C A REFERENCER

Northern India Regional Council of the ICAI

INDEX

ii By a Partnership Firm
iii By the Partner to one of them
iv For obtaining letter of Admn.
v General
vi Special Court Case
vii Special Power of Attorney
viii Special in Income Tax Case
ix Power of Attorney to Collect Debts

f Will
i Introduction
ii By Hindu in Favor of Family
iii For the benefit of wife and Children
iv Giving all property to wife
v Simple form of will

Appointment of Auditors

Under the Companies Act, 1956, appointment of an auditor could be made as under: -

- First Auditor [Sec. 224(5)]

  i. The First auditors are appointed by the BOD by passing a Board Resolution.

  ii. The tenure of the first auditor is from the date of appointment to the first annual general meeting.

  iii. The appointment of first auditor will not be valid if the name of the 1st auditor is merely mentioned in the AoA.

  iv. The first auditor can be removed without obtaining Central government's approval.

- Casual Vacancy [Sec. 224(6)]

  i. Casual vacancy is a situation where once the auditor is appointed but subsequently fails to occupy the office due to death, disqualification, resignation, insolvency etc.

  ii Casual Vacancy Due to Resignation Other than resignation Appointment by shareholder Appointment by BOD

- Appointment of auditor at the AGM [Sec. 224(1)]

  i. The auditor is appointed at the AGM by passing an ordinary resolution.

  ii. The tenure of the auditor is from one AGM to another AGM.

  iii. The auditor once appointed by the shareholders should file his consent with the ROC to act as an auditor.

- Appointment by the CENTRAL GOVERNMENT [Sec. 224(3)]

  i. If both the BOD and the shareholders fail to appoint an auditor, the management and every officer responsible should inform the Central Government of such non-appointment.

  ii. The Central Govt. will nominate the requisite person to act as auditor of the company.

iii. When the resolution is passed to appoint the auditor but subsequently auditor declines the appointment, in such a case casual vacancy is not created. Hence, the appointment of the auditor is by the Central Government only.

- Appointment of Special Auditor [Sec. 233A]

  When the affairs of the company are carried out in such a manner where by it is;

  i. Injurious to the trade;

  ii. It is not beneficial to the creditors or creditors are subject to fraud. The Central Govt. by itself or by an application made by any person may order for special audit.

  The Central Govt. will nominate a Chartered Accountant to act as a special auditor. He need not hold a Certificate of practice.

- Appointment by Comptroller & Auditor General of India [Sec. 619]

  i. The comptroller and auditor general will appoint auditor only in relation to Government Company.

  ii. A private company which is a subsidiary of the government company will also be treated as a government company.

Upon receipt of appointment letter the auditor is required to communicate with the previous auditor, if any, and obtain his no objection regarding his appointment. In addition to this an auditor should also communicate his acceptance of the appointment to the person appointing him.

LETTER TO PREVIOUS AUDITOR

Date:

M/s ABCD & Co.
Chartered Accountants
………………………
……Delhi, New Delhi

Dear Sir,

Ref: Our appointment as …………Auditors of ....(name of the entity) for the year ended 31st March 20….

With reference to the above we would like to state that we have been appointed as one of the ……………..Auditors of ………….. (name of the entity) for the year ended 31st March 20….

We are informed that you were the previous auditors of the company. We request you to let us know your objections, professional or otherwise, on accepting the said appointment.

Thanking You,

Yours sincerely,

For XYZ & Co.
Chartered Accountants

CA. ………………..
Partner

NO OBJECTION LETTER

Date:

M/s XYZ & CO.
Chartered Accountants
……….Delhi, New Delhi

Dear Sir,

Ref. : Your appointment as ……………auditor of …………...(name of the entity) for the year ended 31st March, 20….

Please refer to your letter no. …… dated ……………… received on ………… regarding your appointment as the ………………….. Auditors of …………………… for the year ended 31st March, 20….

In this regard we have to inform you that we have no objection in your accepting the said appointment.

With Thanks

For ABCD & CO.
CHARTERED ACCOUNTANTS

CA. …………………
PARTNER

<u>Letter of Acceptance of Concurrent Auditor</u>

Date:

The General Manager
ABC Co.
………….
……….Place

Sub: **Acceptance of appointment as Concurrent Auditors of ……………….(name of the entity) for the period from ……….. to …………**

Sir/ Madam,

We acknowledge the receipt of your letter No. ………………… dated ………… regarding our firm's appointment as the Concurrent Auditors of …………. (name of the entity) for the period from ………. to ……………..

We are pleased to accept the offer on the terms and conditions mentioned in the above-mentioned letter.

For XYZ & Co.
Chartered Accountants

CA. …………
Partner

<u>Acceptance of appointment as Internal Auditors</u>

Date:

ABC Co. Ltd.
……………….
……………….
……………….

Sub: **<u>Acceptance of appointment as Internal Auditors for the financial year 20../20..</u>**

Sir,

We acknowledge the receipt of your letter No. ………. dated ………… regarding our firm's appointment as the Internal Auditors of ………………. (Name of the entity) for the financial year 20…-….

We accept the offer on the terms and conditions mentioned in the above-mentioned letter; however we understand that the payment of service tax on our professional fees shall be in addition to the amount stated in the appointment letter.

With Thanks

For XYZ & Co.,
Chartered Accountants

CA. …………..
Partner

<u>Letter of Acceptance of Statutory Auditor</u>

Date: ………

Mr.
General Manager
ABC Co.
……………..
Place ……...

Reg: **<u>Appointment as Statutory Auditors of the ……………..(name of the entity) for the Financial Year 20…/….</u>**

Sir,

We acknowledge the receipt of your letter No……………. dated ………. regarding our firm's appointment as the Statutory Auditors of ….………………. (name of the entity) for the financial year 20…-…..in accordance with the resolution no…………dated……….passed at The General Body meeting of the members.

We are pleased to accept the appointment on the terms and conditions mentioned in the above-mentioned letter.

With Thanks

For XYZ & Co.
CHARTERED ACCOUNTANTS

CA.………….
PARTNER

ENGAGEMENT LETTER

OBJECTIVE

An engagement letter defines the legal relationship (or engagement) between a professional firm (e.g., law, investment banking, and consulting, advisory or accountancy firm) and its client(s). ...

A letter that documents and confirms the auditor's acceptance of the appointment, the objective and scope of the audit, the extent of the auditor's responsibilities to the entity and the form of any reports.

Written communication between an accountant and a client with respect to a professional engagement, outlining the scope of the accountant's responsibilities and arrangements agreed upon.

An Engagement Letter is in many respects a written contract between you and your client, stating both the parties' understanding of the professional relationship. It allocates in limiting, language the responsibilities of the engagement for you and your client. The engagement letter also provides for the opportunities for additional services that you and your client can identify and cover in the engagement letter or in a future engagement.

Unless you state in writing what you think your engagement entails you an your client might hold completely different point of views For e.g.: your concept of what is to be done in a particular engagement might be to write up your clients' books and prepare federal and state income tax returns. Your client might have quite different understanding of the engagement, thinking that you are undertaking the responsibility not only to prepare his or her income tax returns, but also to provide advice on compliance for property tax returns, business licenses, sales' tax, workers compensation insurance coverage, fidelity bonds, and other insurance needs and general liability.

ENGAGEMENT LETTER FOR CO- OPERATIVE SOCIETY

ENGAGEMENT LETTER

The Managing Director
Place………

Dear Sir,

As you have requested that we audit the balance sheet of ABC Ltd. as at 31st March, 20__ and the related profit and loss account and the cash flow statement for the year ended on that date. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will conduct our audit in accordance with the Auditing Standards generally accepted in India and with the requirements of the **Multi-State Co-operative Societies Act, 2002.** Those Standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

However, having regard to the test nature of an audit, persuasive rather than conclusive nature of audit evidence together with inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements of financial statements, resulting from fraud, and to a lesser extent error, if either exists, may remain undetected.

In addition to our report on the financial statements, we expect to provide you with a separate letter concerning any material weaknesses in accounting and internal control systems which might come to our notice.

The responsibility for the preparation of financial statement on a going concern basis is that of the management. The management is also responsible for selection and consistent application of appropriate accounting policies, including implementation of applicable accounting standards along with proper explanation relating to any material departures from those accounting standards. The management is also responsible for making judgment and estimates that the reasonable and prudent so as to give a true and fair view of the state of affairs of the entity at the end of the financial year and of the profit or loss of the entity for that period.

The responsibility of the management also includes the maintenance of adequate accounting records and internal controls for safeguarding of the assets of the federation and for preventing and detecting frauds or other irregularities. As part of our audit process, we will request from the management a written confirmation concerning representations made to us in connection with the audit.

We also wish to invite your attention to the fact that our audit process is subject to 'Peer review' under the Chartered Accountants Act, 1949. The reviewer may examine our working papers during the course of peer review.

We look forward to full cooperation with your staff and we trust that they will make available to us whatever records; documentation and other information are requested in connection with our audit.

This letter will be effective for future years unless it is terminated, amended or superseded.

Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our audit of the financial statements.

For XYZ & Co
Chartered Accountants

CA. …………
Partner

Place:
Date:

ENGAGEMENT LETTER FOR CAG AUDIT

ENGAGEMENT LETTER

The Chairman & Managing Director
XYZ Ltd.
Place…..

Dear Sir,

As per the directions of The Comptroller & Auditor General of India and as you have requested that we audit the balance sheet of XYZ Ltd. as at 31st March, 20__ and the related profit and loss account and the cash flow statement for the year ended on that date. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will conduct our audit in accordance with the Auditing Standards generally accepted in India and with the requirements of the Companies Act, 1956. Those Standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

However, having regard to the test nature of an audit, persuasive rather than conclusive nature of audit evidence together with inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements of financial statements, resulting from fraud, and to a lesser extent error, if either exists, may remain undetected.

In addition to our report on the financial statements, we expect to provide you with a separate letter concerning any material weaknesses in accounting and internal control systems which might come to our notice.

The responsibility for the preparation of financial statement on a going concern basis is that of the management. The management is also responsible for selection and consistent application of appropriate accounting policies, including implementation of applicable accounting standards along with proper explanation relating to any material departures from those accounting standards. The management is also responsible for making judgment and estimates that are reasonable and prudent so as to give a true and fair view of the state of affairs of the entity at the end of the financial year and of the profit or loss of the entity for that period.

The responsibility of the management also includes the maintenance of adequate accounting records and internal controls for safeguarding of the assets of the company and for preventing and detecting frauds or other irregularities. As part of our audit process, we will request from the management a written confirmation concerning representations made to us in connection with the audit.

We also wish to invite your attention to the fact that our audit process is subject to 'Peer review' under the Chartered Accountants Act, 1949. The reviewer may examine our working papers during the course of peer review.

We look forward to full cooperation with your staff and we trust that they will make available to us whatever records; documentation and other information are requested in connection with our audit.

This letter will be effective for future years unless it is terminated, amended or superseded.

Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our audit of the financial statements.

For ABC & Co.
Chartered Accountants

CA. ……………
Partner

Place:
Date:

AUDIT QUESTIONAIRE

Name of the client	
Address	
Financial year	

1. About the Client

a	Is the client new/old?	New/Old
b	Are there any other related parties to whom any service given?	Yes/No/N.A
c	Type of client Pvt. Ltd., Ltd, Firm individual.	
d	Is there change in status?	Yes/No/N.A
e	Amount of share capital is > Rs. 50 lacs.	Yes/No/N.A
f	Does the sale exceed Rs. 50 crores?	Yes/No/N.A
g	Is there change in nature of business?	Yes/No/N.A
h	Is there change in management during the year?	Yes/No/N.A
i	Are formalities relating to change is management complied?	Yes/No/N.A
j	Is there change is address?	Yes/No/N.A
k	Is there change in Internal Auditor?	Yes/No/N.A
l	Is there change in Bankers?	Yes/No/N.A
m	Is there increase in limit from Banks?	Yes/No/N.A
n	Is there increase in Issue/Paid up capital?	Yes/No/N.A
o	Is there increase in authorized capital?	Yes/No/N.A
p	Have the client branch offices? No. of branches.	Yes/No/N.A
q	Are branches registered on separate units with sales tax authorities?	Yes/No/N.A
r	How reliable is the client?	
s	Is there any negative matter came to notice if yes, indicate nature & reason.	Yes/No/N.A
t	Is the unit sick industrial unit/under BIFR/loss making?	Yes/No/N.A
u	Has the loss exceeded 50% of the share capital and free reserves, if yes indicate the extend to which capital eroded.	Yes/No/N.A

2. Accounting Standards/Policies

a	Are all Accounting standards applicable?	Yes/No/N.A
b	Is there change in accounting policies?	Yes/No/N.A
c	If (b) is yes, mention briefly	
d	Is the Sales/Turnover exceeding Rs. 40 lacs ?	Yes/No/N.A
e	If (d) is yes, is Tax Audit being done by us?	Yes/No/N.A
f	Is the turnover exceeding Rs. 50 crores during the year?	Yes/No/N.A
g	Are proper provision made in books of accounts reasonable compared to the size of the audit unit?	Yes/No/N.A
h	Is there any contingent liability, which has come to notice and not reported in notes to accounts?	Yes/No/N.A
i	In case of contingent liabilities do the financial statements indicate liability on account of the following :- (i) Income tax (ii) Wealth tax (iii) VAT/Sale tax (iv) Excise (v) Customs (vi) Service Tax (vii) Entertainment tax (viii) House tax (ix) Any other statutory dues	Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A
j	Does notes to accounts state policies on - (i) Cash basis (ii) Contingent liabilities (iii) Dividend payment (iv) Provision for gratuity (v) Provision for deferred taxes. (vi) Provision for events after Balance sheet date. (vii) Indicate any major events, if mentioned. (viii) Is there any material change in policies?	Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A Yes/No/N.A

	(ix) Provision for Taxation. (x) Auditor’s Remuneration. (xi) Director’s remuneration. (xii) Related party transactions. (xiii) Related party balances. (xiv) Confirmation of Accounts. (xv) Defaults U/S 274 (i) (g) of the companies Act. (xvi) Are Current Assets of realizable value as reflected in Balance sheet? (xvii) Are all know liabilities incorporated in books for the year (xviii) Is the concern/unit a going concern, whether there is diversion of business activities, Mention new & old activities? (xix) Mention defaults in complying with accounting standards which have come to notice/non-compliance. (xx) Indicate the extent of accounting standards not complied (xxi) Any other comment required to be disclosed in the financial statements.	Yes/No/N.A Yes/No/N.A

3.Fixed Assets

a	Is the Fixed assets register maintained?	Yes/No/N.A
b	All invoices/bills/addition recorded.	Yes/No/N.A
c	Is depreciation charged on each and every Fixed asset during the year?	Yes/No/N.A
d	Are Fixed assets verified by the management?	Yes/No/N.A
e	Is there any discrepancy noticed on physical verification? if yes.	Yes/No/N.A
f	The amount of deficiencies in fixed assets.	

g	Are fixed assets revalued during the year?	Yes/No/N.A
h	Is there any re-valuation report on record?	Yes/No/N.A
I	Are entries of revaluation incorporated in books?	Yes/No/N.A
j	Are any major fixed assets sold during the year?	Yes/No/N.A
k	The reason for sale.	
l	Are there any fixed assets not put to use?	Yes/No/N.A
m	Are fixed assets transferred to sister company/firms under same management?	Yes/No/N.A
n	Are any fixed assets acquired from company/firm under the same management?	Yes/No/N.A
o	Is there any theft of fixed assets?	Yes/No/N.A
p	Has insurance claim of thief being reported and incorporated in accounts?	Yes/No/N.A
q	Is there any shortfall in fixed assets due to search & seizure operation?	Yes/No/N.A
r	Are any fixed assets seized by government authorities ,if yes give details ?	Yes/No/N.A

4. Inventory

a	Whether the party maintaining stocks register?	Yes/No/N.A
b	Is the stock maintained in the premises or outside?	
c	Indicate the places where stocks maintained.	
d	Are stocks insured?	Yes/No/N.A
e	Are there stocks of third party?	Yes/No/N.A
f	Are there stock kept at premises of third party?	Yes/No/N.A
g	Has the inventory being verified by the management?	Yes/No/N.A
h	Is there any discrepancy noticed on verification by management?	Yes/No/N.A
i	Is there any lost of stock due to theft?	Yes/No/N.A
j	Has insurance claims being received, incorporated in books?	Yes/No/N.A
k	The nature of accounting of insurance claims in accounts /books is done.	Yes/No/N.A
l	Is there any regular procedure of verification of stocks?	Yes/No/N.A
m	Is there reliance placed on verification on the basis of undertaking from client?	Yes/No/N.A
n	Is the stock valued at cost/market price/cost or market price which ever is less?	Yes/No/N.A
o	Is the procedure of verification to the	Yes/No/N.A

	satisfaction compared to the size of the unit?	
p	Is there any old inventory?	Yes/No/N.A
q	Is there any stock which is written-off?	Yes/No/N.A
r	Is there any major depletion in stock?	Yes/No/N.A
s	Is there any depletion in value of stock incorporated in the books of accounts/final statement of accounts?	Yes/No/N.A
t	Is there any stock seized by govt. department which is not released?	Yes/No/N.A
u	Has certificate being obtained for stock in hand?	Yes/No/N.A
v	Is difficult to identifying the stock items due to verifying size, quality, and size?	Yes/No/N.A
w	Is there any deed stock/stock not in use and nature of accounting treatment of such stock?	Yes/No/N.A
x	Is the stock hypothecation to Bank?	Yes/No/N.A
y	Is there any stock of spare parts, Machinery parts etc. & has it been take into account in valuation of closing stock?	Yes/No/N.A
Z	Does the inventory include VAT/input credit if yes indicates the mode of valuation of stock and diversion from accounting practices.	
Aa	Does inventory include service tax if yes indicates the mode of valuation of stock and diversion from accounting practices.	Yes/No/N.A

1. Books of Accounts		
a	Are the books manual?	Yes/No/N.A
b	Are the books computerized?	Yes/No/N.A
c	Are branch books kept together/centralized?	Yes/No/N.A
d	Is the branch accounting done separately?	Yes/No/N.A
e	Type of books of accounts Ledger, Cash Book ,Bank book, Journal, Sale register ,Purchase register	
f	Are any books not made available?	Yes/No/N.A
g	Do books tally with Excise records?	Yes/No/N.A
h	Do records tally with Sales Tax records?	Yes/No/N.A
i	Does the sale tally with Entry tax return?	Yes/No/N.A
j	Is there any MODVAT claim?	Yes/No/N.A
k	Is there any other specific person, who is control of books of accounts if yes, indicate name.	Yes/No/N.A
l	Is there changes in page of books, cutting are	Yes/No/N.A

	authenticated etc?	
m	Do the books of account tally?	Yes/No/N.A
n	Does the opening balances tally with books?	Yes/No/N.A
o	Do books match the financial statement?	Yes/No/N.A
p	Were the books bound when available?	Yes/No/N.A
q	Do you notice any fraudulent activity?	Yes/No/N.A
r	Are books maintained on cash/accrual basis?	Yes/No/N.A
s	Is there deviation in normal business practice of maintaining of books of accounts?	Yes/No/N.A
t	Has any diversion of funds come to notice?	Yes/No/N.A
u	Has any major loss being incorporated in books?	Yes/No/N.A
v	Are all income incorporated in books?	Yes/No/N.A
w	Are there ESI, PF, register, Salary register?	Yes/No/N.A
x	Are records properly stocked & easily available?	Yes/No/N.A
y	Are voucher properly filed?	Yes/No/N.A
Z	Are bills of sales, purchase filed in separate files?	Yes/No/N.A
Aa	Are bills & vouchers signed by responsible persons?	Yes/No/N.A
Ab	Are Bank's reconciliation done?	Yes/No/N.A
ac	All expenses matched with revenue and do they pertain to the relevant in year?	Yes/No/N.A
ad	Is there revenue stamp on Cash payment of Requisite value?	Yes/No/N.A
ae	Is cash payment done on bill itself?	Yes/No/N.A
af	Person in-charge of maintaining books.	

