sum equal to _____ per cent of the price less the cost of printing of each copy of the book actually sold. The amount of royalty accrued on sales, shall be paid within _____ weeks from the expiration of every six months commencing from the publication of the book.

7. The Publisher shall submit to the Author every _____ months, commencing from the publication of the book, a statement of the copies sold by the Publisher and his agents and shopkeepers. And such statement shall be sent along with the amount of royalty payable as aforesaid. Acceptance of any payment of royalty will not be construed as acceptance by the Author of the correctness of the statement and the Author will be entitled to verify the statement with the books of account, vouchers and other papers relating to sale and the Publisher shall offer such inspection to the Author or his agent whenever demanded by the Author. The Publisher shall with every such statement disclose the total number of copies printed by him.

8. The Publisher shall supply _____ copies of the Book to the Author free of costs and without any royalty being payable thereon. The Publisher shall also supply free copies not exceeding _____ to such newspapers, periodicals or law Reporters as the Publisher may think fit.

9. The Publisher shall not give benefit of this license by way of transfer or otherwise to any

other person.

10. The Publisher shall print only..... copies of the book and no more and the price of the book will not be more than Rs..... per copy.

11. The Publisher shall show the final proof of the print to the Author for his verification and the Author will be entitled to make any formal changes therein and to correct mistakes. The cover of the book will be got approved by the Author.

12. This license is granted only for the publication of the First Edition of the Book.

13. If the Author proposes to bring out a new edition of the book he will give the first option to the Publisher on such terms as may be agreed upon. In the event of any disagreement as to such fresh terms, the Author will be entitled to publish a new edition by himself or through any other publisher. But in no event the book will be reprinted or republished unless and until at least 90% of the copies of the first edition are sold out.

14. The Author warrants that the said book is his original and does not infringe the copy right of any person. The Author agrees to indemnify and keep indemnified the Publisher against any claim made on account of infringement of any copyright. The author also warrants that he has not given the right of publication to any other person.

15. The Publisher undertakes to mention on the cover page or any other following page of the book that the copyright in the book belongs to the Author.

16. This agreement is executed in duplicate and one copy thereof will remain with the Author and the other with the Publisher.

17. If the Publisher commits breach of any term of this Agreement, the Author will be entitled to cancel the same by giving fifteen days' notice to that effect to the Publisher and on the expiration of the said notice period this agreement will come to an end. On the termination of this agreement for any reason the Author shall have the option to take back all the unsold copies and the Publisher shall hand over them to the Author on payment of the proportionate cost of printing thereof but if the Author fails or refuses to exercise the option and to pay the costs, the unsold copies will be retained by the Publisher and sold.

18. In the event of any dispute or difference arising between the parties hereto out of or in connection with the agreement the same shall be referred to arbitration of a common arbitrator if agreed upon, otherwise to two arbitrators, one to be appointed by each party to the arbitration and the Arbitration will be governed by the Arbitration Act for the time being in force.

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

Signed and delivered by.....

Within named Author.....

In the presence of.....

Signed and delivered by

Within named Publisher

In the presence of.....

[Download Word Doc](#)

Documents Required for Agreement of License to Publish on Royalty Basis

In order to enter into this agreement the copyright owner must have the property registered in his name and must have the relevant documents evidencing his title over the property 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 to Publish on Royalty Basis

No set procedure is applicable in the making of an agreement to 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 to Publish on Royalty Basis

A person executing an agreement to licence must make sure that both parties have the legal authority to enter into the agreement. Both the parties executing the agreement must be of legal age to sign the agreement and must do so without coercion or any undue influence. The parties signing the agreement must be sane at the time of execution and should do so in the presence of witnesses.

How can a lawyer help to draft Agreement of License to Publish on Royalty Basis?

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 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

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.

How can a lawyer help to draft Agreement of License between Trade Mark Owner and a Manufacturer?

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.