2. RELATED PARTIES TRANSACTION/ACCOUNTS

a	Are any entries with related parties under the same management?	Yes/No/N.A
b	Are all such entries being repeated?	Yes/No/N.A
c	Are related party transactions being reported in notes to accounts?	Yes/No/N.A
d	Are related party outstanding reported in notes to accounts?	Yes/No/N.A
e	Is there case of division of funds to related parties?	Yes/No/N.A
f	Are all transactions at book value or at market price?	Yes/No/N.A
g	Are there any transactions which are inflated?	Yes/No/N.A

h	Is there compliance of laws, government compliance of such transaction like deposit of TDS, sales tax etc?	Yes/No/N.A
i	Indicate related parties and nature of transaction.	
j	Are there any major transfers of assets to related parties?	Yes/No/N.A
K	Are advances given to directors / firm/ company under same management?	Yes/No/N.A
l	Are advances received from directors / firm/companies under the same management?	Yes/No/N.A
m	Is interest being paid on such advances?	Yes/No/N.A
n	Any other matter that has come to notice?	

3.VALUATION OF ASSETS

a	Are fixed assets reflected in books at cost or at W.D.V./S.L.M?	Yes/No/N.A
b	Rates of depreciation as per Companies Act/ Income Tax act correctly levied.	
c	Depreciation levied at S.L.M./WDV method.	
d	Are all current assets realizable at least to the extent stated in the Balance sheet?	Yes/No/N.A
e	Are all investment reflected at cost/market price?	Yes/No/N.A
f	Is the change is valuation of investments taken into accounts, in books?	Yes/No/N.A
g	Are there any assets in foreign currency given reference if any?	Yes/No/N.A
h	Are there debtors older than 6 months?	Yes/No/N.A
i	Are confirmation obtained from debtors including squared-up accounts?	Yes/No/N.A
j	Are all advances to employees, outsiders suppliers confirmed?	Yes/No/N.A
k	Sources of confirmation available internal / external.	
l	Are there any overdue advances/debtors?	Yes/No/N.A

4 INTERNAL CONTROLS

a	Is there any internal audit system existing?	Yes/No/N.A
b	Is there system of internal audit effective?	Yes/No/N.A
c	Is the factory/premise/plant under government control such as excise dept. etc?	Yes/No/N.A
d	Is there any reported fraud?	Yes/No/N.A

e	Is any fraud detected during the audit?	Yes/No/N.A
f	Are there any instances which have come to notice of wrong reporting to government departments?	Yes/No/N.A
g	Is there depletion/erosion of capital of the firm/company under audit?	Yes/No/N.A
h	Are personal expenses booked in books of the firm/company/unit?	Yes/No/N.A
i	Are personal charged to directors/partners/proprietor?	Yes/No/N.A

5. GOVERNMENT DUES/OTHER DEFAULTER

a	Are there default in payment of - (i) Income tax dues, Disputed/Undisputed (ii) Excise liability Disputed/Undisputed (iii) Sales Tax dues Disputed/Undisputed (iv) Service Tax Disputed/Undisputed (v) Entry Tax Disputed/Undisputed (vi) ESI Disputed/Undisputed (vii) Provident fund Disputed/Undisputed (viii) Any other government dues Disputed/undisputed	Yes/No/N.A
b	Is there any penalty/interest levied by government department?	Yes/No/N.A
c	Are there any bank defaults?	Yes/No/N.A
d	Is there any default under FCRA?	Yes/No/N.A
e	Is there any short fall in realization of foreign exchange payments from calculation of 80HHC benefits under Income tax Act, If yes ,give details ?	Yes/No/N.A
f	Does the client appear on defaults list of RBI?	Yes/No/N.A
g	Is there any indication of client being on caution list of government agencies?	Yes/No/N.A
h	Is the client regular in payment of fee (Audit)?	Yes/No/N.A
i	Are there cases of diversion of funds of Bank/Financial institution for purpose other than for which they were received?	Yes/No/N.A

j	Are there any expenditure incurred in respect of income not includible in total income u/s 14A?	Yes/No/N.A
k	Are the returns for service tax filed if yes is there any delay in filing of the return or delay in deposit of tax if yes indicate (i) Period of delay Filing of return (ii) Period in delay of deposit in tax (iii) Default in collection of tax (iv) Is proper input credit taken (v) Are there any refunds (vi) Is the service tax collecting on gross billing (vii) Is the service tax collected on reimbursement (viii) Are there any transaction of which deduction is allowed on payment basis (section 43B) ? (ix) Any other non compliance.	Yes/No/N.A
l	Are the returns for TDS filed if yes is there any delay in filing of the return or delay in deposit of tax if yes indicate (i) Period of delay Filing of return (ii) Period in delay of deposit in tax (iii) Default in collection of tax (iv) Are there any refunds (v) Is the TDS collecting on gross billing i.e. including service tax (vi) Are there any cases where no TDS is deducted and form part of Section 40(a) (vii) Are there any transaction of which deduction is allowed on payment basis (section 43B) ? (viii) Any other non compliance	Yes/No/N.A
m	Are the returns for VAT filed if yes is there any delay in filing of the return or delay in deposit of tax if yes indicate (i) Period of delay Filing of return (ii) Period in delay of deposit in tax (iii) Default in collection of tax (iv) Are there any refunds	Yes/No/N.A

	(v) Any other non compliance. (vi) Any disallowance u/s 43B	
n	Are the returns for fringe benefit tax filed if yes is there any delay in filing of the return or delay in deposit of tax if yes indicate (i) Period of delay Filing of return (ii) Period in delay of deposit in tax (iii) Are there any refunds (iv) Any other non compliance.	Yes/No/N.A
o	Are the return of Excise/ Custom filed if yes is there any delay in filing of the return or delay in deposit of tax if yes indicate (i) Period of delay filing of return (ii) Period in delay of deposit in tax (iii) Are there any refunds (iv) Any other non compliance	Yes/No/N.A
p	Is ESI /PF being deducted and deposited timely , if NO then indicate period of delay	Yes/No/N.A

DISCLOSURES REQUIRED IN CASE OF

Balance Sheet

(i) General

The following disclosures should be made:

a) Restrictions on the title to assets;
b) Security given in respect of liabilities;
c) The methods of providing for pension and retirement plans;
d) Contingent assets and contingent liabilities, quantified if possible; and
e) Amount committed for future capital expenditure.

(ii) Long – Term Assets

The following items should be disclosed:

a) Land and Building ;
b) Plant and equipment ;
c) Other categories of assets, suitably identified ; and
d) Accumulated depreciation.

Separate disclosure should be made of leasehold and of assets being acquired on installment purchase plans.

(iii) Other Long-term Assets

The following items should be disclosed separately, including,, if Applicable, the method and period of depreciation and any unusual write-off during the period:

a) Long-term investments;
   Investments in subsidiaries;
   Investments in associates; and
   Other investments, stating the market value of listed investments if different from the carrying amount in the financial statements;

b) Long-term receivable;
   Accounts and notes receivable-trade;
   Receivables from directors;
   Inter-company receivables;
   Receivables from associates; and
   Other;

c) Goodwill;

d) Patents, trademarks, and similar assets; and

e) Expenditures carried forward, for example, preliminary expenses, reorganization expenses, and differed taxes.

iv) Current Assets

The following items should be disclosed separately;

a) Cash

Cash includes cash on hand and current and other accounts with Banks, Cash which is not immediately available for use, for example balance frozen in foreign banks by exchange restrictions, should be disclosed.

b) Marketable securities, other than long-term investments;

The market value should be disclosed if different from the carrying amount in the financial statements;

c) Receivables;

Accounts and notes receivable-trade;
Receivables from directors;
Inter-company receivables;
Receivables from associates; and
Other receivables and prepaid expenses; and

d) Inventories

v) Long-Term Liabilities

The following items should be disclosed separately, excluding the portion repayable within the year:

a) Secured loans;
b) Unsecured loans;
c) Inter company loans; and
d) Loans from associates.

A summary of the interest rates, repayment terms, convenants, subordinations, conversion features and amounts of unamortized premium or discount should be shown.

vi) Current Liabilities

The following items should be disclosed separately;

a) Bank loans and overdrafts;
b) Current portions of long-term liabilities;
c) Payable;
   Accounts and notes payable-trade;
   Payables to directors;
   Intercompany payables;
   Payables to associates;
   Taxes on income;
   Dividends payable; and
   Other payables and accrued expenses.

vii) Other Liabilities and Provisions

The significant items included in other liabilities and in provisions and accruals should be separately disclosed. Examples of such items are deferred taxes, deferred income and provisions for pensions.

viii) Shareholders' Interests

The following disclosures should be made separately:

a) Share capital

For each class of share capital:

The number or amount of shares authorized, issued and outstanding:
The capital not yet paid in;
The par or legal value per share;
The movement in share capital accounts during the period;
The rights, preferences, and restrictions with respect to the distribution of dividends and to the repayment of capital;
Cumulative preferred dividends in arrears;
Reacquired shares; and
Shares reserved for future issuance under options and sales contracts, including the terms and amounts.

i) Other equity, indicating the movement for the period and any restrictions on distribution:

- Capital paid-in-excess of par value (share Premium);
- Revaluation surplus;
- Reserves; and
- Retained earnings.

Income statement

The following information should be disclosed:

a) Sales or other operating revenues ;
b) Depreciations;
c) Interest income;
d) Income from investments;
e) Interest expense;
f) Taxes on income;
g) Extraordinary charges;
h) Extraordinary Credits;
i) Significant Inter-company transaction ; and
j) Net profit or loss for the period.

AUDIT REPORT

The Auditor's report is a formal opinion, or disclaimer thereof, issued by either an internal auditor or an independent external auditor as a result of an internal or external audit or evaluation performed on a legal entity or subdivision thereof (called an “auditee”).

A report issued by the auditor that expresses a high level of assurance about an accountability matter that is capable of evaluation against an identified framework.

An audit report is issued by an independent Auditor that expresses an opinion about whether the financial statements present fairly an entity’s financial position, operating results, and cash flows in accordance with generally accepted accounting principles.

An audit report is a statement of the accounting firm's assessment of the validity and accuracy of an entity's financial information and conformity with accepted accounting practices.

CONTENTS OF AN AUDIT REPORT

An Audit Report normally shows the scope and nature of he audit work and the opinion of the auditor.

The ‘scope’ part of an audit report consists of a representation as to the work performed. It shows the extent to which the auditor has conducted his examination and the nature of such an examination. The opinion part contains an informed judgment or belief of the auditor. In the audit report, an auditor is required to express an opinion on certain matters.

According to the guideline, the basic elements of the auditor’s report are as follows:

1. **Title**: An appropriate title such as Auditor’s Report, help the reader to identify the report to distinguish it from reports issued by the others.

2. **Addressee**: The report should be appropriately addressed. For example: in case of a statutory audit of a company, the report is addressed to the shareholders.

3. **Identification of financial statements**: The financial statements can be identified by including the name of the identity and the date and period covered by the financial statements.

4. **Reference to Auditing Standard or Practices**: Such a Reference in the report assures the reader that the audit has been carried out in accordance with established standards or practices. It may be noted, however, that such a reference is normally not made by auditors in India.

5. **Opinion on the Financial Statements**: The report should clearly set forth the auditor's opinion on the entity financial; position and operational results e.g. 'the financial statements give a true and fair view. Also reference to Accounting Standards should be made in order to advise the reader of the framework within which the auditor has reached his professional opinion.

6. **Signature**: The report should be signed in the name of the audit firm or the personal name of the auditor or both, as appropriate. The Partner of the audit firm can also sign on behalf of the firm in case of statutory audit of companies.

7. **Auditor's Address**: The report should name a specific location, which is usually the city in which the auditor maintains his office.

8. **Date of Audit Report**: The report should be dated.

TYPES OF OPINION

An opinion may be unqualified, qualified or adverse. In appropriate cases, an auditor may also disclaim the opinion. The following examples illustrate how audit reports can be drafted in various situations.

ADVERSE / NEGATIVE OPINION

When the auditors find that the profit and loss account does not give a true and fair view because the effect of a wrong accounting practices followed by the company is fundamental and do not conform with GAAP.

The following phrase is added to the opinion paragraph in case of no provision for losses:

No provision has been made for losses expected to arise on certain long term contracts currently in progress because the directors consider that such losses should be offset against expected but unearned future profits on other long term contracts. In our opinion, provision should be made for foreseeable losses on individual contracts.

"In our opinion, because of the situations mentioned above (in the explanatory paragraph), the financial statements referred to in the first paragraph do not present fairly, in all material respects, the financial position of…"

DISCLAIMER OF OPINION

Where the auditor disclaims an opinion due to a breakdown of the accounting system:

The following is a draft of the three main paragraphs of a disclaimer of opinion because of inadequate accounting records of an auditee, which is considered a significant scope of limitation:

A We were engaged to audit the accompanying balance sheet of ABC Company, Inc. (the "Company") as of December 31, 20XX and the related statements of income and cash flows for the year then ended. These financial statements are the responsibility of the Company's management.

B The Company does not maintain adequate accounting records to provide sufficient information for the preparation of the basic financial statements. The Company's accounting records do not constitute a double-entry system which can produce financial statements.

C Because of the significance of the matters discussed in the preceding paragraphs, the scope of our work was not sufficient to enable us to express, and we do not express, an opinion of the financial statements referred to in the first paragraph.

For instance:

A fire at the company's computer centre destroyed most of its accounting records. The financial statements consequently include significant amounts based on estimates. In these circumstances, we were unable to carry out all the auditing procedures or to obtain all the information and explanations that we considered necessary.

Because of the significance of the matter stated above, we are unable to form an opinion as to:

a) whether proper books of account as required by law have been kept by the company: and

b) Whether the accounts give a true and fair view in the case of balance sheet, of the state of the company's affair as at the end *of* its financial year.

QUALIFIED OPINION

A Qualified Opinion report is issued when the auditor encountered one of two types of situations which do not comply with generally accepted accounting principles, however the rest of the financial statements are fairly presented.

a. For a qualification arising from a deviation from GAAP, the following phrase is added to the opinion paragraph, using the depreciation example:

   No depreciation has been provided for the year in the financial statements. This is contrary to the accepted accounting practices. The provision for the year ended ______ should be Rs.____ based on straight line method of depreciation. Accordingly, the fixed assets should be lower by Rs____and loss for the year should be higher by Rs._____ Subject to above in our opinion, except for the effects of the Company's incorrect determination of depreciation expense, the financial statement referred to in the first paragraph presents fairly, in all material respects, the financial position of M/s _______.

b. For a qualification arising from a Difference of opinion with management, the following phrase is added to the opinion paragraph, using the provision for doubtful debt example:

   In our opinion, the provision for doubtful debts has been understated by Rs_____. This has resulted in the overstatement of profit before tax by Rs____ and overstatement of the sundry debtors by Rs.____. Subject to above in our opinion except for the effects of such adjustments, if any, as might have been determined to be necessary had we been able to perform proper tests and procedures on the Company's Debtors, the financial statement referred to in the first paragraph presents fairly, in all material respects, the financial position of…

Name Of the bank & branch : XYZ bank, Branch- ABC (CO Code- ….)
Region :
Audit Report for the year ended : 31st March 20..

"FORM NO. 3CA"
[See rule 6G(1)(a)]

Branch Tax audit report under section 44AB of the income tax Act, 1961 for the year ended 31st March 20..

1 We report that the statutory audit of BO: ABC of XYZ Bank was conducted by us in pursuance of the provision of the Banking Regulation Act 1949 and Banking Companies (Acquisition & Transfer of undertakings) Act 1970 and we annex hereto a copy of our audit report dated -- 0-04- 20.., along with copy each of: -

(a) the audited Profit & Loss Account for the Year ended on 31st March 20..;
(b) the audited Balance Sheet as at 31st March, 2010; and
(c) documents declared by the said Act to be part of, or annexed to, the said Profit and Loss Account and Balance Sheet

2. The Statement of particulars required to be furnished under section 44AB is annexed herewith in Form No. 3CD as applicable to the branch.

3. In our opinion and to best of our information and according to explanations given to us, the particulars given in the said form 3CD and Annexue there to, as applicable to the branch, are true and correct.

For DEF & Co.
Chartered Accountants
(Firm Regn. No:-……….)

CA………….
Partner
(M.No…………)

Place:
Date:

XYZ BANK	
FORM NO.3 CD (See rule 6G(2) of the Income Tax Rules 1962)	STATEMENT OF PARTICULARS REQUIRED TO BE FURNISHED UNDER SECTION 44AB OF THE INCOME TAX ACT, 1961.

PART- A

01	Name of the branch/office with C.O. Code Number	ABC Branch (Co. Code :-….)
02	Address	
03	Permanent Account Number	……………..
04	Status	Domestic Company in which public are substantially interested.
05	Previous year ended	31st March _______________.
06	Assessment Year	____________________

PART-B

07.	(a) If firm or association of persons, indicate names of partners/members and their profit sharing ratios.	Not Applicable
	(b) If there is any change in the partners/members or in their profit sharing ratios since the last date of the preceding year, the particulars of such change.	Not Applicable
08.	(a) Nature of business or Profession (if more than one business or profession is carried on during the previous year, nature of every business or profession).	Banking as per Section 6 of the Banking Regulation Act, 1949.
	(b) If there is any change in the nature of business or profession, the particulars of such change.	There is no change in the nature of business.
09.	(a) Whether books of account are prescribed under section 44AA, if yes, list of books so prescribed.	Not prescribed.
	(b) Books of account maintained. (In case books of account are maintained in a computer system, mention the books of account generated by such computer system.)	Cash/Day Book, General Ledger and Subsidiary Records.
	(c) List of books of account examined.	Cash/Day Book, General Ledger and Subsidiary Records.(Books are mainly prepared in the computer system in CBS)

Name of the Branch	
C.O. Code No.	

10.	Whether the profit and loss account includes any profits and gains assessable on presumptive basis, if yes, indicate the amount and the relevant sections (44AD, 44AE, 44AF, 44B, 44BB, 44BBA, 44BBB or any other relevant section).	No
11.	(a) Method of accounting employed in the previous year.	Generally Mercantile system except in some cases as stated in Accounting Policy of the Bank.
	(b) Whether there has been any change in the method of accounting employed vis-a-vis the method employed in the immediately preceding previous year.	
	(c) If answer to (b) above is in the affirmative, give details of such change, and the effect thereof on the profit or loss.	
	(d) Details of deviation, if any, in the method of accounting employed in the previous year from accounting standards prescribed under section 145 and the effect thereof on the profit or loss.	
12.	(a) Method of valuation of closing stock employed in the previous year.	Not applicable.
	(b) Details of deviation, if any, from the method of valuation prescribed under section 145A, and the effect thereof on the Profit or loss.	Not applicable.
12A	Give the following particulars of the capital asset converted into stock in trade	
	(a) Description of capital asset	Not applicable.
	(b) Date of acquisition	Not applicable.
	(c) Cost of acquisition	Not applicable.
	(d) Amount at which the asset is converted into stock in trade	Not applicable.
13.	Amounts not credited to the profit and loss account being,-	
	(a) The items falling within the scope of section 28;	Nil
	(b) The proforma credits, draw backs, refund of duty of customs or excise or service tax, or refunds of sales tax or value added tax, where such credits, drawbacks or refunds are admitted as due by authorities concerned.	Not applicable.

Name of the Branch	
C.O. Code No.	

	(c) Escalation claims accepted during the previous year	Nil
	(d) Any other item of income;	
	(e) Capital receipt, if any.	
14.	Particulars of depreciation allowable as per the Income Tax Act, 1961, in respect of each asset or block of assets, as the case may be, in the following form :-	Depreciation allowable as per Income Tax Act, 1961, is dealt at Head Office.
	(a) Description of asset/block of assets.	
	(b) Rate of depreciation	
	(c) Actual cost or written down value, as the case may be.	
	(d) Additions/deductions during the year with dates; in the case of any addition of an asset, date put to use; including adjustments on account of -	
	(i) Modified Value Added Tax credit claimed and allowed under the Central Excise Rules, 1944, in respect of assets acquired on or after 1st March, 1994.	Nil.
	(ii) Change in the rate of exchange of currency, and	Nil.
	(iii) Subsidy or grant or reimbursement, by whatever name called.	Nil.
	(e) Depreciation allowable	
	(f) Written down value at the end of the year.	
15.	Amounts admissible under sections a) 33AB, b) 33ABA, c) 33AC, d) 35, e) 35ABB, f) 35 AC, g) 35CCA, h) 35CCB, i) 35D, j) 35DD, k) 35DDA, l) 35E: **Note: Give details of specific deduction, if any.**	
	(a) debited to the profit and loss account (showing the amount debited and deduction allowable under each section separately);	Nil
	(b) not debited to the profit and loss account	Nil
16.	(a) Any sum paid to an employee as bonus or commission for services rendered, where such sum was otherwise payable to him as profits or dividend. [Section 36 (1) (ii)]	Nil

Name of the Branch	
C.O. Code No.	

	(b) Any sum received from employees towards contributions to any provident fund or superannuation fund or any other fund mentioned in section 2(24) (x); and due date for payment and the actual date of payment to the concerned authorities under section 36 (1) (va).	
17.	Amounts debited to the profit and loss account, being: (a) expenditure of capital nature;	Nil
	(b) expenditure of personal nature	Nil
	(c.) expenditure on advertisement in any souvenir, brochure, tract, pamphlet or the like, published by a political party;	Nil
	(d.) expenditure incurred at clubs	
	i) as entrance fees and subscriptions	Nil
	ii) as cost for club services and facilities used	According to Bank's policy, the cost for club services and other facilities used are not reimbursed by the Bank.
	(e) (i) expenditure by way of penalty or fine for violation of any law for the time being in force;	Nil
	(ii) any other penalty or fine;	Nil
	(iii) expenditure incurred for any purpose which is an offence or which is prohibited by law;	Nil
	(f) Amounts inadmissible under section 40 (a);	In view of the complexities involved and the voluminous nature of the information, we could carry out only a test check and we did not notice any inadmissible amount in this regard.(It is suggested that the software should be so designed to prevent cash payment entries of more than Rs.20,000/-
	(g) Interest, salary, bonus, commission or Remuneration inadmissible under section 40(b)/40(ba) and computation thereof;	Not applicable
	(h) (A) whether a certificate has been obtained from the assessee regarding payment relating to any expenditure covered under section 40A(3) that the payments, were made by account payee cheques drawn on a bank or account payee bank draft, as the case may be,	
	(B) Amount inadmissible under section 40A(3), read with rule (6DD) [with break up of inadmissible amounts]	Nil
	(i) Provision for payment of gratuity not allowable under Section 40A (7);	Dealt at Head Office.

		Name of the Branch |
		C.O. Code No. |
	(j) Any sum paid by the assessee as an employer not allowable under section 40A(9);	Nil
	(k) Particulars of any liability of a contingent nature	Nil
	(l) amount of deduction inadmissible in terms of section 14A in respect of the expenditure incurred in relation to income which does not form part of total income.	Dealt at Head Office
	(m) amount inadmissible under the proviso to section 36(1)(iii).	Nil
18.	Particulars of payments made to persons specified under section 40A (2) (b).	We are unable to verify the transactions with directors/ their relatives in the absence of necessary records maintained by the Branch.
19.	Amount deemed to be profits and gains under section 33AB or 33ABA or 33AC.	Not applicable
20.	Any amount of profit chargeable to tax under section 41 and computation thereof.	Nil
21.	(i) In respect of any sum referred to in clauses (a), (b), (c), (d), (e) or (f) of section 43B, the liability for which:	
	(A) pre-existed on the first day of the previous year but was not allowed in the assessment of any preceding previous year and was	
	(a) paid during the previous year;	Nil
	(b) not paid during the previous year;	Nil
	(B) was incurred in the previous year and was	
	(a) paid on or before the due date for furnishing the return of income of the previous year under section 139 (1);	Nil
	(b) not paid on or before the aforesaid date.	Nil
22.	(a) Amount of Modified Value Added Tax credits availed of or utilized during the previous year and its treatment in the profit and loss account and treatment of outstanding Modified Value Added Tax credits in the accounts.	Nil
	(b) Particulars of income or expenditure of prior period credited or debited to the profit and loss account.	

Name of the Branch	
C.O. Code No.	

23.	Details of any amount borrowed on hundi or any amount due thereon (including interest on the amount borrowed) repaid, otherwise than through an account payee cheque. [section 69D].	Nil
24.	** (a) Particulars of each loan or deposit in an amount exceeding the limit specified in section 269SS taken or accepted during the previous year:-	
	(i) Name, address & permanent account number (if available with the assessee) of the lender or depositor;	Not applicable
	(ii) Amount of loan or deposit taken or accepted;	Not applicable
	(iii) Whether the loan or deposit was squared up during the previous year;	Not applicable
	(iv) Maximum amount outstanding in the account at any time during the previous year;	Not applicable
	(v) Whether the loan or deposit was taken or accepted otherwise than by an account payee cheque or an account payee bank draft.	Not applicable
** (These particulars need not be given in the case of a Government Company, a Banking Company or a Corporation established by a Central , State or Provincial Act).		
	(b) Particulars of each repayment of loan or deposit in an amount exceeding the limit specified in section 269T made during the previous year:	In view of the voluminous nature of the transactions, we could carry out a test check, we did not notice any repayment exceeding the limit specified in Section 269 T
	i) Name, address and permanent account number (if available with the assessee) of the payee;	Nil
	ii) Amount of the repayment	Nil
	iii) Maximum amount outstanding in the account at any time during the previous year	Nil
	iv) Whether the repayment was made otherwise than by an account payee cheque or account payee draft.	Nil
	(c) Whether a certificate has been obtained from the assessee regarding taking or accepting loan or deposit, or repayment of the same through an account payee cheque or an account payee bank draft [Yes/No]	
The particulars (i) to (iv) at (b) and the Certificate at (c) above need not be given in the case of a repayment of any loan or deposit taken or accepted from Government, Government Company, banking company or a corporation established by a Central, State or Provincial Act.		

Name of the Branch	
C.O. Code No.	

25. (a) Details of brought forward loss or depreciation allowance, in the following manner, to the extent available:

Sl No	Assessment Year	Nature of loss/ allowance (in rupees)	Amount as returned (in rupees)	Amount as Assessed (give reference to relevant order)	Remarks
Dealt at Head Office					

	(b) whether a change in shareholding of the company has taken place in the previous year due to which the losses incurred prior to the previous year can not be allowed to be carried forward in terms of section 79.	Not Applicable at Branch/Office level.
26.	Section-wise details of deductions, if any, admissible under Chapter VIA.	Nil
27.	(a) Whether the assessee has complied with the provisions of chapter XVII-B regarding deduction of tax at source and regarding the payment thereof to the credit of the Central Government. [Yes/No]	In view of the voluminous nature of the transactions, we could carry out a test check only and during the course of such check we did not notice any non deduction as envisaged in chapter XVll-B
	(b) If provisions of Chapter XVII-B have not been complied with , please give the following details*, namely:-	
	(i) Tax deductible and not deducted at all	
	(ii) Shortfall on account of lesser deduction than required to be deducted	
	(iii) tax deducted late	
	(iv) tax deducted but not paid to the credit of the Central Government	
	"Please give the details of cases covered in (i) to (iv) above".	

28.	(a) In the case of a trading concern, give quantitative details of principal items of goods traded :	
	(i) Opening stock	Not applicable
	(ii) Purchases during the previous year;	Not applicable
	(iii) Sales during the previous year;	Not applicable
	(iv) Closing stock	Not applicable
	(v) Shortage/excess, if any.	Not applicable
	(b) In the case of a manufacturing concern, give quantitative details of the principal items of raw materials, finished products and by– products:	Not applicable
	A. Raw Materials:	
	(i) Opening stock	Not applicable
	(ii) Purchases during the previous year;	Not applicable

Name of the Branch	
C.O. Code No.	

	(iii) Consumption during the previous year;	Not applicable
	(iv) Sales during the previous year,	Not applicable
	(v) Closing stock	Not applicable
	(vi) ***Yield of finished products;	Not applicable
	(vii) ***Percentage of yield	Not applicable
	(viii) ***Shortage/excess, if any	Not applicable
	B. Finished products/By products	
	i) Opening Stock	Not applicable
	ii) Purchases during the previous year;	Not applicable
	iii) Quantity manufactured during the previous year;	Not applicable
	iv) Sales during the previous year;	Not applicable
	v) Closing stock;	Not applicable
	vi) Shortage/excess, if any.	Not applicable
*** Information may be given to the extent available		
29.	In the case of a domestic company, details of tax on distributed profits under section 115-O in the following form:	Dealt at Head Office..
	(a) Total amount of distributed profits;	Dealt at Head Office.
	(b) Total tax paid thereon;	Dealt at Head Office.
	(c) Dates of payment with amount	Dealt at Head Office.
30.	Whether any cost audit was carried out, if yes, enclose a copy of the report of such Audit [See section 139 (9)]	No
31.	Whether any audit was conducted under the Central Excise Act, 1944, if yes, enclose a copy of the report of such audit.	No
32.	Accounting ratios with calculations as follows:	
	(a) Gross profit/turnover	Not applicable
	(b) Net profit/ turnover;	Not applicable
	(c) Stock-in-trade/turnover;	Not applicable
	(d) Material consumed/finished goods produced	Not applicable

Place: Signature of the Chartered Accountants with Seal
Date : Membership No:

(1) If the space provided is not sufficient, the details may be given in a separate annexure with serial number.

(2) The value of Fringe Benefits in terms of section 115WC read with section 115WB for the assessment year [Annexure II] is separately prepared in year end return TA-15.

ANNEXURE TO FORM 3CD

PART- A

01	Name of the branch/office with C.O. Code Number	ABC Branch (Co Code:-…….)
02	Address	
03	Permanent Account Number	……………
04	Status	Domestic Company in which public are substantially interested.
05	Previous year ended	31st March 20__.
06	Assessment Year	20__ - 20__

PART-B

Nature of business or profession in respect of every business or profession carried on during the previous year	BANKING COMPANY	CODE					

Rs. In Lacs (as per BYR- A)

Sl. No.	Parameters	Current Year i.e. Year ended 31.03.20__	Preceding Year i.e. Year ended 31.03.20__
1	Paid up Share Capital /capital of partner/proprietor	-----	------
2	Share Application Money/Current Account of Partner or Proprietor, if any	-----	------
3	Reserves and Surplus/Profit and Loss Account	-----	------
4	Secured Loans	-----	------
5	Unsecured Loans	-----	------
6	Current Liabilities and provisions	-----	------
7	Total of Balance Sheet	-----	------
8	Gross turn over/Gross Receipts	-----	------
9	Gross profit	-----	------
10	Commission received	-----	------
11	Commission paid	-----	------
12	Interest received	-----	------
13	Interest paid	-----	------
14	Depreciation as per books of account	-----	------
15	Net Profit (or loss) before tax as per Profit and Loss Account	-----	------
16	Taxes on income paid/provided for in the books	-----	------

CHARTERED ACCOUNTANTS
(Signature with seal)

Name of the firm: DEF & Co
(Firm Regn. No:-……….)

Place:
Date :

FORM NO. 3CA

[*See* rule 6G(1)(*a*)]

Audit report under section 44AB of the Income-tax Act, 1961, in a case where the accounts of the business or profession of a person have been audited under any other law

I/We report that the statutory audit of ________ [mention name and address of the assessee with permanent account number] was conducted by me/us/M/s. in pursuance of the provisions of the __________ Act, and I/we annex hereto a copy of my/our/their audit report dated __________along with a copy each of –

(a) the audited profit and loss account/income and expenditure account for the year ended on 31st March, ______;

(b) the audited balance sheet as at 31st March, ___________; and

(c) documents declared by the said Act to be part of, or annexed to, the profit and loss account/income and expenditure account and balance sheet.

2. The statement of particulars required to be furnished under section 44AB is annexed herewith in Form No. 3CD.

3. In my/our opinion and to the best of my/our information and according to explanations given to me/us, the particulars given in the said Form No. 3CD *and the Annexure thereto* are true and correct.

For XYZ & Co
Chartered Accountants
(Firm Regn. No:-……….)

CA ……………
(Partner)
M. No. :

Date :
Place :

FORM NO. 3CB
[See rule 6G(1)(b)]

Audit report under section 44AB of the Income-tax Act, 1961 in the case of a person referred to in clause (b) of sub-rule (1) of rule 6G

1. I/We have examined the balance sheet as at 31st March **20..**, and the profit and loss account for the year ended on that date, attached herewith, of ABC & Co**, . (**PAN -…………)

2. I/We certify that the balance sheet and the profit and loss account/income and expenditure account are in agreement with the books of account maintained at the head office at **-** and branches.

3. (a) I/We report the following observations/comments/discrepancies /inconsistencies; if any:

(b) Subject to above,**-**

(A) I/We have obtained all the information and explanations which, to the best of My/Our knowledge and belief, Were necessary for the purposes of the audit.

(B) In My/Our opinion, proper books of account have been kept by the head office and branches of the assessee so far as appears from my examination of the books.

(C) In My/Our opinion and to the best of my information and according to the explanations given to me/us, the said accounts, read with notes thereon, if any, give a true and fair view:-

(i) in the case of the balance sheet, of the state of the affairs of the assessee as at 31st March, **20..** and

(ii) in the case of the profit and loss account of the profit of the assessee for the year ended on that date.

4. The statement of particulars required to be furnished under section 44AB is annexed herewith in Form No. 3CD.

5. In My/Our opinion and to the best of my information and according to explanations given to us, the particulars given in the said Form No. 3CD and the Annexure thereto are true and correct.

For XYZ & Co
Chartered Accountants
(Firm Regn. No:-……….)

CA ……………
(Partner)
M. No. :

Date :
Place :

FORM NO. 3CD

[See rule 6G(2)]

Statement of particulars required to be furnished under section 44AB of the Income-tax Act, 1961

PART-A

1.	Name of the assessee	:	**XYZ AND CO**
2.	Address	:	**.......**
3.	Permanent Account Number	:	
4.	Status	:	**FIRM**
5.	Previous year ended	:	**31st March, 20...**
6.	Assessment Year	:	**20XX-XX**

PART-B

7. (a) If firm or Association of Persons, indicate names of partners/members and their profit sharing ratios.

   (b) If there is any change in the partners or members or in their profit sharing ratio since the last date of the preceding year, the particulars of such change.

8. (a) Nature of business or profession (if more than one business or profession is carried on during the previous year, nature of every business or profession).

   (b) If there is any change in the nature of business or profession, the particulars of such change.

9. (a) Whether books of account are prescribed under section 44AA, if yes, list of books so prescribed.

   (b) Books of account maintained.
   (In case books of account are maintained in a computer system, mention the books of account generated by such computer system.)

   (c) List of books of account examined.

10. Whether the profit and loss account includes any profits and gains assessable on presumptive basis, if yes, indicate the amount and the relevant sections (44AD, 44AE,44AF, 44B, 44BB, 44BBA, 44BBB or any other relevant section).

11. (a) Method of accounting employed in the previous year.

    (b) Whether there has been any change in the method of accounting employed vis-a-vis the method employed in the immediately preceding previous year.

    (c) If answer to (b) above is in the affirmative, give details of such change, and the effect thereof on the profit or loss.

    (d) Details of deviation, if any, in the method of accounting employed in the previous year from accounting standards prescribed under section 145 and the effect thereof on the profit or loss.

12. (a) Method of valuation of closing stock employed in the previous year.

    (b) Details of deviation, if any, from the method of valuation prescribed under section 145A, and the effect thereof on the profit or loss.

12 A. Give the following particulars of the capital asset converted into stock-in-trade: -

(a) Description of capital asset;

(b) Date of acquisition;

(c) Cost of acquisition;

(d) Amount at which the asset is converted into stock-intrade;

13. Amounts not credited to the profit and loss account, being,-

(a) the items falling within the scope of section 28;

(b) the proforma credits, drawbacks, refund of duty of customs or excise or service tax, or refund of sales tax or value added tax, where such credits, drawbacks or refunds are admitted as due by the authorities concerned;

(c) escalation claims accepted during the previous year;

(d) any other item of income;

(e) capital receipt, if any.

14. Particulars of depreciation allowable as per the Income-tax Act,1961 in respect of each asset or block of assets, as the case may be, in the following form :-

(a) Description of asset/block of assets.

(b) Rate of depreciation.

(c) Actual cost or written down value, as the case may be.

(d) Additions/deductions during the year with dates; in the case of any addition of an asset, date put to use; including adjustments on account of—

(i) Modified Value Added Tax credit claimed and allowed under the Central Excise Rules, 1944, in respect of assets acquired on or after 1st March, 1994.

(ii) change in rate of exchange of currency.

(iii) subsidy or grant or reimbursement, by whatever name called.

(e) Depreciation allowable.

(f) Written down value at the end of the year.

15. Amounts admissible under sections- (a)33AB, (b)33ABA, (c)33AC (wherever applicable), (d)35, (e)35ABB, (f)35AC, (g)35CCA, (h)35CCB, (i)35D, (j)35DD, (k)35DDA, (l)35E

(a) debited to the profit and loss account (showing the amount debited and deduction allowable under each section separately);

(b) not debited to the profit and loss account.

16. (a) Any sum paid to an employee as bonus or commission for services rendered, where such sum was otherwise payable to him as profits or dividend. [Section 36(1)(ii)].

(b) Any sum received from employees towards contributions to any provident fund or superannuation fund or any other fund mentioned in section 2(24)(x); and due date for payment and the actual date of payment to the concerned authorities under section 36(1)(va).

17. Amounts debited to the profit and loss account, being :-

(a) expenditure of capital nature;

(b) expenditure of personal nature;

(c) expenditure on advertisement in any souvenir, brochure, tract, pamphlet or the like, published by a political party;

(d) expenditure incurred at clubs,-

(i) as entrance fees and subscriptions;

(ii) as cost for club services and facilities used;

(e) (i) expenditure by way of penalty or fine for violation of any law for the time being in force;

(ii) any other penalty or fine;

(iii) expenditure incurred for any purpose which is an offence or which is prohibited by law;

(f) amounts inadmissible under section 40(a);

(g) interest, salary, bonus, commission or remuneration inadmissible under section 40(b)/40(ba) and computation thereof;

(h) (A) whether a certificate has been obtained from the assessee regarding payments relating to any expenditure covered under section 40A(3) that the payments were made by account payee cheques drawn on a bank or account payee bank draft, as the case may be, [Yes/No]

(B) amount inadmissible under section 40A(3), read with rule 6DD [with break-up of inadmissible amounts]

(i) provision for payment of gratuity not allowable under section 40A(7);

(j) any sum paid by the assessee as an employer not allowable under section 40A(9);

(k) particulars of any liability of a contingent nature.

(l) amount of deduction inadmissible in terms of section 14A in respect of the expenditure incurred in relation to income which does not form part of the total income;

(m) amount inadmissible under the proviso to section 36(1)(iii)

17A. Amount of interest inadmissible under section 23 of the Micro, Small and Medium Enterprises Development Act, 2006

18. Particulars of payments made to persons specified under section 40A(2)(b).

19. Amounts deemed to be profits and gains under section 33AB or 33ABA or 33AC.

20. Any amount of profit chargeable to tax under section 41 and computation thereof.

21. (i) In respect of any sum referred to in clauses (a), (b), (c), (d), (e) or (f) of section 43B, the liability for which :-

(A) pre-existed on the first day of the previous year but was not allowed in the assessment of any preceding previous year and was

(a) paid during the previous year;

(b) not paid during the previous year.