Decided On: 20.05.2022 Knit Pro International Vs. The State of NCT of Delhi and Ors.* Hon'ble Judges/Coram: M.R. Shah and B.V. Nagarathna, JJ. Counsels: For Appellant/Petitioner/Plaintiff: R.K. Tarun, S. Rani, Rohit Shukla, Pinky, Abhay Sholanki, Advs. and Yadav Narendra Singh, AOR For Respondents/Defendant: Ajay Marwah, AOR, Tapan M., Agush Gupta, Aditya Srinivasan, Rajan Kr. Chourasia, Anukalp Jain, Advs. and Gurmeet Singh Makker, AOR Cases Reversed/Partly Reversed: Anurag Sanghi vs. State and Ors. MANU/DE/3999/2019 Case Category: CRIMINAL MATTERS - MATTERS FOR/AGAINST QUASHING OF CRIMINAL PROCEEDINGS JUDGMENT M.R. Shah, J. 1 . Feeling aggrieved and dissatisfied with the impugned judgment and order dated 25.11.2019 passed by the High Court of Delhi at New Delhi in Writ Petition (Crl.) No. 3422 of 2018 by which the High Court has allowed the said writ petition and has quashed the FIR bearing No. 431 of 2018 filed against the Respondents for the offences Under Sections 63 and 65 of the Copyright Act, 1957 (hereinafter referred to as Copyright Act'), the original complainant has preferred to the present appeal. 2. That the Appellant herein filed an application Under Section 156(3) Code of Criminal Procedure and sought directions from the learned Chief Metropolitan Magistrate for the registration of FIR against the Respondent No. 2 herein for the offences Under Sections 51, 63 & 64 of the Copyright Act read with Section 420 of the Indian Penal Code. By order dated 23.10.2018, the learned CMM allowed the said

application and directed the concerned SHO to register the FIR under the appropriate provision of law. That pursuant to the said order, FIR bearing No. 431 of 2018 came to be registered with PS Bawana. That thereafter Respondent No. 2 herein-original Accused filed the present petition before the High Court with a prayer to quash the criminal proceedings on various grounds. However, at the time of hearing, the original writ Petitioner-Accused prayed to quash the criminal proceedings on the sole ground that the offence Under Section 63 of the Copyright Act is not a cognizable and a non-bailable offence. 2.1. By the impugned judgment and order the High Court has allowed the said writ 15-11-2024 (Page 1 of 4) www.manupatra.com Shivangini Sharma petition and has quashed the criminal proceedings and the order passed by the learned CMM passed in Criminal Application Under Section 156(3) Code of Criminal Procedure by holding that the offence Under Section 63 of the Copyright Act is a non-cognizable offence. 3. Mr. R.K. Tarun, learned Counsel appearing on behalf of the Appellant has vehemently submitted that the High Court has committed a grave error in observing and holding that the offence punishable Under Section 63 of the Copyright Act is a non-cognizable offence and it does not fall within Part II of the First Schedule of the Code of Criminal Procedure. 3.1. It is submitted that while holding that the offence Under Section 63 of the Copyright Act is a non-cognizable offence, the High Court has not properly appreciated the decision of this Court in the case of Rakesh Kumar Paul v. State of Assam, MANU/SC/0993/2017 : (2017) 15 SCC 67 and has misinterpreted the said judgment. 3.2. It is submitted that in the case of Intelligence Officer, Narcotics Control Bureau v. Sambhu Sonkar MANU/SC/0072/2001 : AIR 2001 SC 830, it is specifically observed and held by this Court that the maximum term of imprisonment that is prescribed for the said offence, cannot be excluded for the purpose of classification of the offence. 3.3. It is submitted by learned Counsel for the Appellant that for the offences Under Section 63 of the Copyright Act, the punishment shall be imprisonment for a term which shall not be less than six months but which may extend to three years. It is submitted that therefore the punishment of three years can be imposed for the said offence. It is submitted therefore that Part II of the First Schedule of the Code of Criminal Procedure would be applicable. It is submitted that only in a case where the offence punishable with imprisonment for less than three years or with fine only offence shall be noncognizable. It is submitted that as per Part II of the First Schedule of the Code of Criminal Procedure, if the offence is punishable with imprisonment for three years and upwards but not less than 7 years, the offence would be cognizable. It is submitted that in that view of the matter the High Court has committed a grave error in quashing the FIR while holding that the offence Under Section 63 of the Copyright Act is a noncognizable offence. 4. Present appeal is vehemently opposed by Shri Siddhartha Dave, learned Senior Advocate appearing on behalf of Respondent No. 2. 4.1. Shri Dave, learned Senior Counsel has heavily relied upon the decision of this Court in the case of Rakesh Kumar Paul (supra). It is submitted that in the aforesaid decision the expression "not less than 10 years" has been interpreted by this Court and it is held that the said expression would mean punishment should be 10 years and therefore, Section 167(2) (a)(i) would apply. It is submitted that in that view of the matter the High Court has not committed any error in holding that the offence Under Section 63 of the Copyright Act is a non-cognizable offence. 4.2. In the alternative, it is prayed by Shri Dave learned Senior Advocate appearing on behalf of Respondent No. 2 that if this Court holds that the offence Under Section 63 of the Copyright Act is a cognizable offence, in that case, the matter may be remanded to the High Court to decide the writ petition on merits on other grounds, as no other grounds were pressed into service. 5. We have heard learned Counsel for the respective parties at length. 15-11-2024 (Page 2 of 4) www.manupatra.com Shivangini Sharma 5.1. The short question which is posed for consideration before this Court is, whether, the offence Under Section 63 of the Copyright Act is

a cognizable offence as considered by the Trial Court or a non-cognizable offence as observed and held by the High Court. 5.2. While answering the aforesaid question Section 63 of the Copyright Act and Part II of the First Schedule of the Code of Criminal Procedure are required to be referred to and the same are as under: 63. Offence of infringement of copyright or other rights conferred by this Act.- Any person who knowingly infringes or abets the infringement of- (a) the copyright in a work, or (b) any other right conferred by this Act, except the right conferred by Section 53A except the right conferred by Section 53A shall be punishable with imprisonment for a term which shall not be less than six months but which may extend to three years and with fine which shall not be less than fifty thousand rupees but which may extend to two lakh rupees: Provided that where the infringement has not been made for gain in the course of trade or business the court may, for adequate and special reasons to be mentioned in the judgment, impose a sentence of imprisonment for a term of less than six months or a fine of less than fifty thousand rupees. Explanation-Construction of a building or other structure which infringes or which, if completed, would infringe the copyright in some other work shall not be an offence under this section. II-CLASSIFICATION OF OFFENCES AGAINST OTHER LAWS Offence Cognizable or non-cognizable Bailable or nonbailable By what court triable If punishable with death, imprisonment for life, or imprisonment for more than 7 years Cognizable Non-bailable Court of Session If punishable with imprisonment for 3 years and upwards but not more than 7 years. Cognizable Non-bailable Magistrate of the first class If punishable with imprisonment for less than 3 years or with fine Non-cognizable Bailable Any Magistrate 15-11-2024 (Page 3 of 4) www.manupatra.com Shivangini Sharma only. 5.3. Thus, for the offence Under Section 63 of the Copyright Act, the punishment provided is imprisonment for a term which shall not be less than six months but which may extend to three years and with fine. Therefore, the maximum punishment which can be imposed would be three years. Therefore, the learned Magistrate may sentence the Accused for a period of three years also. In that view of the matter considering Part II of the First Schedule of the Code of Criminal Procedure, if the offence is punishable with imprisonment for three years and onwards but not more than seven years the offence is a cognizable offence. Only in a case where the offence is punishable for imprisonment for less than three years or with fine only the offence can be said to be non-cognizable. In view of the above clear position of law, the decision in the case of Rakesh Kumar Paul (supra) relied upon by learned Counsel appearing on behalf of Respondent No. 2 shall not be applicable to the facts of the case on hand. The language of the provision in Part II of First Schedule is very clear and there is no ambiguity whatsoever. 6. Under the circumstances the High Court has committed a grave error in holding that the offence Under Section 63 of the Copyright Act is a non-cognizable offence. Thereby the High Court has committed a grave error in quashing and setting aside the criminal proceedings and the FIR. Therefore, the impugned judgment and order passed by the High Court quashing and setting aside the criminal proceedings/FIR Under Section 63 of the Copyright Act deserves to be quashed and set aside. 7. In view of the above discussion and for the reason stated above, it is observed and held that offence Under Section 63 of the Copyright Act is a cognizable and non-bailable offence. Consequently, the impugned judgment and order passed by the High Court taking a contrary view is hereby quashed and set aside and the criminal proceedings against Respondent No. 2 for the offence Under Sections 63 & 64 of the Copyright Act now shall be proceeded further in accordance with law and on its own merits treating the same as a cognizable and non-bailable offence. Present appeal is allowed to the aforesaid extent. However, in the facts and circumstances of the case there shall be no order as to costs.

What is Sample Gift Deed for gifting cash to son/daughter?

A cash gift deed is an agreement through which the donor (person paying the money) can gift money to the donee (receiver of the money) without any other exchange or consideration. It shows a voluntary transfer of cash from one person to the other as a gift. This deed specifies the amount of money that is to be transferred and conditions of such gift if any.

Why is Sample Gift Deed for gifting cash to son/daughter required?

A [gift deed](#) for gifting cash is an important document, especially while gifting a large amount of money since it records the act of giving a gift. It creates a valid documentary record. Both for the donor and donee, a gift deed ensures proof of such transfer and thus avoids confusions and misuse that may arise in the future.