(B) was incurred in the previous year and was

(a) paid on or before the due date for furnishing the return of income of the previous year under section 139(1);

(b) not paid on or before the aforesaid date.

(ii) [***]
*State whether sales tax, customs duty, excise duty or any other indirect tax, levy, cess, impost, etc., is passed through the profit and loss account.

22. (a) Amount of Modified Value Added Tax credits availed of or utilized during the previous year and its treatment in the profit and loss account and treatment of outstanding Modified Value Added Tax credits in the accounts.

(b) Particulars of income or expenditure of prior period credited or debited to the profit and loss account.

23. Details of any amount borrowed on hundi or any amount due thereon (including interest on the amount borrowed) repaid, otherwise than through an account payee cheque [Section 69D].

24. (a) Particulars of each loan or deposit in an amount exceeding the limit specified in section 269SS taken or accepted during the previous year :-

(i) name, address and permanent account number (if available with the assessee) of the lender or depositor;

(ii) amount of loan or deposit taken or accepted;

(iii) whether the loan or deposit was squared up during the previous year;

(iv) maximum amount outstanding in the account at any time during the previous year;

(v) whether the loan or deposit was taken or accepted otherwise than by an account payee cheque or an account payee bank draft.

*(These particulars need not be given in the case of a Government company, a banking company or a corporation established by a Central, State or Provincial Act.)

(b) Particulars of each repayment of loan or deposit in an amount exceeding the limit specified in section 269T made during the previous year :-

(i) name, address and permanent account number (if available with the assessee) of the payee;

(ii) amount of the repayment;

(iii) maximum amount outstanding in the account at any time during the previous year;

(iv) whether the repayment was made otherwise than by account payee cheque or account payee bank draft.

(c) Whether a certificate has been obtained from the assessee regarding taking or accepting loan or deposit, or repayment of the same through an account payee cheque or an account payee bank draft. [Yes/No]

The particulars (i) to (iv) at (b) and the Certificate at (c) above need not be given in the case of a repayment of any loan or deposit taken or accepted from Government, Government company, banking company or a corporation established by a Central, State or Provincial Act.

25. (a) Details of brought forward loss or depreciation allowance, in the following manner, to the extent available :

Serial Number	Assessment Year	Nature of loss/allowance (in rupees)	Amount as returned (in rupees)	Amount as assessed (give reference to relevant order)	Remarks

(b) whether a change in shareholding of the company has taken place in the previous year due to which the losses incurred prior to the previous year cannot be allowed to be carried forward in terms of section 79

26. Section-wise details of deductions, if any, admissible under Chapter VIA.

27. (a) Whether the assessee has complied with the provisions of Chapter XVII-B regarding deduction of tax at source and regarding the payment thereof to the credit of the Central Government.[Yes/No]

(b) If the provisions of Chapter XVII-B have not been complied with, please give the following details*, namely:-

Amount

(i) Tax deductible and not deducted at all

(ii) shortfall on account of lesser deduction than required to be deducted

(iii) tax deducted late

(iv) tax deducted but not paid to the credit of the Central Government

*Please give the details of cases covered in (i) to (iv) above.

28. (a) In the case of a trading concern, give quantitative details of principal items of goods traded:

(i) opening stock;

(ii) purchases during the previous year;

(iii) sales during the previous year;

(iv) closing stock;

(v) shortage/excess, if any.

(b) In the case of a manufacturing concern, give quantitative details of the principal items of raw materials, finished products and by-products :

A. Raw materials :

(i) opening stock;

(ii) purchases during the previous year;

(iii) consumption during the previous year;

(iv) sales during the previous year;

(v) closing stock;

(vi) * yield of finished products;

(vii) * percentage of yield;

(viii) * shortage/excess, if any.

B. Finished products/By-products :

(i) opening stock;

(ii) purchases during the previous year;

(iii) quantity manufactured during the previous year;

(iv) sales during the previous year;

(v) closing stock;

(vi) shortage/excess, if any.

*Information may be given to the extent available.

29. In the case of a domestic company, details of tax on distributed profits under section 115-O in the following form :-

(a) total amount of distributed profits;

(b) total tax paid thereon;

(c) dates of payment with amounts.

30. Whether any cost audit was carried out, if yes, enclose a copy of the report of such audit [See section 139(9)].

31. Whether any audit was conducted under the Central Excise Act, 1944, if yes, enclose a copy of the report of such audit.

32. Accounting ratios with calculations as follows :-

(a) Gross profit/Turnover;

(b) Net profit/Turnover;

(c) Stock-in-trade/Turnover;

(d) Material consumed / Finished goods produced.

For XYZ & Co.
Chartered Accountants
(Firm Regn. No:-……….)

CA……………
(Partner)
M. No. :

Date :
Place :

Annexure

Particulars of depreciation allowable as per income-tax Act, 1961 in respect of each asset or block of assets

(a) Depreciation of asset / block of assets	REFRIGERATOR	TYPEWRITER	WATER FILTER	INVERTOR	FURNITURE & FIXTURE	AIR CONDITIONER	CAR	MOTOR CYCLE	FOOD WARMER	MOBILE PHONE	COMPUTER	TOTAL
(b) Rate of depreciation												
(c) Actual cost or written down value as the case may be												
(d) Additions / Deduction during the year with dates in the case of any addition of an asset, date put to use including adjustments on account of :-												
(i) Modified Value Added Tax Credit claimed and allowed under the Central Excise Rules, 1944, in respect of assets acquired on or after 1st March, 1994												
(ii) Change in exchange of currency, and												
(iii) Subsidy or grant reimbursement, by whatever name called												
(e) Depreciation Allowable												
(f) Written down value at the end of the year												

ANNEXURE-I

PART-A

1.	Name of the assessee	:	**XYZ & Co**
2.	Address	:	
3.	Permanent Account Number	:	
4.	Status	:	**FIRM**
5.	Previous year ended	:	**31st March, 20..**
6.	Assessment Year	:	**20../..**

PART B

Nature of business or profession in respect of every business or profession carried during the previous year	CODE				

Sl. No.	Parameters	Current Year	Preceding Year
1.	Paid-up share capital/capital of partner/proprietor	-----	-----
2.	Share Application Money/Current Account of Partner/Proprietor, if any	-----	-----
3.	Reserves and Surplus/Profit and Loss Account	-----	-----
4.	Secured Loans	-----	-----
5.	Unsecured Loans	-----	-----
6.	Current Liabilities and Provisions	-----	-----
7.	Total Balance Sheet	-----	-----
8.	Gross Turnover/Gross Receipts	-----	-----
9.	Gross Profit	-----	-----
10.	Commission Received	-----	-----
11.	Commission Paid	-----	-----
12.	Interest Received	-----	-----
13.	Interest Paid	-----	-----
14.	Depreciation as per Books of Account	-----	-----
15.	Net Profit (or Loss) before Tax as per Profit and Loss Account	-----	-----
16.	Taxes on income paid/provided for in the books	-----	-----

For XYZ & Co.
Chartered Accountants
(Firm Regn. No:-……….)

CA……………
(Partner)
M. No. :

Date :
Place

Audit Report of Bank Region

Audit Report for the ________Region of ____________Bank as at ___________

1. We have audited the accompanying financial statements of _______ Region of _____ Bank in which are incorporated the ___ no.s year end returns audited by us. The Branches audited by branch Auditors have been selected by the bank in accordance with the guidance issued to the Bank by the Bank's Management; our responsibility is to express our opinion based on our audit.

2. We have conducted our audit in accordance with the auditing standards generally accepted in India. These Standards require that we plan and perform the audit to obtain reasonable assurance whether the financial statements are prepared, in all material respects in accordance with an identified financial reporting frame work and are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also included assessing the accounting principles used and significant estimates made by management as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

3. We certify that the attached year- end returns have been drawn up in accordance with the instructions issued by the Head Office of the Bank and are in agreement with figures incorporated in said Accounts.

4. Subject to the Memorandum of Changes annexed, the adjustments which are dealt with by the Head Office, and the notes hereunder: we report that:

5. In our opinion and to the best of our information and the explanations given to us and as shown by the books of the Region:

   I) The said financial statements read along with the annexure thereon are properly drawn up so as to exhibit a true and fair view of the affairs of the branch as at ______________.

   II) The said financial statements read along with the annexure thereon shows the true balance of Profit/ Loss (scroll off whichever is not applicable) of the region for the year ended __________________.

6. We have obtained all the information and explanations, which to the best of our knowledge and belief were necessary for the purpose of our audit.

For XYZ & Co.
CHARTERED ACCOUNTANTS
(Firm Regn. No:-……….)

CA……
PARTNER
(M.No……..)

Place :
Date :

(Audit Report of Public Limited Co. in Consolidation)

Auditors' Report

To the Members of
ABC Limited

We have audited the attached Balance Sheet of **ABC Limited** as at 31st March, 20... and the Profit and Loss Account for the year ended on that date annexed thereto and Cash Flow Statement for the year ended on that date. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

1. We conducted our audit in accordance with Auditing Standards generally accepted in India. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in financial statements. An audit also includes assessing the accounting principles used and significant estimates made by the management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

2. As required by the Companies (Auditor's Report) Order 2003 issued by the Central Government of India in terms of sub-section (4A) of section 227 of the Companies Act, 1956, we enclose in the Annexure hereto a statement on the matters specified in paragraphs 4 and 5 of the said Order.

3. Further to our comments in the Annexure referred to in paragraph 2 above, we report that:

a) We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit;

b) In our opinion, proper books of account, as required by law, have been kept by the Company, so far as appears from our examination of those books;

c) The Balance Sheet, Profit Loss Account and Cash Flow Statement dealt with by this report are in agreement with the books of account;

d) In our opinion the Balance Sheet, Profit and Loss Account and Cash Flow Statement dealt with by this report comply with the mandatory Accounting Standards referred in sub-section (3C) of section 211 of the Companies Act, 1956;

e) In our opinion, and based on information and explanations given to us, none of the directors are disqualified as on 31st March, 20.. from being appointed as directors in terms of clause (g) of subsection (1) of section 274 of the Companies Act 1956;

f) In our opinion and to the best of our information and according to the explanations given to us, the said accounts read together with the Significant Accounting Policies and other notes thereon give the information required by the Companies Act, 1956, in the manner so required, and present a true and fair view, in conformity with the accounting principles generally accepted in India:

(i) In so far as it relates to Balance Sheet, of the state of affairs of the Company as at 31st March, 20.. ;

(ii) In so far as it relates to the Profit and Loss Account, of the Profit of the Company for the year ended on that date; and

(iii) In so far as it relates to the Cash Flow Statement, of the cash flows of the Company for the year ended on that date.

For XYZ & Co.
CHARTERED ACCOUNTANTS
(Firm Regn. No:-……….)

CA……
PARTNER
(M.No……..)

Place :
Date :

<u>AUDIT REPORT OF SOCIETY</u>

FORM NO. 10B
[*See* rule 17B]

Audit report under section 12A (b) of the Income-tax Act, 1961, in the case of charitable or religious trusts or institutions

We have examined the balance sheet of ………… as at 31.03.20…. and the Income and Expenditure account for the year ended on that date which are in agreement with the books of account maintained by the said trust. We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of the audit. In our opinion, proper books of account have been kept by the head office of the above named institution visited by us so far as appears from our examination of the books subject to the comments given below:

In our opinion and to the best of our information, and according to the explanation given to us, the said accounts give a true and fair view-

(i) in the case of the balance sheet, of the state of affairs of the above named **………** as at 31.03.20…. and

(ii) in the case of the income and expenditure account, of the income and expenditure of its accounting year ending on 31.03.20….

The prescribed particulars are annexed hereto.

For XYZ & Co.
Chartered Accountants
(Firm Regn. No:-……….)

Place :
Date :

(CA. ……)
Partner

ANNEXURE **STATEMENT OF PARTICULARS**

I. APPLICATION OF INCOME FOR CHARITABLE OR RELIGIOUS PURPOSES

1.	Amount of income of the previous year applied to charitable or religious purposes in India during that year	-----/-
2.	Whether the trust/institution has exercised the option under clause (2) of the Explanation to section 11(1)? If so, the details of the amount of income deemed to have been applied to charitable or religious purposes in India during the previous year	Nil
3.	Amount of income accumulated or set apart /finally set apart for application to charitable or religious purposes, to the extent it does not exceed 15 per cent of the income derived from property held under trust wholly /in part only for such purposes.	-----/-
4.	Amount of income eligible for exemption under section 11(1)(c) (Give details)	Nil
5.	Amount of income, in addition to the amount referred to in item 3 above, accumulated or set apart for specified purposes under section 11(2)	-----/-
6.	Whether the amount of income mentioned in item 5 above has been invested or deposited in the manner laid down in section 11(2)(b) ? If so, the details thereof	Yes
7.	Whether any part of the income in respect of which an option was exercised under clause (2) of the Explanation to section 11(1) in any earlier year is deemed to be income of the previous year under section 11(1B) ? If so, the details thereof	N.A.
8.	Whether, during the previous year, any part of income accumulated or set apart for specified purposes under section 11(2) in any earlier year-	
	(a) has been applied for purposes other than charitable or religious purposes or has ceased to be accumulated or set apart for application thereto, or	N.A.
	(b) has ceased to remain invested in any security referred to in section 11(2)(b)(i) or deposited in any account referred to in section 11(2)(b)(ii) or section 11(2)(b)(iii), or	N.A.
	(c) has not been utilized for purposes for which it was accumulated or set apart during the period for which	N.A.

it was to be accumulated or set apart, or in the year immediately following the expiry thereof? If so, the details thereof

II. APPLICATION OR USE OF INCOME OR PROPERTY FOR THE BENEFIT OF PERSONS REFERRED TO IN SECTION 13(3)

1.	Whether any part of the income or property of the trust/institution was lent, or continues to be lent, in the previous year to any person referred to in section 13(3) (hereinafter referred to in this Annexure as such person)? If so, give details of the amount, rate of interest charged and the nature of security, if any	No
2.	Whether any land, building or other property of the trust/institution was made, or continued to be made, available for the use of any such person during the previous year? If so, give details of the property and the amount of rent or compensation charged, if any	No
3.	Whether any payment was made to any such person during the previous year by way of salary, allowance or otherwise? If so, give details	No
4.	Whether the services of the trust/institution were made available to any such person during the previous year? If so, give details thereof together with remuneration or compensation received, if any	No
5.	Whether any share, security or other property was purchased by or on behalf of the trust/institution during the previous year from any such person? If so, give details thereof together with the consideration paid	No
6.	Whether any share, security or other property was sold by or on behalf of the trust/institution during the previous year to any such person? If so, give details thereof together with the consideration received	No
7.	Whether any income or property of the trust/institution was diverted during the previous year in favour of any such person? If so, give details thereof together with the amount of income or value of property so diverted	No
8.	Whether the income or property of the trust/institution was used or applied during the previous year for the benefit of any such person in any other manner? If so, give details	No

III. INVESTMENTS HELD AT ANY TIME DURING THE PREVIOUS YEAR(S) IN CONCERNS IN WHICH PERSONS REFERRED TO IN SECTION 13(3) HAVE A SUBSTANTIAL INTEREST

S.No.	*Name and address of the concern*	*Where the concern is a company, number and class of shares held*	*Nominal value of the investment*	*Income from the investment*	*Whether the amount in col. 4 exceeded 5 per cent of the capital of the concern during the previous year-say, Yes/No*
1	*2*	*3*	*4*	*5*	*6*
	Nil	Nil	Nil	Nil	Nil
Total					

For XYZ & Co.
Chartered Accountants
(Firm Regn. No:-……….)

Place :
Date :

Partner

AUDITORS REPORT IN CASE OF PUBLIC SECTOR COMPANIES

PQR & CO.	**XYZ & CO.**
CHARTERED ACCOUNTANTS	CHARTERED ACCOUNTANTS
……………………….	…………………………….
PLACE.	PLACE

AUDITORS' REPORT
To The Members of
ABC Company Limited

We have audited the attached Balance Sheet of ABC company Limited as at 31st March, 20__ and the Profit & Loss Account and also the cash flow statement for the year ended on that date annexed thereto. These financial statements are the responsibility of the company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in India. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

1. As required by the Companies (Auditor's Report) Order, 2003, issued by the Central Government of India in terms of Section 227 (4A) of the Companies Act, 1956, we enclose in the Annexure a statement on the matters specified in paragraph 4 and 5 of the said Order.

2. Further to our comments in the Annexure referred to in paragraph 1 above, we report that:

    a) We have obtained all the information and explanations, which to the best of our knowledge and belief were necessary for the purpose of our audit;

    b) in our opinion, proper books of account as required by law have been kept by the Company so far as appears from our examination of those books;

    c) the Balance Sheet, Profit & Loss Account and cash flow statement dealt with by this report are in agreement with the books of account;

    d) in our opinion, subject to paragraph iii) above, the Balance Sheet, Profit & Loss Account and Cash Flow Statement dealt with by this report comply with the Accounting Standards referred to in Sub Section (3C) of Section 211 of the Companies Act, 1956

e) in our opinion and to the best of our information and according to the explanations given to us, the said accounts read together with the Accounting Policies and Notes to the accounts, give the information required by the Companies Act, 1956, in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India:

(i) in the case of Balance Sheet, of the state of affairs of the Company as at 31st March, 20.. .

(ii) in the case of Profit & Loss Account, of the profit of the Company for the year ended on that date; and

(iii) in the case of cash flow statement, of the cash flows for the year ended on that date.

For PQR & Co. **CHARTERED ACCOUNTANTS** (Firm Regn. No:-……….)	**For XYZ & Co.** **CHARTERED ACCOUNTANTS** (Firm Regn. No:-……….)
CA. ………. PARTNER Membership No. (…………….)	CA. ………………….. PARTNER Membership No.(…………..)

Place:
Date:

(Audit Report of a Private Limited Company)

AUDITOR'S REPORT

To the members of
ABC PRIVATE LIMITED

We have audited the attached Balance Sheet of ABC Pvt. Ltd. as at 31st March 20…., the Profit and Loss Account and Cash Flow Statement of the company for the year ended on that date, annexed thereto. These financial statements are the responsibility of the company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards in India. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

1. As required by the Companies (Auditor's Report) Order, 2003, issued by the Central Government of India in terms of Section 227 (4A) of the Companies Act, 1956, we enclose in the Annexure a statement on the matters specified in paragraph 4 and 5 of the said Order.

2. Further, to our comments in the Annexure referred to above, we report that:

   a) We have obtained all the information and explanations, which to the best of our knowledge and belief were necessary for the purposes of our audit;

   b) In our opinion, proper books of account as required by law have been kept by the Company so far as appears from our examination of those books;

   c) The Balance Sheet, Profit and Loss Account and Cash Flow Statement dealt with by this report are prepared in compliance with the Accounting Standards referred to in Section 211 (3C) of the Companies Act, 1956 except for Accounting Standard No. 15, regarding treatment of retirement benefits, issued by the ICAI, the consequential effect thereof remained unascertained;

d) The Balance Sheet, Profit and Loss Account and Cash Flow Statement dealt with by this report are in agreement with the books of account.

e) On the basis of representations received from the directors of the company, as at March 31, 20.... and taken on record by the Board of Directors, we report that none of the Directors is disqualified as on March 31, 20.... from being appointed as a Director in terms of clause (g) of sub-section (1) of Section 274 of the Companies Act, 1956; and

f) In our opinion and to the best of our information and according to the explanations given to us, the said accounts read together with the significant accounting policies and notes thereon, subject to observation referred in Para 2(c) above, give the information required by the Companies Act, 1956 in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India:

i. In the case of the Balance Sheet, of the State of affairs of the Company as at March 31, 20....,

ii. In the case of the Profit and Loss Account, of the profit for the year ended on that date.

iii. In the case of Cash Flow Statement, of the cash flows for the year ended on that date.