What should a Sample Gift Deed for gifting cash to son/daughter cover?

The following points should be covered in a gift deed for cash to family members:

1. Details of the donor and donee (name, date of birth, residence, relationship to each other, father's name, etc.)
2. The amount of money being gifted,
3. Reason for gifting, if any
4. Clause stating that the deed has been made voluntarily, without force or coercion,
5. Clause stating that the donor is solvent and not bankrupt,
6. Clause stating that the gift is being made without any consideration.
7. Date and place of the deed,
8. Conditions or requests, if any,
9. Signatures of the donor and the donee and
10. Signatures and details of 2 witnesses.

Format for Sample Gift Deed for gifting cash to son/daughter

[Download Word Doc](#)

GIFT DEED

This deed of gift made this _____ Day of _____ (month) _____ (year) between;

Mr. _____, Age ____ years,

Resident of _____

(Hereinafter called the “Donor”) of the One part

And,

Mr/Miss _____, Age ____ years,

Resident of _____

(Hereinafter called the “Donee”) of the other part.

Witnesseth as follows:

11.

In consideration of natural love and affection being the son/daughter of Donor, the donor hereby assigns to the donee a sum of Rs. _____ (amount) to be held by the donee absolutely.

12.

The possession of the Rs. _____ (amount) vide cheque No. _____ Drawn on _____, _____ Branch dated _/ _/ _ hereinabove donated unto the donee and has been physically handed over to the donee as absolute owner before execution of this Gift Deed.

13.

The said gift of Rs. _____ (amount) has been accepted by Mr/Miss
_____.

14.

The donor from this date reserves no right or interest on the said sum hereby gifted which shall from this day be the sole and exclusive property of the donee.

15.

The property hereby gifted is the donor's self-acquired property accumulated out of income earned and has full right and authority to dispose of the same in any manner he may think fit.

In witness whereof, the parties hereto have put their respective signatures on this deed of gift in presence of witnesses.

SIGNATURE, NAME AND

Donor

ADDRESS OF THE WITNESS

(_____)

(_____)

[Download Word Doc](#)

Documents Required for Sample Gift Deed for gifting cash to son/daughter

No specific documents are required in order to draft and execute a gift deed. However, ID proofs of the parties in order to confirm the names and permanent addresses of the donor and donee should be scrutinised. Documents evidencing clear title of the bank accounts of the donor in question could also be examined.

Procedure for Sample Gift Deed for gifting cash to son/daughter

A gift deed for cash shall be drafted with the help of a lawyer. Gifting is a voluntary action and the gift deed should mention that the donor is gifting the money in question without any coercion or force and by his/her own choice. Acceptance of the donee to receive such gift should also be mentioned in the deed - by way of donee's signature. A gift deed for cash should be registered if mandatory under Registration Act. Stamp duty shall also be paid as per the value of the gift and the laws in the particular State.

Legal Considerations for Sample Gift Deed for gifting cash to son/daughter

A gift deed for cash is not required to be registered as per the Registration Act 1908, however, one can register a cash gift deed in order to keep a record of the transaction. A registered gift deed acts as evidence in the court, in case any dispute relating to the transaction arises.

The gift deed should state the acceptance by the Donee and the willingness of the Donor to gift the cash. The deed should also declare that the donee is not bankrupt (i.e. solvent), the gift is being made without any consideration in return and that the donor is giving the gift by his/her own choice without any force or coercion.

A minor cannot enter into a valid contract in India and hence cannot make a valid gift deed., although, a guardian can accept the gift on behalf of a minor. A gift once made cannot be revoked. It is also important to know that gifts made to relatives defined under the Income Tax Act are exempt from tax in the hands of the donee.

How can a lawyer help to draft Sample Gift Deed for gifting cash to son/daughter?

A gift deed is a legal document and thus hiring a [documentation lawyer](#) for the purpose of drafting and execution of it is an important step. A documentation lawyer, owing to his years of experience in handling gift deeds, can guide you through the procedure of drafting, registration and stamping of the same. He/she can ensure that all legal formalities are fulfilled while transferring your money by way of gift deed and that no legal harm is done to the donor or donee during such a transaction.

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SIGNATURE, NAME AND

Donor

ADDRESS OF THE WITNESS

_____	(_____)

_____	_____
_____	(_____)

[Download Word Doc](#)

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Importance of Property Mutation in India

1. **Owner's legitimacy in the eyes of the law:** Mutation helps in proving that the new owner is the property's legitimate owner by public records. This is crucial because, in the absence of mutation, it can be challenging for the new owner to establish ownership.
2. **Tax liability:** After a mutation, property taxes are the responsibility of the new owner. This guarantees that the property's tax assessment is accurate.
3. **Protection by law:** Mutation safeguards the new owner from future legal challenges or claims regarding the property. It helps in creating a clear title to the property and acts as proof of their legitimate ownership.
4. **Inheritance and succession:** When a property is transferred to legal heirs following the demise of the prior owner, mutation supports the legal transfer of title to the appropriate heirs.

Types of Property Mutation

A. Sale and Purchase Transfer of ownership- It is necessary to submit an application for mutation whenever a property is sold or bought to confirm the owner's legal status in the government's records. By doing this, it is made sure that the new owner has been acknowledged as the property's legitimate owner. **Documents required-** The buyer is often needed to provide specific documentation to start the mutation process. These might include the original selling deed, which is the official record proving ownership transferred. A no-objection certificate from the seller can also be required to confirm that there are no outstanding debts or legal issues with the property. In most cases, the buyer must additionally present documentation of their identity and residence.

B. Inheritance or succession After Death- When the owner passes away, the property usually goes through mutation to the lawful heirs. To demonstrate their right to the property, the legal heirs must present specific documents, such as the decedent's death certificate. **Succession certificate in case of will-** A probate certificate could be needed for the mutation procedure if the property owner has written a will. A probate certificate is a court-issued legal document that certifies the validity of the will and authorises the executor to carry out its instructions. If there is no will, on the other hand, the legitimate heirs must get a succession certificate from the court. To demonstrate the legal heirs' rights to the division of assets, including the property, a succession certificate is given.

Reasons for Property Mutation: When is it done

Ownership change- Any change in property ownership must be reflected through a property mutation. Updating the ownership information through mutation is necessary to establish the new owner's legal rights and ownership, whether it is a result of a sale, inheritance, or gift. **Usage-** such as when agricultural land is turned into residential or commercial space, mutation is required. By doing this, it is possible to keep the records current and guarantee that

the property is being used in line with all relevant rules and laws. **Tax Liability-** Maintaining accurate and up-to-date revenue data requires mutation. As the mutation process aids in identifying the legitimate owner who is responsible for paying the taxes, it enables the government to charge property taxes with accuracy.

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Mutation Process in Different States of India

A. Karnataka- The resident or farmer must go to a kiosk facility to apply for mutation by submitting an application and papers about land. The acknowledgement number will be generated by the kiosk. This Acknowledgement number can be used by the citizen or farmer to determine the mutation's status. **B. Maharashtra-** Usually an application is submitted to the tehsildar of the jurisdiction stating the transfer and attaching the relevant documents which are then forwarded to the authorities. Since the process has been made online the information is taken in and sent to the Tehsil office's Mutation Cell, where Digitally Signed Notices about Mutation Entries are prepared and sent back to the original SRO office. After serving the notices, the SRO office returns them to the Tehsil Office and the Village Accountant along with the registration information. **C. Uttar Pradesh-** The person can either visit the nearest block or sub-registrar office and collect and fill the form attach the required documents in the prescribed format and then submit it to the office or the person may visit the e-nagar seva portal and fill the form in the website he will then get an acknowledgement number through which he can determine the status of the application **D. Tamil Nadu-** After registration of the property, you need to get a sale deed from the sub registrar's office and submit the form along with the documents and the prescribed fee. The authorities will also send an officer to check whether the property is dispute free or not, and only after that will the process be completed. **E. West Bengal-** on the Bangalarbhumi website under the citizen services tab you will find the form for the same, you need to fill out the form and submit it along with the documents and the fees. You will be issued a GRN number which will be required to know the status of the mutation.

The Importance of Updating Mutation Records

One must maintain mutation records as these documents act as formal evidence of ownership, confirming that the name of the present owner is correctly documented in the official land records. By updating the records, it will be easier to trace the ownership chain, which will reduce ownership-related issues and litigation. Additionally, individuals can access government services and benefits for land and property by using up-to-date mutation records. It is also important to understand the tax liability hence maintaining mutation records is essential.

Mutation vs. Property Registration: Key Differences

The concept of mutation and property registration looks closely related but the key difference between them is- **Mutation**- It is a process used by the revenue division or local governments to guarantee that the current ownership status of a property is appropriately reflected in the official records. Mutation does not provide ownership rights rather, it documents and acknowledges a change in ownership or other pertinent information in the land records kept by the government. It supports administrative needs and keeps the land database current. **Property Registration**- A property's ownership rights are formally acknowledged and secured by registration. The legal framework provided by property registration assures the legitimacy and authenticity of real estate transactions. It also enables the transfer of ownership in a way that is accepted by the law and acts as evidence of ownership.