For XYZ & Co.
CHARTERED ACCOUNTANTS
(Firm Regn. No:-……….)

CA……
PARTNER
(M.No……..)

Place :
Date :

AUDIT REPORT OF SOCIETY GENERAL

AUDIT REPORT OF ________________________________ FOR THE PERIOD ENDED 31st, MARCH ____________.

We have audited the attached Balance Sheet of _________________________ as at March 31st ____________ and the Income and Expenditure Account alongwith Receipt and Payment account for the year ended on that date.

1. We have obtained all the information and explanations, which to the best of our knowledge and belief were necessary for the purposes of our audit.

2. In our opinion, proper books of Account as required under the ___ Co-operative Societies Act, ____, and Rules framed there under and the bye-laws of the society have been maintained so far as appears from our examination of the books of account.

3. In our opinion and to the best of our information and according to the explanations given to us, the accounts subject to the Notes in Part `B' and `C' of Annexure-A of this report give a true and correct view of the state of the societies affairs as at March 31st, 20__ and profit for the year ended on that date.

4. In our opinion there has not been any impropriety or irregularity in the expenditure or in the realisation of monies due to the society during the year under audit.

For XYZ & Co.
Chartered Accountants
(Firm Regn. No:-……….)

Place :
Date :

(CA. ……)
Partner

AUDIT REPORT FOR BANK BRANCHES

BRANCH AUDITORS REPORT

1. We have audited the annexed Balance Sheet in form ____ of the ____ Branch of DEF Bank as at 31st March, 20__ and the Profit and Loss Account in form _____ of the said branch for the year ended on that date. These financial statements are the responsibility of the Branch management. Our responsibility is to express an opinion on these financial statements based on our audit.

2. We have conducted our audit in accordance with Auditing Standards generally accepted in India. These standards require that we plan and perform the audit to obtain reasonable assurance whether the financial statements are prepared, in all respects in accordance with an identified financial reporting frame work and are free of material mis-statements. An audit includes examining, on test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by the management as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

3. We certify that the above said account and the attached year- end returns have been drawn up in accordance with the instructions issued by the Head Office of the Bank and are in agreement with figures incorporated in the said accounts.

4. Subject to the Memorandum of changes annexed and the adjustments which are dealt by the Head Office, we report that:

5. In our opinion and to the best of our information and the explanations given to us and as shown by the books of the Branch:

   i) The Balance Sheet read with the notes thereon is a full and fair Balance Sheet containing the necessary particulars and it is properly drawn up so as to exhibit a true and fair view of the affairs of the branch as at 31st March 20__.

   ii) The said Profit & Loss Account read with the notes thereon shows the true balance of the Profit of the branch for the half year ended 31st March 20__.

6. We have obtained all information and explanations, which to the best of our knowledge and belief were necessary for the purpose of our audit.

7. The transactions of the Branch which have come to our notice have been within the powers of the Bank.

8. Our observations /suggestions are enclosed.

For XYZ Co.
CHARTERED ACCOUNTANTS
(Firm Regn. No:-……….)

CA……
PARTNER
(M.No………)

Place :
Date :

XYZ & CO.
CHARTERED ACCOUNTANTS
New Delhi-…… Ph. No……………..
Fax : ………., Email :

Certificate on Compliance / Implementation Status of the Recommendations of the Ghosh and Jilani Committee

We have examined the attached Format of compliance / implementation by ABC Bank C.O Code No – (name of bank/bank branch/code/address) with the recommendations of the Ghosh committee relating to Frauds and Malpractices in Banks and Format of progress in implementation of Jilani committee recommendations, as prepared by the Management.

The responsibility for compliance with / implementations of the recommendations of the Ghosh / Jilani committees is that of the management of the above Branch of the ABC Bank. Our responsibility is to examine the report on the status of compliance therewith as contained in the attached formats, as per the Management, thus far and no further.

We have not carried out an investigation in the status of compliance by / implementation of the management with the recommendations of the Ghosh / Jilani Committees.

Our examination is limited to enquiries and obtaining the confirmations from the management and other appropriate persons and test checks of the attached status of recommendations.

Based on the above examination, subject to the matter highlighted below we certify that to the best of our knowledge and belief and according to the information and explanations given to us and as shown by the records examined by us, the attached format of compliance with the recommendations of the Ghosh / Jilani committees as prepared by the Management is true and fair.

1. The Options given are not sufficient i.e. some of the items can not be precisely answered as Yes or No or NA.

2. The implementation status filled up by the management may at best be called as near approximation as the same can not be described in a single word as Yes/No/NA in some cases.

For **XYZ & Co**
Chartered Accountants
(Firm Regn. No:-……….)

CA…………
Partner
M. No: ……..

Date :
Place :

ABC BANK
BRANCH: DEF

LONG FORM AUDIT REPORT (LFAR) TO THE MANAGEMENT IN CASE OF BANK BRANCHES

Name and address of the auditors	**:**	**XYZ & Co.** **Place**
Name Of the bank & branch	:	**ABC Bank , Branch- DEF (CO Code- ……)**
Region	:	
Audit Report for the year ended	**:**	**31st March 20__**
Advances of the Branch	**:**	**Rs. ---- crores**
Date	**:**	**__ April , 20..**

I.	**ASSETS**		
1.	**Cash**		
a)	Does the branch generally carry cash balances, which vary significantly from the limits fixed by the controlling authorities of the bank? Whether excess balances have been reported to the controlling authorities of the bank.		
b)	Does the branch hold adequate insurance cover for cash-on–hand and cash-in- transit?		
c)	Is cash maintained in effective joint custody of two or more officials, as per the instructions of the controlling authorities of the bank?		
d)	Have the cash balances at the branch been checked at periodic intervals as per the procedure prescribed by the controlling authorities of the bank?		
2.	**Balances with Reserve Bank of India, State Bank of India and Other Banks**		
a)	Were balance confirmation certificates obtained in respect of outstanding balances as at the year-end and whether the aforesaid balances have been reconciled? The nature and extent of differences should be reported.		
b) (i) (ii) (iii)	Your observations on the reconciliation statements may be reported in the following manner. Cash transactions remaining unresponded (give details). Revenue items requiring adjustments/ write-off (give details) Old outstanding balances remaining unexplained/ unadjusted. Give details for : ♦ Outstanding between six months and one year, and ♦ One year and above		
3.	**Money at Call and Short Notice** Has the Branch kept money-at-call and short notice during the year? If so, whether instructions/guidelines, if any, laid down by the controlling authorities of the bank have been complied with?		
4.	**Investments**		
(A)	**For Branches in India**		
a)	Are there any investments held by branches on behalf of Head Office/ other offices of the bank? If so, whether these have been made available for physical verification or evidences have been produced with regard to the same where these are not in possession of the branch?		
b)	Whether any amounts received as income on such investments have been reported to the Head Office?		
c)	In respect of investments held by branches on behalf of Head Office/ other offices of the bank whether any income is accrued/ received		

	and recognized as income of the branch contrary to the instructions of the controlling authorities of the bank?		
d)	Whether there are any matured or overdue investments which have not been encashed? If so, give details?		
e)	Whether the Guidelines of the Reserve Bank of India regarding Transactions in Securities have been complied with.		
f)	Whether the Guidelines of the Reserve Bank of India regarding Valuation of Investments have been complied with.		
(B)	**For Branches outside India**		
a)	In respect of purchase and sale of investments, has the branch acted within its delegated authority, having regard to the instructions/ guidelines in this behalf issued by the controlling authorities of the bank?		
b)	Have the Investments held by the branch whether on its own account or on behalf of the Head Office/ other branches been made available for physical verification? Where the investments are not in the possession of the branch, whether evidences with regard to their physical verification have been produced?		
c)	Is the mode of valuation of investments in accordance with the RBI guidelines or the norms prescribed by the relevant regulatory authority of the country in which the branch is located whichever are more stringent?		
d)	Whether there are any matured or overdue investments which have not been encashed? If so, give details?		
5.	**Advances** (The answers to the following questions may be based on the auditor's examination of all large advances and a test check of other advances. In respect of large advances, all cases of major adverse features, deficiencies, etc. should be reported. In respect of other advances, the auditor may comment upon the relevant aspects generally, along with instances of situations giving rise to his reservations or adverse remarks. For this purpose, large advances are those in respect of which the outstanding amount is in excess of 5% of the aggregate advances of the branch or Rs. 2 crores whichever is less.)		
a)	**Credit Appraisal** In your opinion, has the branch generally complied with the procedures/ instructions of the controlling authorities of the bank regarding loan applications, preparation of proposals for grant/ renewal of advances, enhancement of limits, etc., including adequate appraisal documentation of respect of thereof.		
b) (i)	**Sanctioning/ Disbursement** In the cases examined by you, have you come across instances of credit facilities having been sanctioned beyond the delegated authority or limit fixed for the branch? Are such cases promptly reported to higher authorities?		
(ii)	In the cases examined by you, have you come across instances where advances have been disbursed without complying with the terms and conditions of the sanction? If so, give details of such cases.		
c)	**Documentation**		
i)	In the cases examined by you, have you come across instances of credit facilities released by the branch without execution of all the necessary documents? If so, give details of such cases.		
(ii)	In respect of advances examined by you, have you come across instances of deficiencies in documentation, non-registration of charges, non-obtaining of guarantees, etc.? If so, give details of such cases.		
(iii)	Whether advances against lien of deposits have been properly granted by marking a lien of the deposit in accordance with the		

	guidelines of the controlling authorities of the bank.		
d) (i)	**Review/ Monitoring/ Supervision** Is the procedure laid down by the controlling authorities of the bank, for periodic review of advances including periodic balance confirmation/ acknowledgement of debts, followed by the Branch? Provide analysis of the accounts overdue for review/ renewal - Between 6 months & 1year, & - Over 1 year		
(ii)	Are the stock/ book debt statements and other periodic operational data and financial statements, etc., received regularly from the borrowers and duly scrutinized? Is suitable action taken on the basis of such scrutiny in appropriate cases?		
(iii)	Whether there exists a system of obtaining reports on stock audits periodically? If so, whether the branch has complied with such system?		
(iv)	Indicate the cases of advances to non-corporate entities with limits beyond Rs. 10 lakhs where the Branch has not obtained the accounts of borrowers, duly audited under the RBI guidelines with regard to compulsory audit or under any other statue.		
(v)	Has the inspection of physical verification of securities charged to the Bank been carried out by the branch as per the procedure laid down by the controlling authorities of the bank?		
(vi)	In respect of advances examined by you, have you come across of deficiencies in value of securities and inspections thereof or any other adverse features such as frequent/ unauthorized overdrawing beyond limits, inadequate insurance coverage, etc.?		
(vii)	In respect of leasing finance activities, has the Branch complied with the guidelines issued by the controlling authorities of the bank relating to security creation, asset inspection, insurance, etc? Has the Branch complied with the accounting norms prescribed by the controlling authorities of the bank relating to such leasing activities?		
(viii)	Are credit card dues recovered promptly?		
(ix)	Has the branch identified and classified advances into standard/ substandard/ doubtful/ loss assets in line with the norms prescribed by the Reserve Bank of India (The auditor may refer to the relevant H.O. Instructions for identification of NPA's and Classification of Advances).		
(x)	Where the auditor disagrees with the branch classification of advances into standard/ substandard/ doubtful/ loss assets, the details of such advances with indicate whether suitable changes have been incorporated/ suggested in the Memorandum of Changes.		
(xi)	Have you come across cases where the relevant Controlling Authority of the bank has authorised legal action for recovery of advances or recalling of advances but no such action was taken by the branch? If so, give details of such cases.		
(xii)	Have all non-performing advances been promptly reported to the relevant Controlling Authority of bank? Also state whether any rehabilitation programme in respect of such advances has been undertaken, and if so, the status of such programme.		
(xiii)	Have appropriate claims for DICGC and Export Credit Guarantee/ Insurance and subsidies, if any been duly lodged and settled? The status of pending claims giving year wise break-up of number and amounts involved should be given in the following format.		

	Particulars Number Amount(Rs.) Claims as at the beginning of the year (Give year-wise details) Further claims lodged during the year **Total A** ________ ____________ _____________ ______________ Amount representing: (a) claims accepted /settled (give year-wise details) (b) claims rejected (give year-wise details) **Total B** _______ ____________ _________ __________ Balance as at the year-end (give year-wise details) **A-B** __________ ___________ ___________ ____________		
(xiv)	In respect of non-performing assets, has the branch obtained valuation reports from approved valuers for the fixed assets charged to the bank, once in three years, unless the circumstances warrant a shorter duration?		
(xv)	In the cases examined by you has the branch complied with the Recovery Policy prescribed by the controlling authorities of the bank with respect to compromise/ settlement and write-off cases? Details of the cases of compromise/ settlement and write-off cases involving write-'offs/ waivers in excess of Rs. 50.00 lakhs may be given.		
(xvi)	List the major deficiencies in credit review, monitoring and supervision		
e) (i)	**Guarantees and Letters of Credit** Details of outstanding amounts of guarantees invoked and funded by the Branch at the end of the year may be obtained from the management and reported in the following format; (a) Guarantees invoked, paid but not adjusted:		

S.No.	Date of Invocation	Name of the Party	Name of Beneficiary	Amount	Date of Recovery	Remarks
1						

	(b) Guarantees invoked but not paid	

S.No.	Date of Invocation	Name of the Party	Name of Beneficiary	Amount	Date of Recovery	Remarks

(ii)	Details of the outstanding amounts of letters of credit and co-acceptances funded by the Branch at the end of the year may be obtained from the management and reported in the following format:		

S.No.	Date of funding	Name of the party	Nature (LC/Co-acceptance etc.)	Amount	Date of Recovery	Remarks

6. (a)	**Other Assets** **Stationery and Stamps**		
(i)	Does the system of the Bank ensure adequate internal control cover issue and custody of stationery comprising, security items (Term Deposit Receipts, Drafts, Pay Orders, Cheque Books, Traveler's Cheques, Gift Cheques, etc.)? Whether the system is being followed by the branch?.		
(ii)	Have you come across cases of missing/lost items of such stationery?		
(b) (i)	**Suspense Accounts/ Sundry Assets** Does the system of the Bank ensure expeditious clearance of items debited to Suspense Account? Details of old outstanding entries may be obtained from the Branch and the reasons for delay in adjusting the entries may be ascertained. Does your scrutiny of the accounts under various sub-heads reveal balances, which in your opinion are not recoverable and would require a provision/ write-off? If so give details in the following format:		

Year	Amount (Rs.)	Remarks

(ii)	Does your test check indicate any unusual items in these accounts? If so, report their nature and the amounts involved.		
II	**<u>LIABILITIES</u>**		
1. (i)	**Deposits** Have the controlling authorities of the bank laid down any guidelines with respect to conduct and operations of Inoperative Accounts? In the cases instances where the guidelines laid down in this regard have not been followed? If yes, give details thereof.		
(ii)	After the balance sheet date and till the date of audit, whether there have been any unusual large movements (whether increase or decrease) in the aggregate deposits held at the year-end? If so, obtain the clarifications from the management and give your comments thereon.		
(iii)	Are there any overdue/ matured term deposits at the end of the year? Amounts thereof should be indicated.		
2. (i)	**Other Liabilities** **Bill Payable, Sundry Deposits etc.** The number of items and the aggregate amount of old outstanding items pending for three years or more may be obtained from the Branch and reported under appropriate heads. Does the scrutiny of the accounts under various sub-heads reveal old balances? If so, give details in the following format:		

Year	No. of Items	Amount(Rs.)	Remarks

(ii)	Does your test check indicate any unusual items or material withdrawals or debits in these accounts? If so, report their nature and the amounts involved.		

3.	**Contingent Liabilities** List of major items of the contingent liabilities (other than constituents' liabilities such as guarantees, letters of credit, acceptances, endorsements, etc.) not acknowledged by the Branch?		
III. 1.	**PROFIT AND LOSS ACCOUNT** Whether the branch has a system to compute discrepancies in interest/ discount and for timely adjustment thereof in accordance with the guidelines laid down in this regard by the controlling authorities of the bank? Has the test checking of interest revealed excess/ short credit of a material amount? If so, give details thereof.		
2.	Has the branch complied with the Income Recognition norms prescribed by R.B.I.? (The Auditor may refer to the instructions of the controlling authorities of the bank regarding charging of interest on non-performing assets).		
3.	Whether the branch has a system to compute discrepancies in interest on deposits and for timely adjustment of such discrepancies in accordance with the guidelines laid-down in this regard by the controlling authorities of the bank? Has the test check of interest on deposits revealed any excess/ short debit of the material amount? If so, give details thereof.		
4.	Does the bank have a system of estimating and providing interest accrued on overdue/ matured term deposits?		
5.	Are there any divergent trends in major items of income and expenditure, which are not satisfactorily explained by the branch? If so, the same may be reported upon. For this purpose, an appropriate statement may be obtained from the branch management explaining the divergent trends in major items of income and expenditure.		
IV. 1.	**GENERAL** **Books and Records**		
(a)	In case any books of account are maintained manually, does general scrutiny thereof indicates whether they have been properly maintained, with balances duly inked out and authenticated by the authorised signatories?		

(b)	In respect of computerized branches: ♦ Whether hard copies of accounts are printed regularly? ♦ Indicate the extent of computerization and the areas of operation covered. ♦ Are the access and data security measures and other internal controls adequate? ♦ Whether regular back-ups of accounts and off-site storage are maintained as per the guidelines of the controlling authorities of the bank? ♦ Whether adequate contingency and disaster recovery plans are in place for loss/encryption of data? ♦ Do you have any suggestions for the improvement in the system with regard to computerized operations of the branch?		
2.	**Reconciliation of Control and Subsidiary Records.** Have the figures, as at the year-end, in the control and subsidiary records been reconciled? If not, the last date upto which such figures have been reconciled should be given under the respective heads, preferably in the following format:		

Account	Date	General Ledger Balance(Rs.)	Subsidiary Balance (Rs.)	Last Date on which balanced

3. (i)	**Inter Branch Accounts** Does the branch forward on a daily basis to a designated cell/ Head Office, a statement of debit/ credit transactions in relation to other branches?		
(ii)	Does a check of the balances in the Head Office Account as shown in the said statement during and as at the year-end reveal that the same is in agreement with the Head Office Account in the general ledger?		
(iii)	Are there any outstanding debits in the Head Office Account in respect of inter-branch transactions?		
(iv)	Does the branch expeditiously comply with/ respond to the communications from the designated cell/ Head Office as regards unmatched transactions? As at the year-end are there any unresponded/ uncomplied queries or communications? If so, give details?		
(v)	Have you come across items of double responses in the Head Office Account? If so, give details?		

(vi)	Are there any old/ large outstanding transaction/ entries at debits as at year-end which remain unexplained in the accounts relatable to inter-branch adjustments?		
4. (i)	**Audits/ Inspections** Is the branch covered by concurrent audit or any other audit/ inspection during the year?		
(ii)	In framing your audit report, have you considered the major adverse comments arising out of the latest reports of the previous auditors, concurrent auditors, stock auditors or internal auditors, or in the Inspection Report of the Reserve Bank of India? State the various adverse features persisting in the branch though brought out in these audit/ inspection reports.		
5.	**Frauds** Furnish particulars of frauds discovered during the year under audit at the branch, together with your suggestions, if any, to minimize the possibilities of their occurrence.		

6. (i)	**Miscellaneous** Does the examination of the accounts indicate possible window dressing?		
(ii)	Does the branch maintain records of all the fixed assets acquired and held by it irrespective of whether the values thereof or depreciation thereon have been centralised? Where documents of title in relation to branch or other branches are available at the branch, whether the same have been verified.		
(iii)	Are there any other matters, which you as a branch auditor would like to bring to the notice of the management or the Central Statutory Auditors?		