Consult: [Top Property Lawyers in India](#)

Understanding the Legal Perspectives on Property Mutation

The Supreme Court's opinion on property mutation is significant from a legal aspect. It proves that mutation is only a record of a change in possession and not absolute proof of ownership. This underlines the significance of appropriate evidence of ownership

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The procedure of Mutation of Property?

Particular steps and documents are required when requesting a property mutation. Property owners may quickly and efficiently navigate the procedure with the help of a step-by-step manual. **1. Compile the Mandatory Documents:** Gather all the information needed to support the application for the change, such as sale deeds, identification proofs, and address proofs. **2. Submit the Application:** Deliver the application to the Sub-Registrar's office or the local government along with the necessary paperwork and payments. **3. Document verification and approval:** Following successful document verification, the mutation will be accepted, and the land records will be changed.

How to Check Mutation of Property Status Online?

When you register yourself for mutation you will be given an acknowledgement number, The order regarding the mutation and also the status of mutation can be checked through the govt website portal through that number

Which Documents are Required for the mutation of Property?

1. This may change from state to state but the basic documents that are required for the process of mutation are-
2. The application submitted for the request for mutation
3. The document which proves the ownership of the property
4. The identity proof of the parties that are involved
5. The No objection certificate from the prescribed authority
6. The documents related to the property state the address and the sale deed
7. The fees prescribed for mutation

Eligibility criteria for a valid gift deed

The donor must be competent in order to document a gift deed. A minor cannot be a donor, according to the law. On the contrary, the beneficiary can be a minor with a natural guardian as a nominee who bears responsibility for managing the property until the donee reaches the age of majority. Furthermore, the beneficiary must be alive else, the property would be declared null and void.

Essentials of a Gift Deed

1. The Donor shall transfer ownership to the Donee.
2. The property must be transferable in accordance with Section 5 of the Transfer of Property Act, 1882.
3. The transfer must be made without any compensation or payment in monetary value.
4. Also, such a transfer must be made voluntarily, with the Donor's free agreement.
5. Acceptance must be made during the Donor's lifetime and while he is still capable of giving.
6. A gift must be made of a specific moveable or immovable item that is in existence at the time of transfer.
7. The gift must be tangible.
8. Delivery of possession shall be the most significant component of the transfer of the gifted property.
9. If the Donee dies before acceptance, the gift shall be null and void.

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Clauses to mention in a gift deed

Consideration Clause: This language should be mandatory in the Gift Deed, stating that no money or other sort of payment is involved and that the transfer of property is being done out of

love and affection. If there is any amount of relevant consideration, no matter how modest, the transfer will not be regarded as a gift.

Free Consent: The donor's transfer should be free of any undue influence, fear, coercion, or threat. The gift should clearly state that the transferor has a clear purpose to make such a transfer and that the transfer is voluntary.

Additional Rights and Liabilities: If any additional rights or liabilities are attached under this paragraph, they must be disclosed in the gift document. Any such rights affecting the further leasing or sale of the additional deed may be included in the entitlements.

Property Specifics: An in-depth description of the gifted property is required. The description may include information on the structure, address, color, area, and location, among other things.

Possession of Property: It is preferable if the applicant is the titleholder of the immovable property in possession i.e., the property applicant wishes to gift. The property should exist before making a gift of it since a donor cannot gift anything that he or she may obtain in the future.

Credentials of Donor and Donee: Whether the donor and donee are blood-related or not, the relationship between both them must be noted. Some Indian state governments also give a reduction in stamp duty if a gift deed is made to blood relatives.

Delivery Clause: A delivery clause in a gift deed confirms the delivery of property possession. This clause often refers to actions involving the transfer of property, whether expressly or implicitly.

Rights of Donee: In India, a distinguishing symbol of the Donee's rights becomes an attached portion of the Gift Deed. This section covers the donee's rights to make changes to the property, enjoy the land peacefully, and receive rents or other types of income from the bestowed property.

Revocation Clause: It is generally recommended to avoid any future issues nevertheless, it is not required. Both the donor and the donee must agree on this provision, which must be mentioned rather than implied.

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Documents Required for registration of a gift deed

1. Aadhar Card of the applicant
2. Identity Proofs, like Driver's License, Passport, etc.
3. PAN card of both the parties for the execution of the Gift Deed
4. Original Gift Deed that is to be executed
5. A document like a Sale deed to prove the title of the donor to the Property
6. A total of two witnesses are required at the time of execution of Gift Deed
7. The Encumbrance Certificate
8. A document certifying the Ready Reckoner Value and

9. Any other agreements which the applicant might have entered into concerning Property
10. Other essential materials as may be required according to the state requirements.

The applicant might need some other documents, as the above-mentioned list is not exhaustive. The applicant may need to add certain documents like certificates relating to the value of the property depending on the different state, etc.

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The procedure of Registration of a Gift Deed

In line with the Registration Act of 1908, it is mandatory to register a gift deed. These are the following steps to be taken for registration:

1. An approved valuation expert will evaluate the property to be gifted.
2. The donor and the donee will sign the gift deed in presence of 2 witnesses.
3. Submit the legal documents at the office of the sub-registrar nearest to the gifted property.
4. Engage the services of a lawyer to calculate the registration fees (stamp duty and other charges).
5. Pay the stipulated fee.
6. Get the deed attested.

The stamp duties vary for men and women, as well as from state to state so it is advisable to visit the respective state government website before the registration.

In case the donor is a minor, a gift deed is invalid since minors cannot

Intellectual Property Rights Securing Market Advantage

Having robust intellectual property rights can give businesses a competitive edge in the market. Patents, for example, grant exclusive rights to inventors, preventing others from making, using, or selling their inventions without permission. This exclusivity allows businesses to commercialize their inventions and capitalize on their market advantage. By protecting their unique products or processes, companies can differentiate themselves from competitors, attract customers, and capture market share, ultimately leading to business growth.

IPR Aids in Attracting Investors and Partnerships

Intellectual property assets are often considered valuable by investors and potential business partners. When a company possesses a strong IP portfolio, it demonstrates its commitment to innovation and its ability to protect its market position. This increases the company's credibility and attractiveness to investors, making it easier to secure funding for growth and expansion. Additionally, IP assets can be licensed or used as collateral, allowing businesses to generate revenue streams and strengthen their financial position.

Intellectual Property Safeguards Brand Reputation

Trademarks and copyrights play a vital role in protecting a business's brand reputation. A well-known brand that is associated with quality, innovation, or trustworthiness can command higher prices and customer loyalty. By registering trademarks and copyrights, businesses safeguard their brand identity and prevent unauthorized use or infringement. This protection ensures that consumers can trust the origin and quality of products and services, leading to brand loyalty, repeat customers, and sustained business growth.

IPR Facilitate Expanding into New Markets

Intellectual property rights facilitate market expansion by providing legal protection in different jurisdictions. With IP protection, businesses can confidently enter new markets, knowing that their inventions, brands, or creative works are shielded from unauthorized use or imitation. This fosters international trade and allows companies to tap into global markets, reaching a wider customer base and driving business growth.

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Collaboration and Licensing Opportunities

Intellectual property rights create opportunities for collaboration and licensing agreements, enabling businesses to leverage their IP assets for growth. Companies can license their patented technologies, trademarks, or copyrighted content to other businesses, generating revenue through royalties or upfront licensing fees. These collaborations can lead to new product development, joint ventures, or co-branding opportunities, expanding market reach and driving business growth through strategic partnerships.

Legal Protection against Infringement

Intellectual property rights provide businesses with legal recourse in case of infringement or unauthorized use. Companies can take legal action against individuals or entities that violate their patents, trademarks, or copyrights, seeking damages and injunctions to stop the infringing activities. By enforcing their IP rights, businesses can protect their investments, deter competitors from copying their innovations, and preserve their market position, which is vital for sustainable business growth.

Conclusion

In conclusion, intellectual property rights are crucial for business growth and success in today's knowledge-based economy. They provide a foundation for innovation, secure market advantage, attract investors and partnerships, safeguard brand reputation, facilitate market expansion, create collaboration opportunities, and offer legal protection against infringement. Businesses that prioritize the protection and management of their intellectual property assets are better positioned to drive growth, capitalize on their innovations, and stay ahead in competitive markets. By recognizing the power of intellectual property rights and strategically leveraging them, companies can unlock their full potential and pave the way for long-term success.

The following are the types in which a trademark may be infringed:

- **DECEPTION OR CONFUSION AS TO GOODS:** A person may buy the goods seeing a mark which he thinks belongs to a particular brand but it doesn't. This is the most common type of confusion or deception.