A	**Foreign Exchange Transactions**		
i	Are there any material adverse features pointed out in the reports of concurrent auditors, internal auditors and / or the Reserve Bank of India's inspection report which continue to persist in relation to NRE/NRO/NRNR/FCNR-B/EEFC/REC and other similar deposit account If so, furnish the particulars of such adverse features.		
ii	Whether the Branch has followed the instructions and guidelines of the controlling authorities of the bank with to the following in relation to the foreign exchange. If not, state the irregularities: (a) Deposits (b) Advances (c) Exports bills (d) Bills for collection (e) Dealing room operations (where a branch has one) (f) Any other area		

iii	Obtain a list of all Nostro Accounts maintained/operated by the Branch form the branch management. (a) Are the Nostro Accounts regularly operated? (b) Are periodic balance confirmations obtained from all concerned overseas branches/correspondents? (c) Are these accounts duly reconciled periodically? Your observations on the reconciliation may be reported.		
iv	Does the Branch follows the prescribed procedures in relation to maintenance of Vostro Accounts?		
B	**Advance in excess of Rs. 100 crores**		
i	In respect of borrowers with outstanding of Rs. 2.00 crore and above, the information in the enclosed format should be obtained from the Branch Management. Comments of the Branch Auditor on advances with significant adverse features and which might need the attention of the management/Central Statutory Auditors should be appended to the Long From Audit Report.		
ii	What, in your opinion, are the major shortcomings in credit appraisal, monitoring etc.		
III	List the accounts (with outstanding in excess of Rs. 1.00 crore), which have either been downgraded or upgraded with regard to their classification as Non Performing Asset or Standard Asset during the year and the reasons therefore.		
C	**Branches dealing in recoveries of Non performing assets such as asset recoveries branches**		
D	**For branches dealing in clearing house operations, normally referred to as Service branches**		

For XYZ & Co.
Chartered Accountants
(Firm Regn. No:-……….)

Partner ………..

Place:
Date:

ANNEXURE TO AUDITOR'S REPORT

Referred to in paragraph 1 of our report of even date,

(i) a) The company has maintained proper records showing full particulars including quantitative details and situation of fixed assets.

b) As explained to us, the fixed assets have been physically verified by the management once in a year, which in our opinion is reasonable having regard to the size of the company. We are informed that discrepancies noticed on verification were not material and have been properly dealt with in the books of account.

c) There was no substantial disposal of fixed assets during the year.

(ii) a) The physical verification of the inventory has been carried out by the management during the year in a phased manner such that significant part of the inventories is verified once in a year. In our opinion, the frequency of such verification is reasonable having regard to the size of the company and the nature of its business.

b) The procedure of physical verification of inventories followed by the management is reasonable and adequate in relation to the size of the company and the nature of its business.

c) On the basis of our examination of the records of inventory, we are of the opinion that the company is maintaining proper records of inventory. The discrepancies noticed on verification between the physical stocks and book records were not material and have been properly dealt with in the books of account.

(iii) a) According to the information and explanation given to us, the company has not granted loans secured or unsecured to the companies, firms or other parties covered in the register maintained under section 301 of the Companies Act, 1956. Accordingly, the provisions of clause 4(iii) (b), (c) and (d) of the above said order are not applicable to the company.

b) The company has taken unsecured loans from the directors. There are five parties covered in the register maintained under section 301 of the Companies Act, 1956 from whom the company has taken loans. The sum of maximum amounts outstanding during the year from these parties was Rs. _________/- and the year-end balance from such parties was Rs. _________/-.

c) In our opinion, the rate of interest and other terms and conditions of loans taken by the company from parties listed in the register maintained under section 301 of the Companies Act, 1956, secured or unsecured, are prima facie not prejudicial to the interest of the company.

d) The company is regular in repaying the principal amount and has been regular in payment of interest.

(iv) In our opinion and according to the information and explanations given to us, there are adequate internal control systems commensurate with the size of the company and the nature of its business with regard to purchase of inventory, fixed assets and sale of goods and services. In our opinion there is no continuing failure to correct major weaknesses in the internal control system.

(v) According to the information and explanations given to us, the company has no transactions that need to be entered into a register in pursuance of Section 301 of the Companies Act, 1956. Therefore, Clause 4(v) (b) of the Companies (Auditor's Report) Order, 2003 is not applicable to the Company.

(vi) The Company has not accepted any deposit from the public within the meaning of Section 58A, 58 AA or any other relevant provisions of the Act.

(vii) In our opinion, the internal audit system is largely commensurate with the size of the company and nature of its business.

(viii) The Central Government has not prescribed under section 209(1)(d) of the Companies Act, 1956 the maintenance of cost records in respect of any of the activities of the Company.

(ix) (a) According to the records of the company, the company is generally regular in depositing, with the appropriate authorities, undisputed statutory dues including provident fund, Investor Education and Protection Fund, Employees' State Insurance, Income Tax, Sales tax, Wealth tax, Service Tax, Custom Duty, cess and any other statutory dues with the appropriate authorities. According to the information and explanations given to us, no undisputed amounts payable in respect of such statutory liabilities outstanding as at 31st March, 2010 for a period of more than six months from the date they became payable.

(b) According to the information and explanations given to us, there are no dues of sales tax, income tax, custom duty, wealth tax, service tax, excise duty, cess that have not been deposited on account of any dispute.

(x) The Company has no accumulated losses at the end of the financial year and has not incurred cash losses in the financial year and in the immediately preceding financial year.

(xi) In our opinion and according to the information and explanations given to us, the company has not defaulted in repayment of dues to any financial institution or bank.

(xii) In our opinion and according to the information and explanations given to us, the Company has not granted any loans and advances on the basis of security by way of pledge of shares, debentures and other securities.

(xiii) In our opinion, the company is not a chit fund or a nidhi/mutual benefit fund/society. Therefore, clause 4(xiii) of the Companies (Auditor's Report) Order, 2003 is not applicable to the company.

(xiv) In our opinion, the company is not dealing in or trading in shares, securities, debentures and other investments. Therefore, clause 4(xiv) of the Companies (Auditor's Report) Order, 2003 is not applicable to the company.

(xv) According to the information and explanations given to us, the company has not given any guarantee for loans taken by others from banks or financial institutions.

(xvi) As per the information and explanations given to us and on an overall examination of the Balance Sheet of the company, in our opinion, the term loans taken by the Company during the year were applied for the purpose for which the loans were obtained.

(xvii) According to the information and explanations given to us and on an overall examination of the Balance Sheet of the company, in our opinion, no fund raised on short term basis have been used for long term investment.

(xviii) We are informed that the Company has not made any preferential allotment of shares to parties and companies covered in the Register maintained under Section 301 of the Companies Act, 1956, during the year.

(xix) As per the information and explanations given to us, the Company has not raised any fund by way of issue of debentures/bonds.

(xx) The company has not raised any money by way of public issue during the year.

(xxi) According to the information and explanations given by the management, no fraud on or by the company has been noticed or reported during the year.

For **ABC**
CHARTERED ACCOUNTANTS
(Firm Regn. No:-……….)

CA. ………..
PARTNER
(M.No………)

Place:
Date :

LETTER OF REPRESENTATION

Written representations – A written statement by management provided to the auditor to confirm certain matters or to support other audit evidence. Written representations in this context do not include financial statements, the assertions therein, or supporting books and records.

The auditor shall request management to provide a written representation that it has fulfilled its responsibility for the preparation and presentation of the financial statements as set out in the terms of the audit engagement and, in particular, whether the financial statements are prepared and presented in accordance with the applicable financial reporting framework

If the auditor has concerns about the competence, integrity, ethical values or diligence of management, or about its commitment to or enforcement of these, the auditor shall determine the effect that such concerns may have on the reliability of representations (oral or written) and audit evidence in general.

In particular, if written representations are inconsistent with other audit evidence, the auditor shall perform audit procedures to attempt to resolve the Written Representations matter. If the matter remains unresolved, the auditor shall reconsider the Assessment of the competence, integrity, ethical values or diligence of management, or of its commitment to or enforcement of these, and shall determine the effect that this may have on the reliability of representations (oral or written) and audit evidence in general.

FORMAT OF REPRESENTATION LETTER

(To be obtained on client's letterhead)

Date: ______________________
(Being the same date of audit report)

M/s XYZ & CO.
Chartered Accountants
(Mention the office address)

Sir,

This representation letter is provided in connection with your audit of Balance Sheet, Profit & Loss Account and Cash Flow Statement of _________________________(*Name of entity*), as of 31st March,_____________ and for the period then ended, for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of _______________(*name of entity*) in conformity with accounting standards generally accepted in the India. We acknowledge our responsibility for the fair presentation in the financial statements of financial positions, results of operations, and cash flows in conformity with generally accepted accounting standards in accordance with the recognised accounting standards.

Certain representations in this letter are described as being limited to matters that material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by his omission or misstatement.

We confirm to the best of our knowledge and belief, as of _______________ (*date of auditor's report*), the following representations made to you during your audit(s):

1. That in preparation of the annual accounts, the applicable accounting standards has been followed and no material departures have been made from the same;

2. We had taken proper and sufficient care for the maintenance of adequate accounting records in accordance with the provisions of applicable laws, for safeguarding the assets of the firm and for preventing and detecting fraud and other irregularities;

3. The firm has prepared the annual accounts on a going concern basis;

4. We have made available to you all:

a. Financial records and related data.
b. Minutes of the meetings of stockholders, directors, and committees of directors, or summaries of actions of recent meetings for which minutes have yet been prepared.

5. There have been no communications from regulatory agencies concerning non-compliance with or deficiencies in financial reporting practices.

6. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.

7. We believe that the effects of the uncorrected financial statement misstatements summarized in the accompanying schedule are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

8. There has been no:

a. Fraud involving management or employees who have significant roles in internal control.
b. Fraud involving others that could have a material effect on the financial statements.

9. The company has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

10. The following have been properly recorded or disclosed in the financial statements:

a. Related-party transactions, including sales, purchases, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
b. Guarantees, whether written or oral, under which the company/firm* is contingently liable.
c. Significant estimates and material concentrations known to management are disclosed properly.

11. There are no:

a. Violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.

b. Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with AS – 17, Accounting for Contingencies.

12. The company has satisfactory title to all owned assets and are duly utilised for the business purpose only. There are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except for those as mentioned in schedule enclosed. None of the fixed assets have been revalued during the year;

13. The company has complied with all aspect of contractual agreements that would have a material effect on the financial statement in the event of non-compliance. ***{Add additional representations that are unique to the entity's business or industry}***

14. That all the foreign exchange transactions as regard export proceeds, remittance towards Imports and expenses towards other foreign currency expenses on account of travel etc. are as per RBI guidelines and there is no violation of any of the provisions of Foreign Exchange Management Act (FEMA);

15. That the firm has not entered into any "International Transactions", as defined by Section 92B of the Act. In case there is any "International Transaction" has took place during the year it was at "Arm's Length Price" only, i.e. the transactions had been taken place at prevailing market rate and there is no element of under/over invoicing in these transactions. During the year the firm has dealt with the "Associated Enterprises" as defined u/s 92A of the Act. We produce herewith the list of "Associated Enterprises" in Annexure-1.

16. That the firm has used "Comparable uncontrolled method" / "resale price method" / "Cost plus method" / "Profit Split Method"/ "Transactional net margin method" to determined the arms length price for the purpose of International Transactions with the "Associated Enterprises". The firm has maintained the record prescribed under Rule 10D of the Income Tax Rules for the purpose of determining "Arm's Length Price";

17. That any gain or loss on account of exchange rate fluctuation were debited / credited to the Profit & Loss Account under the head "Foreign Exchange gain/loss A/c". The closing balance of all current assets & current liabilities (Related to Foreign Exchange Transactions only) are restated at the exchange rates as given in Annexure-2 prevailing at the year end;

18. There is no related party transaction, except the transactions as mentioned in Annexure-2. The transactions as mentioned in Annexure-3 have been taken place at the market competitive prices only.

19. The cash in hand was physically verified and agreeing as shown in the financial statements. The firm has the bank accounts as mentioned in Annexure-No., which were duly reconciled up to 31.03.20.. .

20. That physical valuation of stock was done periodically by the firm and no material discrepancy was observed. The valuation of the same was done according to the accepted accounting principles, i.e. FIFO, Average Rate and at Cost or Market realisable Value, whichever is lower. Please find enclosed Annexure-5 for complete item-wise detail of the Stock-in-hand of Raw Material / Work-in progress / finished goods;

21. That there is no personal / Capital expenditure debited to the Profit & Loss Account;

22. That all the Current Assets & Current Liabilities are stated at their realizable value;

23. That the firm has not violated any provisions regarding Deduction of Tax at Source as prescribed by Income Tax Act, 1961; To the best of our knowledge and belief, no events have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforesaid financial statements.

____

[*Name of Chief Executive Officer and title*]

Note: * Delete whichever is not applicable
Taking management representation letter is mandatory as per clause # ____ of PARY Manual. Refusal to furnish it will generally result in either a disclaimer of opinion or withdrawal from engagement, depending upon the effect of non-compliance.

LETTER OF REPRESENTATION IN CASE OF IT COMPANY

Date: ____________________
(Being the same date of audit report)

M/s XYZ & CO.
Chartered Accountants
(Mention the office address)

Sir,

This representation letter is provided in connection with your Audit of the financial statements of _______________________ for the year ended 31st March 20__ for the purpose of expressing an opinion as to whether the financial statements give a true and fair view of the financial position of ____________ (name of firm) as of 31st March 20__ and of the results of operations for the period then ended. We acknowledge our responsibility for preparation of financial statements in accordance with the requirements of the Companies Act, 1956 and recognized accounting policies and practices, including the Accounting Standards issued by the Institute of Chartered Accountants of India.

We confirm, to the best of our knowledge and belief, the following representations:

I. ACCOUNTS

1. The accounts present a true and fair view on the historical cost basis of the state of affairs of the Company for the year ended on that date, in conformity with generally accepted accounting principles and in compliance with the Companies Act, 1956.

2. The accounts, a draft of which is signed for identification with this letter, have been formally submitted to, and approved by, the Board of Directors.

3. We have made available to you all financial records and related data.

4. The accounting records underlying the accounts accurately and fairly reflect, in reasonable detail, the transactions of the Company.

5. There are no items of income/expenditure accrued or due as at the year-end but not taken into account, except to the extent disclosed in Notes to Accounts.

II. ACCOUNTING POLICIES

The accounting policies, which are material or critical in determining the results of operations for the year or financial position, are set out in the financial statements and are consistent with those adopted in the Financial Statement for the previous years. The financial statements are prepared on accrual basis.

III. ASSETS

1. The Company has satisfactory title to all owned assets and all liens or encumbrances on assets, which have been mortgaged and hypothecated, have been properly disclosed in the financial statements.

2. The additions and disposals of the fixed assets have been duly authorized/ sanctioned by the competent authority.

<u>Fixed Assets</u>

3. The net book values at which fixed assets are stated in the Balance Sheet are arrived at:

   a) After taking into account all capital expenditure on additions thereto, but no expenditure properly chargeable to revenue;

b) After eliminating the cost and accumulated depreciation relating to items sold, discarded, demolished or destroyed.

c) After providing adequate depreciation on fixed assets during the year.

Capital Commitments

4. At the Balance Sheet date, there were no outstanding commitments for capital expenditure excepting those disclosed in Note to the Financial Statements.

5. No offers of right issues were received during the year and hence they have not been renounced in favor of third parties without consideration.

6. The Company has clear title to all its investments including such investments which are in the process of being registered in the name of the Company or which are not held in the name of the company. There are no charges against the investments of the Company except those disclosed in the accounts.

Dues to SSI Units

7. There are no dues to be payable by the company to SSI Units as on 31st March 20.. .

Service Tax

8. During the year, the company has not collected the Service Tax on the Services provided by it as Service Tax Laws are not applicable to the company.

Debtors, Loans and Advances

9. The following items appearing in the books as at 31st March 20__ (date of the Balance Sheet) are considered good and fully recoverable with the exception of those specifically shown as "doubtful" in the Balance Sheet.

Amount (Rs.)

Particulars	**20.. – 20.. (Current Year)**	**20.. – 20.. (Previous Year)**
Sundry Debtors Outstanding for more than Six Months Other Debts		
Other Current Assets		

10. **Cash Balance**

    We hereby certify that the closing balance of Cash and Cheques as on 31st March 20.. was physically verified by us and was found to be tallied with the balance as per cashbook. The balance of cash and cheques as on 31st March 20.. are as follows:

Particulars	**20.. – 20.. (Current Year)**	**20.. – 20.. (Previous Year)**
Cash in Hand		

IV. OTHER LIABILITIES

1. We have recorded all known liabilities in the financial statements.

2. We have disclosed in notes to the statements all the guarantees that we have given to third parties and all other contingent liabilities.

Provisions for Claims and Losses

3. Provision has been made in the accounts for all known losses and claim of material amounts.

4. There have been no events subsequent to the Balance Sheet date, which require adjustment of, or disclosure in, the financial statements or notes thereto.

5. No events have occurred subsequent to the Balance Sheet date that would require adjustment to, or disclosure in, the financial statements.

V. PROFIT AND LOSS ACCOUNT

1. Except as disclosed in the financial statements, the results for the year were not materially affected by:
   a) Transactions of a nature not usually undertaken by the Company;
   b) Circumstances of an exceptional or non-recurring nature;
   c) Charges of credits relating to prior years;
   d) Changes in accounting policies.

VI. REVENUE

All Incomes from Letting of Rooms in the Serviced Apartments which have become due have been recognized in the books.

VII. GENERAL

1. The Losses arising from sale and purchase commitments have been appropriately and adequately disclosed in the financial statements:

2. The financial statements are free of material mis-statements.

3. There have been no -
   a) Irregularities involving management or employees who have significant roles in the system of internal accounting control;
   b) Irregularities involving other employees that could have a material effect on the accounts;
   c) Communications concerning non-compliance with or deficiencies in financial reporting practices that could have a material effect on the accounts.

4. We have no plans or intentions that may materially affect adversely the carrying value or classification of assets and liabilities.

5. The following have, where material, and if required under the Indian Companies Act, 1956, been properly recorded and disclosed in the accounts:

   Related party transactions and related amounts, receivable or payable, including sales, purchases, loans, transfers, leasing arrangements and guarantees.

6. There are no contraventions or possible contraventions of laws or regulations, whose effect should be considered for disclosure in the accounts of the Company or as a basis for recording a loss provision.

7. There are no unasserted claims that our legal advisers have advised us are probable of assertion and which should be disclosed, or other material liabilities or gain or loss contingencies requiring be accruing or disclosing.

8. We have complied with all aspects of contractual agreements that would have a material effect on the accounts in the event of non-compliance.

There has been no non-compliance with the requirements of regulatory authorities that could have a material effect on the financial statements in the event of non-compliance.

9. The directors are not indebted to the Company

10. The related persons of the directors did not have any indebtedness (or agreement concerning indebtedness) to the Company at or at any time during the year other than the advances taken for business expenses.

11. In respect of transactions or arrangements by the Company in which any director has a direct or indirect material interest, the provisions of the Companies Act, 1956 have been fully complied with.

For ABCD Ltd.

Authorized signatory

Place:

Date:

<u>MANAGEMENT REPRESENTATION LETTER FOR BANK BRANCH</u>

Date: ____________________
(Being the same date of audit report)

M/s XYZ & CO.
Chartered Accountants
(Mention the office address)

<u>Ref: Statutory Audit for the Financial Year 20.. /20..</u>

Dear Sir,

This is with reference to above, we do hereby confirm and declare that:

1. All known liabilities have been incorporated up to the year–end i.e. as on 31^{st} March, 20.. and there is no liability contingent or otherwise except to the extent disclosed in the financial accounts.

2. Provisions for all expenses such as rent, electricity & water, insurance, salary, municipal taxes, annual maintenance contracts etc. have been made at the year- end wherever required.

3. Branch is fully computerized and member of 'Core Banking Solutions' (CBS).

4. The cash holding limit is Rs. --- lacs for the branch. The insurance for the same is taken care off at HO Level.

5. Branch has not provided any loan to any of the director of the bank.

6. No advances are made under PMRY or any Govt. sponsored scheme.

7. Branch has not made any advance to any party engaged in leasing finance business.

8. Branch does not engage in credit card business.

9. Branch is not maintaining any account with RBI and any other bank.

10. Branch is not maintaining any NOSTRO/ VOSTRO account.

11. Branch has not kept any money at call and short notice during the year.

12. The branch has not repaid amount of Term Deposit in cash for an amount of Rs.20,000/- or more.

13. There is no unusual large movement in deposits since date of Balance Sheet i.e. 31-03-20.. .

14. During the year, the branch has incurred no expenses for any purpose which is an offence or which is prohibited by law.

15. No payments attracting the provisions of Sec. 40A(3) have been made during the year.

16. No capital expenditure has been debited in the P&L a/c

17. Fixed assets have been physically verified during the year ended 31.03.20.. and no discrepancy were found.

18. No Rehabilitation programmed has been undertaken during the year.

19. The Bank has opted out of the DICGC. There are no pending claims in ECGC.

20. No compromise/ settlement and write-off/ waivers for more than Rs. 50 lacs were there during the year ended 31.03.20.. except the following: -

21. There is no case of lost or missing DD/Cheque or other items of security papers etc. during the year under audit.

22. No fraud has been detected/ reported in the branch during the year.

23. There are no claims against the Branch either legally or otherwise made/ pending as on 31.03.20.. .

24. We have deducted tax in all applicable cases and at the appropriate rate and remitted the same within the respective due dates.

25. No panel proceedings have been initiated against the branch under any law for time being in force and further confirm that the branch has not paid any sum as “fine or penalty” during the year.

26. We have not incurred any expenditure for any purpose which is an offence or which is prohibited by law for the time being in force during the year ended 31.03.20.. .

27. No expenditure of personal nature has been debited to the profit & loss account.

28. We confirm that there were no instances of taking legal action for recovery or recalling of advance wherever such directions have been received from RO/ HO.

29. There are no documents relating to other Branches which are held in this Branch.

Thanking You,

Yours Faithfully,

For ABC BANK
Branch- ABC

(Astt. General Manager)

LETTER OF REPRESENTATION FOR CO-OPEARTIVE SOCIETY

Date: ______________________
(Being the same date of audit report)

M/s XYZ & CO.
Chartered Accountants
(Mention the office address)

Sir,

This representation letter is provided in connection with your audit of the financial statements of XYZ Ltd. for the year ended 31st March, 20.. for the purpose of expressing as to whether the financial statements give a true and fair view of the financial position of XYZ Ltd. as on 31st March, 20.. and of the results of operations for the year then ended. We acknowledge our responsibility for preparation of financial statements in accordance with the requirements of the **Multi-State Co-operative Societies Act, 2002** and recognized accounting policies and practices, including the Accounting Standards issued by the Institute of Chartered Accountants of India.

We confirm the following representation:

Accounting Policies

1. The accounting policies are material or critical in determining the results of operations for the year or financial statements and are consistent with those adopted in the financial statements for the previous year. The financial statements are prepared on accrual basis.

Assets

2. The Federation has a satisfactory title to all assets and there are no liens or encumbrances on the federation's assets, except for those which are disclosed at appropriate places in the financial statements.

Fixed Assets

3. The net book values at which fixed assets are stated in the Balance Sheet are arrived at:

   a) after taking into account all capital expenditure on additions thereto;

b) after eliminating the cost and accumulated depreciation relating to items sold, discarded, demolished or destroyed;

c) after providing depreciation, as per rates and basis provided in Income Tax Act, 1961, on fixed assets during the period.

d) Physical verification of fixed assets is done at the end of the year.

e) XYZ Ltd. has clear title of all the Fixed Assets it possess.

Investments

4. All investments are long term investments.

5. Long-term investments have been valued at cost. There was no permanent diminution in the value of investments.

6. All the investments produced to you for physical verification belong to the entity and they do not include any investments held on behalf of any other person.

7. The entity has clear title to all its investments including such investments which are in the process of being registered in the name of the entity or which are not held in the name of the entity and there are no charges against the investments of the entity except those appearing in the records of the entity.

Inventories

8. Inventories at the year-end consisted of the following:

Raw Material	Nil
Work-in –progress	Nil
Finished Goods	Nil
Stores and Spare Parts	Nil
Packing Material	Nil
Stock in Transit	Nil
Total	Nil

9. All quantities were determined by actual physical count or weight or measurement as on 31.03.20.. and that was taken under our supervision and in accordance with written instructions.

10. All goods included in inventory are the property of the entity; none of the goods are held as consignee for others or as bailee except those reported in Financial Statements.

11. All inventory owned by the entity, anywhere located, have been recorded.

12. Inventories do not include goods sold to customers for which delivery is yet to be made.

Stores, Spares, Stock in trade and Work in Progress:

14. Stores and spares including uninstalled stores and spares are valued at cost. Cost is ascertained on First-In-First Out (FIFO) basis.

15. Stock-in-trade is valued at lower of cost or realizable value.

16. Loose tools are charged in the year of purchase.

17. No items of inventories has net realizable value in the ordinary course of business which is less then the amount at which it is included in inventories.

18. The basis of valuation is the same as that used in the previous year.

Debtors, Loans and Advances

19. The following items appearing in the books as at 31st March, 20.. are considered good and fully recoverable with the exception of those specifically shown as "doubtful" in the Balance Sheet.

Sundry Debtors	
Loans & Advances	

Other Current Assets

20. In the opinion of the Board of Directors, other current assets have a value on realization in the ordinary course of the Federation's business which is at least equal to the amount at which they are stated in the Balance Sheet.

Liabilities

21. We have recorded all known liabilities in the financial statements.

22. We have disclosed in notes to the financial statements all guarantees that we have given to third parties and all other contingent liabilities.

23. Contingent liabilities disclosed in the notes to the financial statements do not include definite liabilities.

24. No claim is pending against the branch by any outside party which has not been disclosed.

Provisions for Claims and Losses

25. Provision has been made in the accounts for all known losses and claims of material amounts.

26. There have been no events subsequent to the balance sheet date which require adjustment of or disclosure in, the financial statements or notes thereto.

Profit and Loss Account

27. Except due to the circumstances mentioned hereunder, the results for the year were not materially affected by any exceptional item.

    a) Circumstances of an exceptional or non-recurring nature.
    b) Charges or credits relating to prior years.

Related parties Transactions

28. We confirm the following representation in respect of related parties:

    a) We have identified all the related parties and transactions with all such parties. The information provided to you is complete in all respects.

    b) The disclosures made in the financial statements are adequate having regard to the framework under which the financial statements have been drawn.

    c) The financial statements are free from material misstatements, including omissions with regard to related parties and transactions with related parties.

TAX AUDIT

28. This is to certify that during the Financial Year 20…./20…. related to Assessment Year 20…./20…. :-

    a) Payments relating to any expenditure covered under Section 40A(3) of the Income Tax Act, 1961 were made through Account

Payee Cheques drawn on XYZ Ltd., Bank Account or Account Payee Bank Drafts as the case may be.

b) XYZ Ltd. has taken or accepted loan or deposit through the Account Payee Cheques or Account Payee Bank Drafts only and the repayment of the same has been made through Account Payee Cheques drawn on XYZ Ltd., Bank Account or Account Payee Bank Drafts as the case may be.

c) All the provisions of Tax Deducted at Source have been complied with, in accordance with the provisions of Chapter XVII-B of the Income Tax Act, 1961.

General

29. The following have been properly recorded and, when appropriate, adequately disclosed in the financial statements.

    a) Losses arising from sale and purchase commitments.
    b) Assets pledged as collateral, if any.

30. There have been no irregularities involving management or employees who have a significant role in the system of internal control that could have a material effect on the financial statements.

31. No fraud has been detected/ reported in the Federation during the year.

32. The financial statements are free of material misstatements, including omissions.

33. The Federation has complied with all aspects of contractual agreements that could have a material effect on the financial statements in the event of non-compliance. There has been no non-compliance with requirements of regulatory Authority that could have a material effect on the financial statements in the event of non-compliance.

34. We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities reflected in the financial statements.

35. Provisions for all expenses such as rent, electricity & water, insurance, salary, municipal taxes, annual maintenance contracts etc. have been made at the year- end wherever required.

36. During the year, the Federation has incurred no expenses for any purpose which is an offence or which is prohibited by law.

37. No payments attracting the provisions of Sec. 40A(3) have been made during the year.

38. No capital expenditure has been debited in the Profit & Loss account.

For ABC Ltd.

Branch Manager

NOTICES

1. A notice is basically an announcement containing information about an event.

2. The notice must be given by the proper summoning authority, which would normally be the Board of Directors.

3. If however a notice has been issued without authority, the requisite authority may be given by ratification by the proper summoning authority before the meeting is held and notice may thus become good.

NOTICE OF DISSOLUTION OF PARTNERSHIP

PUBLIC NOTICE is hereby given that the partnership heretofore subsisting between the undersigned and A B, etc. carrying on the business of …………………………........... at .... under the name and style of M/s .... is dissolved by mutual consent as from the .... day of ...., 20….

SD/-

On the letter Head of the Company

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General Meeting of the Company will be held at the (Place), (Time) (Date) to transact the following business:

Ordinary Business:

1. To receive and adopt the report of the Directors, the report of the Auditors and the Financial Statements of the Company for the year ended on 31st March, 20__.

2. To re-elect Mr. ……………………………. as a director of the Company, who retires in accordance with the Company's Articles of Association and offers himself for re-election.

3. To appoint auditors of the company.

Regd. Office:
Place ….……
………

Notes:
1. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and, on a poll, vote instead of himself. A proxy need not be a member of the Company. A form of proxy is enclosed.
2. Explanatory statement relating to special business is annexed to this Notice as required under section 173 of the Companies Act, 1956.
3. Members are requested to notify immediately change of address, if any, to company's Registered Office. While communicating to the company, please quote the folio number.

Shareholders desirous of obtaining any information concerning the accounts and operations of the company are requested to address their questions to the company's Head office, so as to reach (No. of Days) before the meeting to the extent possible.

FORM OF PROXY

I/We, the undersigned Promoter Chamber/Patron member/Associate Chamber/Ordinary member / Corporate Associate, member (strikeout whichever is not applicable) of **XYZ Limited Company** hereby appoint Mr./Ms.___________________________________ of___________________ as my/our proxy, to act for me/us at the Annual General meeting of the members of the Applicant Chamber to be held on (Date, time and Place) for the purpose of considering ordinary business or at such meeting and at any adjournment or adjournments thereof, to vote, for me/us and in my/our name, No. of votes _____________________ (put here, number of votes)

Dated this _____ day of ____________ 20..

Name: ____

Address: ____

Folio No/Registration No.___________________________ No. of Votes held: ______

Signature of Member: ____

Signature of Proxy: - ____

NOTICE OF RETIREMENT BY A PARTNER

....

....

Date ....

TO,
....
....

Dear Sir,

In terms of clause .... of Partnership Agreement dated .... and made or expressed to be made between the undersigned of the ONE PART and you both on the second and third parts, I hereby give you notice that I intend to retire from the partnership with effect from the .... day of ...., 20….

Yours faithfully,

....

Partner

NOTICE TO THE ASSESSING OFFICER / PRESCRIBED AUTHORITY UNDER SECTION 11(2) OF THE INCOME-TAX ACT, 1961

FORM No. 10
[See rule 17]

TO,

The Assessing Officer / Prescribed Authority,
..................…………
....................…………

I ... on behalf of.................. (Name of the trust / institution / association) hereby bring to your notice that it has been decided by a resolution passed by the trustees/governing body, by whatever name called, on............................... (date) (Copy enclosed) that, out of the income of the trust/institution/association for the previous year(s), relevant to the assessment year ....…..... And subsequent................. Previous year(s), an amount of Rs............... per cent of the income of the trust/institution/association/such sum as is available at the end of the previous year(s) should be accumulated or set apart till the previous year(s) ending .... in order to enable the trustees/governing body by whatever name called, to accumulate sufficient funds for carrying out the following purposes of the trust/association/institution:

....
....

2. Before expiry of six months commencing from the end of each previous year, the amount so accumulated or set apart has been/will be invested or deposited in any one or more of the forms or modes specified in sub-section (5) of section 11.

3. Copies of the annual accounts of the trust/institution/association along with details of investment (including deposits) and utilization, if any, of the money so accumulated or set apart will be furnished to you before the expiry of six months commencing from the end of each relevant previous year.

4. It is requested that, in view of our complying with the conditions laid down in section 11 (2) of the Income-tax Act, 1961, the benefit of that section may be given in the assessments of the trust/exempting the income in respect of the trust/institution/ association in respect of the incomes accumulated or set apart as mentioned above.

Date ....
Signature.......................

Designation.....................
Address........................

Notes;
This notice should be signed by a trustee/principal officer.
Delete the inappropriate words.

NOTICE TO DEBTOR TO PAY DEBT

Registered A.D.

....
Advocate
....
....
Date ....

TO,

....
....…
....

Dear Sir,

Under instructions from Shri .... I hereby give you notice to pay the sum of Rs. .... borrowed by you from the said .... on .... on a promissory note dated .... together with all interest due in respect hereof on the date of payment, failing which, 1 have instructions to file a suit for recovery of the amount due with interest and costs without any further reference to you, which you may please note.

Yours faithfully,

Advocate

NOTICE TO THE REGISTRAR OF FIRMS UNDER SECTION 63, INDIAN PARTNERSHIP ACT, 1932

....
Advocate
....

Date ....

TO,

The Registrar of Firms,
....
....

Dear Sir,

1. Under instructions from my client Shri A son of .... residing at .... I have to state that my client entered into a partnership with B, C and D for carrying on the business of .... at .... under the firm name M/s. .... by a deed of partnership dated .... The said partnership was registered with you at No. .... dated ....
2. In terms of clause .... of the deed of partnership, the said partnership was at will and has been dissolved by my client by a notice dated .... with effect from .... I hereby give you notice under section 63 of the Partnership Act to take a note of dissolution of the said partnership with effect from .... in the register of firms. The copy of the notice served by my client dissolving the firm is enclosed for your information and record.

Yours faithfully,
....
Advocate

Enclosures
1.Copy forwarded for information to:
Shri B son of ....
Shri C son of ....
Shri D son of ....

MINUTES

Minutes, also known as protocols, are the instant written record of a meeting or hearing. They often give an overview of the structure of the meeting, starting with a list of those present, a statement of the various issues before the participants, and each of their responses thereto. They are often created at the moment of the hearing by a typist or court recorder at the meeting, who may record the meeting in shorthand, and then prepare the minutes and issue them to the participants afterwards. Alternatively, the meeting may be audio recorded or a group's appointed or informally assigned Secretary may take notes, with minutes prepared later. However it is often important for the minutes to be brief and concentrate on material issues rather than being a verbatim report, so the minute-taker should have sufficient understanding of the subject matter to achieve this. The minutes of certain entities, such as a corporate board of directors, must be kept and are important legal documents.

The minutes represent a record of business transacted at a meeting. It is obligatory for every company to cause minutes of all proceedings of the general meeting of the Board of committees of the Board to be entered in the Minute Book.

The minutes of each meeting contain a fair and correct summary of the proceedings.

Minutes must be entered within 30 days of the conclusion of the meeting concerned. They have to be written by hand and typed minutes cannot be pasted in the Minute Book.

1. Ordinarily minutes cannot be kept in loose-leaf system.

2. Every page of the book, with pages consecutively numbered, should be initialed or signed and the last page shall be dated and signed.

3. HOW TO PREPARE MINUTES OF A MEETING

   - Make sure that all of the essential elements are noted, such as type of meeting, name of the organization, date and time, name of the chair or facilitator, main topics and the time of adjournment. For formal and corporate meetings include approval of previous minutes, and all resolutions.

- Prepare an outline based on the agenda ahead of time, and leave plenty of white space for notes. By having the topics already written down, you can jump right on to a new topic without pause.

- Prepare a list of expected attendees and check off the names as people enter the room. Or, you can pass around an attendance sheet for everyone to sign as the meeting starts.

- To be sure about who said what, make a map of the seating arrangement, and make sure to ask for introductions of unfamiliar people.

- Don't make the mistake of recording every single comment, but concentrate on getting the gist of the discussion and taking enough notes to summarize it later. Remember that minutes are the official record of what happened, not what was said, at a meeting.

- Use whatever device is comfortable for you, a notepad, a laptop computer, a tape recorder, a steno pad, shorthand. Many people routinely record important meetings as a backup to their notes.

- Be prepared! Study the issues to be discussed and ask a lot of questions ahead of time. If you have to fumble for understanding while you are making your notes, they won't make any sense to you later.

- Don't wait too long to type up the minutes, and be sure to have them approved by the chair or facilitator before distributing them to the attendees.

- Don't be intimidated, you may be called upon many times to take minutes of meetings, and the ability to produce concise, coherent minutes is widely admired and valued.

<u>Board Meeting Minutes</u>

ABC Co. Ltd
(Board Meeting Minutes: Month Day, Year)
(time and location)

Board Members:
Present:

1.____________

2.___________

3.____________

Absent: 1.____________

Quorum Present? Yes

Others Present:

1.____________

2.____________

Proceedings:

- *Meeting called to order* at __________by Chair, ___________
- (Last Month's) meeting minutes were amended and approved.

- *Chief Executive's Report:*
  - Recommends that if we are not able to find a new facility by the end of this month, the organization to stay wherein the current location over the winter. After brief discussion, Board agreed.
  - Staff members, Mr. ___________ and Mr. ___________ attended the National Practitioner's Network meeting in ____________(Name of the Place) last month and gave a brief extemporaneous presentation. Both are invited back the next year to give a longer presentation about our organization. After brief discussion, Board congratulated Mr. __________and asked him to pass on their congratulations to Ms. __________as well.
  - Mr. _________asserts that our organization must ensure its name is associated with whatever materials are distributed at that practitioner's

next year. The organization should generate revenues where possible from the materials, too.

- Mr. __________mentioned that staff member, Mrs. ________'s husband is ill and in the hospital. MOTION to send a gift to Mrs. _________'s husband, expressing the organization's sympathy and support; seconded and passed.

- *Finance Committee report* provided by Chair, Mr. ___________.
- Mr.________ explained that consultant, Mr. ___________reviewed the organization's bookkeeping procedures and found them to be satisfactory, in preparation for the upcoming yearly financial audit. Funds recommended that our company ensures the auditor provides a management letter along with the audit financial report.
- Mr.________ reviewed highlights, trends and issues from the balance sheet, income statement and cash flow statement. Issues include that high accounts receivables require Finance Committee attention to policies and procedures to ensure our organization receives more payments on time. After brief discussion of the issues and suggestions about how to ensure receiving payments on time, MOTION to accept financial statements; seconded and passed.

- *Board Development Committee's report* provided by Chair, Mr*. _________:*

- Mr.__________ reminded the Board of the scheduled retreat coming up in three months, and provided a drafted retreat schedule for board review. MOTION to accept the retreat agenda; seconded and passed.
- Mr. __________ presented members with a draft of the rewarded By-laws paragraph that would allow members to conduct actions over electronic mail. Mr. __________ suggested that Mr. _________ first seek legal counsel to verify if the proposed change is consistent with the state statute. Mr. ________ agreed to accept this action and notify members of the outcome in the next board meeting.