- **DECEPTION OR CONFUSION AS TO TRADE ORIGIN:** A person, by looking at a particular mark, may think that it is coming from the same source as some other goods bearing a similar mark that he is familiar with. The deception or confusion is concerning the origin of the trade.
- **DECEPTION OF CONFUSION AS TO TRADE ORIGIN:** Even though a person looking at the mark may not think that is the same as the one with a different brand in his mind, the similarity may make him believe that the two are connected in some way.

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PASSING OFF OF TRADEMARK

It means that, if a trademark is registered and someone else sells or provides services using the same trademark but without permission from the owner of the trademark, it may be considered an infringement. The law of passing-off concerns unfair competition, as the infringer would benefit from the reputation associated with the trademark.

The tort of passing off can be used by a court to enforce trademark rights that are not registered. This occurs when a second party uses an unregistered mark and misleads the public, leading them to believe that the first is offering the goods or services. The main cause of passing off is when the reputation of a business is misappropriated and misrepresented by another party who also runs the business.

The second business of the infringer will lead to:

- Tricking the public to believe that the goods of the infringer are linked with the first
- Damages in money and reputation to the first.

WHO CAN SUE FOR INFRINGEMENT?

In the event of infringement or passing off, one can sue:

- Owner of the trademark
- Successors/heirs in law of the owner
- An unauthorized user is a registered user who has failed to act after sending a warning to the infringement
- In a joint-proprietorship, one of the owners
- When infringement of a trademark in India occurs, the foreign owner

To claim relief, the action against passing-off is to file a lawsuit which is usually combined with a suit for passing-off and infringement.

What is Simple will?

A will is a testament or a written document through which an individual (testator) can describe how wealth of that individual is to be distributed among his/her descendants. The person making the Will can also name an executor i.e. a person who would carry out the proceedings of the Will, along with naming legal guardians for the testator's children especially in case they are minors. It is a legal declaration regarding the distribution and management of property of a person after their death.

Why is Simple will required?

A [Will](#) must be made in order to decide who should receive your properties after your death. Making a Will avoids many future legal troubles and fights within the family. A Will also states how the property should be managed, thus leaving out ambiguities. It is also used to make sure that your children are taken care of as a guardian for them can also be appointed by way of a Will. Thus a Will is the best way to ensure safety and financial security for your family and loved ones.

What should a Simple will cover?

1. Declaration in the beginning stating that it is your Last Will and that you are making it in your senses and free from any pressure,
2. Name, address and age of the testator,
3. Decision and details regarding the property and documents,
4. Names of beneficiaries - in a clear and unambiguous way,
5. Legal guardian for children if they are minors,
6. Name of the executor,
7. Any other wishes such as particulars regarding funeral, or wishes regarding care of your pets if any,
8. Signatures of the testator and witnesses.

Format for Simple will

[Download Word Doc](#)

DRAFT OF WILL

I, _____, son of Shri _____, aged ____ years, resident of _____, do hereby revoke all my former Wills, Codicils and Testamentary dispositions made by me. I declare this to be my last Will and Testament.

I maintain good health, and possess a sound mind. This Will is made by me of my own independent decision and free volition. Have not be influenced, cajoled or coerced in any manner whatsoever.

I hereby appoint my _____, as the sole Executor of this WILL.

The name of my wife is _____. We have two children namely, (1) _____ (2) _____, I own following immovable and movable assets.

1. One Flat No.____ in _____.
2. Jewellery, ornaments, cash, National Saving Certificate, Public Provident Fund, shares in various companies, cash in hand and also with certain banks.

All the assets owned by me are self-acquired properties. No one else has any right, title, interest, claim or demand whatsoever on these assets or properties. I have full right, absolute power and complete authority on these assets, or in any other property which may be substituted in their place or places which may be Acquired or received by me hereafter.

I hereby give, devise and bequeath all my properties, whether movable or immovable, whatsoever and wheresoever to my wife, _____, absolutely forever.

IN WITNESS WHEREOF I have hereunto set my hands on this ____ day of _____, 20__ at _____.

TESTATRIX

SIGNED by the above named Testatrix as his last WILL and Testament in our presence, who appear to have perfectly understood & approved the contents in the presence of both of us presents, at the same time who in his presence and in the presence of each other have hereunto subscribed our names as Witnesses.

WITNESSES :

- 1.
- 2.

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Documents Required for Simple will

One may require birth, death, marriage, divorce certificates, along with bank account papers, property papers, insurance papers, etc. One may also require id proofs of beneficiaries.