- *Other business:*

- Mr. __________ noted that he was working with staff member, to help develop an information management system plan, and that two weeks ago he (____________) mailed members three resumes from consultants to help with the plan in the mailing, __________asked members for their opinion to help select a consultant. Mr. __________ asked members for their opinions.(NOTE: Miss________ noted that she was also a computer consultant and was concerned about conflict of interest in her board roll regarding this selection, and asked to be ABSTAINED from this selection. Members agreed). The majority of members agreed on Lease-or-Buy Consultants. MOTION to use Lease-or-Buy consultants; seconded and passed.

- Mr. _____________ announced that she had recently hired a new secretary ___________ right when.

- *Assessment of the Meeting:*
- Mr. ____________ noted that the past three meetings have run over the intended to our time slot by half an hour. He asked members to be more mindful and focused during the discussions, and suggested that the board Development Chair take an action to identify solutions to this issue. Chair, Carver, agreed.

- Meeting adjourned at______________.
- Minutes submitted by Secretary, ______________.

Minutes of First Board Meeting of Private Ltd. Company

MINUTES OF THE FIRST BOARD MEETING OF THE BOARD OF DIRECTORS OF [NAME OF THE COMPANY] HELD ON [DATE] AT [TIME] AT [ADDRESS], THE REGISTERED OFFICE OF THE COMPANY

DIRECTORS PRESENT

[Name of the Directors]

CHAIRMAN OF THE MEETING

[Name of the Chairman] was unanimously elected pro-term Chairman of the Meeting till a permanent Chairman was appointed. He welcomed the Directors at the First Meeting of the Board of Directors. Thereafter he ascertained the quorum, and taken that the meeting was duly convened and properly constituted and agenda of the meeting was taken up.

1.CERTIFICATE OF INCORPORATION

The Certificate of Incorporation having Registration No. [CIN Number] dated [Date of incorporation]and a copy of Memorandum and Articles of Association registered with the Registrar of Companies[concerned state] were placed before the Board. The Board noted the same.

2.CONSTITUTION OF THE BOARD - APPOINTMENT OF FIRST DIRECTORS

The Chairman informed the Board that as per Clause _____ of the Articles of Association of the Company, [Name of First Directors] are being named as first Directors of the Company, constitute the Board of Directors in terms of the provisions of the Companies Act, 1956. The copy of Form No. 32 filed with the Registrar of Companies, [concerned state] was also placed before the Board for perusal. The Board thereafter passed the following resolution:

"**RESOLVED THAT** pursuant to the Clause 20 of the Articles of Association of the Company and Form No. 32 filed with the Registrar of Companies, [concerned state] [Name of First Directors] constitute the first Directors of the Board of Directors of the Company from the date of incorporation of the Company till the conclusion of the first Annual General Meeting of the Company."

3.TO TAKE NOTE OF THE DISCLOSURE OF INTEREST UNDER SECTION 299 AND CERTIFICATE UNDER SECTION 274 (1)(g) OF THE COMPANIES

ACT, 1956

The Chairman informed the Board that the Company has received the General Notice of disclosure for the Year [Financial year], pursuant to the provisions of Section 299 and certificate under Section - 274(1) (g) of the Companies Act, 1956 from all the directors of the Company. The same was read in the meeting and the Board took note of the same and passed following resolution with unanimous consent:

"RESOLVED THAT notices of interest of directors under section 299 and certificate under Section- 274(1)(g) of the Companies Act, 1956 as submitted by all the directors of the Company for the Financial Year [Financial year] be and are hereby taken on the record."

4.REGISTERED OFFICE OF THE COMPANY

A copy of Form No. 18 relating to the Registered Office of the Company filed with the Registrar of Companies, [concerned state], was placed before the Board. The Board discussed the matter and passed the following resolution:

"**RESOLVED THAT** the Registered Office of the company be situated at [Address of Registered Office]

"**RESOLVED FURTHER THAT** a name plate containing Company's name and address of the Registered Office be affixed at the registered office and that the Company's name and address of the Registered Office be mentioned in legible characters in all business letters, bill heads and letter papers and in all its notice and other official publications, etc., pursuant to Section 147 of the Companies Act, 1956."

5.FIRST AUDITORS OF THE COMPANY

The Chairman informed the Board that pursuant to Section 224(5) of the Companies Act, 1956, the company is required to appoint Statutory Auditors of the Company. He proposed that [Name of the Statutory Auditors], Chartered Accountants, having its office at [Address of the Office] may be appointed as first Auditors of the company. The Company has received a consent letter from [Name of the Statutory Auditors], Chartered Accountants, to act as Statutory Auditors of the Company and a certificate to the effect that their appointment as an Statutory Auditors, if made would be in accordance with the limit specified in Section 224(IB) of the Companies Act, 1956.The Board noted the same and after discussion, passed the following resolution unanimously:

"RESOLVED THAT pursuant to section 224(5) of the Companies Act, 1956 [Name of the Statutory Auditors], Chartered Accountants, having its office at [Address of the Office] be and are hereby appointed as first auditors of the company to hold the office until the conclusion of the first Annual General Meeting.

6. ADOPTION OF COMMON SEAL

The Chairman placed before the Board the proposed Common Seal of the Company for perusal. The Board perused the Common Seal and after discussion passed the following resolution:

"**RESOLVED THAT** the Seal as produced at this meeting be and is hereby approved and adopted as the Common Seal of the Company and that an impression of same be affixed in the margin of the minutes of this meeting and initialed by the Chairman.

"RESOLVED FURTHER THAT the said Common Seal be kept in the safe custody of Directors of the Company."

7. FINANCIAL YEAR OF THE COMPANY

The Board discussed the matter of fixing financial year of the Company and passed the following resolution :

"RESOLVED THAT the first "Financial Year" of the Company be the period starting from the date of incorporation of the Company viz [First Financial year] both days inclusive, and the first statement of accounts of the company shall relate to the same period.

"RESOLVED THAT the second and subsequent "Financial Year" of the company be the period from 1st April to 31st March, in each year unless decided otherwise."

8.SUBSCRIBERS TO THE MEMORANDUM

The Board was informed that following subscribers have agreed to subscribe to the equity shares of the company as per following details:

Sr.No.	Name of Subscribers	Numbers of equity shares subscribed

It was informed that the company is yet to receive share application money from the subscribers.The Board suggested that the subscribers may be approached for the subscription money and capital of the company be made fully paid up.

9. PRELIMINARY EXPENSES

The Chairman placed before the Board, a statement of preliminary expenses incurred in connection with the incorporation of the company and printing of Memorandum and Articles of Association of the Company and other expenses related thereto. It was pointed out that the total preliminary expenses amounting to Rs.____________ have so for been incurred. The Board discussed the matter whereupon, following resolution was passed :

"**RESOLVED THAT** the preliminary expenses amounting to Rs. ________ [In words] expended in connection with the incorporation/registration of the Company as per the statement placed before the meeting be and is hereby approved.

"RESOLVED FURTHER THAT the amount of preliminary expenses incurred by the Promoters in connection with the incorporation/registration of the Company be paid to them."

10. DIRECTORS FEE

The Chairman placed before the Board the matter regarding payment of fee to Directors for attending the meeting of the Board of Directors. The Board discussed the matter in detail and decided that no fee, traveling or such other expenses shall be paid to any Directors for attending the meeting of the Board of Directors for the time being. Thereafter the Board passed the following resolution:

"**RESOLVED THAT** no fee, travelling or such expenses shall be paid to any Director for attending the meeting of the Board of Directors or of a Sub-committee thereof, till such time the Board determines otherwise."

11. VOTE OF THANKS

There being no other business to transact, the meeting concluded with a vote of thanks to the chair.

Dated **CHAIRMAN**

PROCEEDINGS OF THE (No.) ANNUAL GENERAL MEETING OF THE SHAREHOLDERS OF ………………. LIMITED HELD ON (DAY), (DATE) AT THE (PLACE) AT (TIME).

PRESENT

Mr …………..,	Director
Mr. …………,	Managing Director
Mr. …………..	Director
Mr. …………,	Director & Member

…… Members in person representing ……………. equity shares; and

…. Member by proxy representing …….. equity shares

Mr …………………, Chairman of the Board, could not attend the general meeting. Mr …………, a member proposed the name of Mr ………….. to occupy the chair. Mr ………………………….., a member, seconded the proposal. The proposal was put to vote and was approved. Mr …………, Director, occupied the chair and conducted the proceedings of the general meeting

1. Chairman after confirming that the requisite quorum was present called the meeting to order. The Chairman introduced the members of the Board to the Shareholders present at the meeting. He also introduced Mr ……………. and Mr …………….., the new directors who were being co-opted as Additional Directors in the Board with effect from ………… .

2. The notice convening the meeting together with the explanatory statement was taken as read with the unanimous consent of the members present.

3. Chairman requested Mr. …………….., the Company Secretary to read the Auditor's report. The Company Secretary read the Auditor's Report dated ……. to the members. The annexure to the auditors' report was taken as read with the unanimous consent of the members present.

4. Thereafter the Chairman read out his statement to the Members.

5. Chairman then took up the business mentioned in the notice in seriatim.

ORDINARY BUSINESS :

1. <u>ADOPTION OF ACCOUNTS</u>

Mr. …………….., a member, proposed the following resolution as an ordinary resolution:

RESOLVED THAT the audited balance sheet as at …………. and the Profit and Loss account of the company for the year ended on that date, together with the Directors' Report and the Auditors' Report thereon as presented to the meeting be and hereby approved and adopted.

Mr ………………….., a member, seconded the resolution.

Chairman invited the members to raise queries, if any. Thereafter, some members sought clarifications on the accounts and spoke on other related issues.

Mr. ………….., who chaired the meeting and being Chairman of the Audit Committee answered the queries raised by the members. Mr. ………………., Managing Director also clarified certain queries raised by the members.

The resolution was then put to vote and on a show of hands, the Chairman declared the same as passed.

2. **<u>RE-APPOINTMENT OF MR ………………… AS DIRECTOR</u>**

Mr. ………………………. (Folio No……………), a member, proposed the following resolution as an ordinary resolution:
RESOLVED THAT Mr. ………………., who retires by rotation and being eligible for re-appointment be and is hereby re-appointed as a director of the company.

Mr. ……………………… a member, seconded the same.

The resolution was then put to vote and on a show of hands, the Chairman declared the same as passed nem con.

3. **<u>RE-APPOINTMENT OF STATUTORY AUDITORS</u>**

……………………., a member, proposed the following resolution as an ordinary resolution:

RESOLVED THAT the retiring auditors M/s. ……………………….., Chartered Accountants, Delhi, Registration Number …………….., be and are hereby re-appointed as auditors of this company to hold office from the conclusion of this meeting till the conclusion of the next Annual General Meeting of the company on such remuneration as may be fixed in this behalf by the Board of Directors of the Company.

Mr……………………………, a member, seconded the same.

The resolution was then put to vote and on a show of hands, the Chairman declared the same as passed nem con.

Mr. ……………………., Chairman of the meeting thanked the shareholders for their active participation in the annual general meeting and declared the meeting as closed.

Place	**CHAIRMAN OF THE MEETING**
Date	

XYZ CO. LIMITED

Minutes of (No.) Meeting of Board of Directors of XYZ CO. Limited held on (Day), (Date) at (Time) at Board Room, (Place)

Present

Mr. …………. – Chairman
Mr. …………. – Managing Director
Mr. …………..., Director
Mr. ……………, Director
Mr. ……………., Director

The Board noted that the quorum was present. The Chairman took the chair and welcomed all the Directors present at the 37th Meeting of the Board of Directors.

Agenda Item No…..

TO GRANT LEAVE OF ABSENCE

Leave of absence was granted to Mr. ……………, Mr. …………….., Mr. ……………., Mr. ……………., Mr……………….. on their request.

Agenda Item No…..

TO CONFIRM/RATIFY MINUTES OF (No.) MEETING OF BOARD OF DIRECTORS

Agenda Item No…….

TO CONFIRM AND RATIFY THE MINUTES OF VARIOUS COMMITTEES OF THE BOARD

Agenda Item No. ………

TO REVIEW ACTION TAKEN BY THE BOARD

Agenda Item No………

TO TAKE NOTE OF THE DISCLOSURE BY DIRECTORS UNDER SECTION 299 AND DECLARATION UNDER SECTION 274(1)(g) OF THE COMPANIES ACT, 1956

The Board was intimated about the receipt of Disclosure of Interest Under Section 299 and Declaration Under Section 274(1)(g) of The Companies Act 1956. Copies of the same were tabled before the Board for its perusal. The Board was further intimated that Disclosure from Mr. ………, Mr. ……….., Mr. …………, Mr. ………..

have been received and thereafter directed the Company Secretary to ask from remaining Directors for submission of the said declarations immediately so that proper compliance as per Company Law could be made.

The Board took the note of the same.

SUPPLEMENTARY AGENDA

Agenda Item No. ………

Agenda Item No. ………

ANY OTHER ITEM WITH THE PERMISSION OF THE CHAIRMAN

Chairman

MINUTES

Minutes, also known as protocols, are the instant written record of a meeting or hearing. They often give an overview of the structure of the meeting, starting with a list of those present, a statement of the various issues before the participants, and each of their responses thereto. They are often created at the moment of the hearing by a typist or court recorder at the meeting, who may record the meeting in shorthand, and then prepare the minutes and issue them to the participants afterwards. Alternatively, the meeting may be audio recorded or a group's appointed or informally assigned Secretary may take notes, with minutes prepared later. However it is often important for the minutes to be brief and concentrate on material issues rather than being a verbatim report, so the minute-taker should have sufficient understanding of the subject matter to achieve this. The minutes of certain entities, such as a corporate board of directors, must be kept and are important legal documents.

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The minutes of each meeting contain a fair and correct summary of the proceedings.

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2. Every page of the book, with pages consecutively numbered, should be initialed or signed and the last page shall be dated and signed.

3. HOW TO PREPARE MINUTES OF A MEETING

   - Make sure that all of the essential elements are noted, such as type of meeting, name of the organization, date and time, name of the chair or facilitator, main topics and the time of adjournment. For formal and corporate meetings include approval of previous minutes, and all resolutions.

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- Prepare a list of expected attendees and check off the names as people enter the room. Or, you can pass around an attendance sheet for everyone to sign as the meeting starts.

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- Use whatever device is comfortable for you, a notepad, a laptop computer, a tape recorder, a steno pad, shorthand. Many people routinely record important meetings as a backup to their notes.

- Be prepared! Study the issues to be discussed and ask a lot of questions ahead of time. If you have to fumble for understanding while you are making your notes, they won't make any sense to you later.

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- Don't be intimidated, you may be called upon many times to take minutes of meetings, and the ability to produce concise, coherent minutes is widely admired and valued.

Board Meeting Minutes

ABC Co. Ltd
(Board Meeting Minutes: Month Day, Year)
(time and location)

Board Members:
Present:

1.____________

2.___________

3.____________

Absent: 1.____________

Quorum Present? Yes

Others Present:

1.____________

2.____________

Proceedings:

- *Meeting called to order* at __________by Chair, ___________
- (Last Month's) meeting minutes were amended and approved.

- *Chief Executive's Report:*
  - Recommends that if we are not able to find a new facility by the end of this month, the organization to stay wherein the current location over the winter. After brief discussion, Board agreed.
  - Staff members, Mr. ___________ and Mr. ___________ attended the National Practitioner's Network meeting in ____________(Name of the Place) last month and gave a brief extemporaneous presentation. Both are invited back the next year to give a longer presentation about our organization. After brief discussion, Board congratulated Mr. __________and asked him to pass on their congratulations to Ms. __________as well.
  - Mr. _________asserts that our organization must ensure its name is associated with whatever materials are distributed at that practitioner's

next year. The organization should generate revenues where possible from the materials, too.

- Mr. __________mentioned that staff member, Mrs. ________'s husband is ill and in the hospital. MOTION to send a gift to Mrs. _________'s husband, expressing the organization's sympathy and support; seconded and passed.

- *Finance Committee report* provided by Chair, Mr. ___________.
- Mr.________ explained that consultant, Mr. ___________reviewed the organization's bookkeeping procedures and found them to be satisfactory, in preparation for the upcoming yearly financial audit. Funds recommended that our company ensures the auditor provides a management letter along with the audit financial report.
- Mr.________ reviewed highlights, trends and issues from the balance sheet, income statement and cash flow statement. Issues include that high accounts receivables require Finance Committee attention to policies and procedures to ensure our organization receives more payments on time. After brief discussion of the issues and suggestions about how to ensure receiving payments on time, MOTION to accept financial statements; seconded and passed.

• *Board Development Committee's report* provided by Chair, Mr. *_________:*

- Mr.__________ reminded the Board of the scheduled retreat coming up in three months, and provided a drafted retreat schedule for board review. MOTION to accept the retreat agenda; seconded and passed.
- Mr. __________ presented members with a draft of the rewarded By-laws paragraph that would allow members to conduct actions over electronic mail. Mr. __________ suggested that Mr. _________ first seek legal counsel to verify if the proposed change is consistent with the state statute. Mr. ________ agreed to accept this action and notify members of the outcome in the next board meeting.

• *Other business:*

- Mr. __________ noted that he was working with staff member, to help develop an information management system plan, and that two weeks ago he (____________) mailed members three resumes from consultants to help with the plan in the mailing, __________asked members for their opinion to help select a consultant. Mr. __________ asked members for their opinions.(NOTE: Miss________ noted that she was also a computer consultant and was concerned about conflict of interest in her board roll regarding this selection, and asked to be ABSTAINED from this selection. Members agreed). The majority of members agreed on Lease-or-Buy Consultants. MOTION to use Lease-or-Buy consultants; seconded and passed.

- Mr. _____________ announced that she had recently hired a new secretary ___________ right when.

- *Assessment of the Meeting:*
- Mr. ____________ noted that the past three meetings have run over the intended to our time slot by half an hour. He asked members to be more mindful and focused during the discussions, and suggested that the board Development Chair take an action to identify solutions to this issue. Chair, Carver, agreed.

- Meeting adjourned at______________.
- Minutes submitted by Secretary, ______________.

Minutes of First Board Meeting of Private Ltd. Company

MINUTES OF THE FIRST BOARD MEETING OF THE BOARD OF DIRECTORS OF [NAME OF THE COMPANY] HELD ON [DATE] AT [TIME] AT [ADDRESS], THE REGISTERED OFFICE OF THE COMPANY

DIRECTORS PRESENT

[Name of the Directors]

CHAIRMAN OF THE MEETING

[Name of the Chairman] was unanimously elected pro-term Chairman of the Meeting till a permanent Chairman was appointed. He welcomed the Directors at the First Meeting of the Board of Directors. Thereafter he ascertained the quorum, and taken that the meeting was duly convened and properly constituted and agenda of the meeting was taken up.

1.CERTIFICATE OF INCORPORATION

The Certificate of Incorporation having Registration No. [CIN Number] dated [Date of incorporation]and a copy of Memorandum and Articles of Association registered with the Registrar of Companies[concerned state] were placed before the Board. The Board noted the same.

2.CONSTITUTION OF THE BOARD - APPOINTMENT OF FIRST DIRECTORS

The Chairman informed the Board that as per Clause _____ of the Articles of Association of the Company, [Name of First Directors] are being named as first Directors of the Company, constitute the Board of Directors in terms of the provisions of the Companies Act, 1956. The copy of Form No. 32 filed with the Registrar of Companies, [concerned state] was also placed before the Board for perusal. The Board thereafter passed the following resolution:

"**RESOLVED THAT** pursuant to the Clause 20 of the Articles of Association of the Company and Form No. 32 filed with the Registrar of Companies, [concerned state] [Name of First Directors] constitute the first Directors of the Board of Directors of the Company from the date of incorporation of the Company till the conclusion of the first Annual General Meeting of the Company."

3.TO TAKE NOTE OF THE DISCLOSURE OF INTEREST UNDER SECTION 299 AND CERTIFICATE UNDER SECTION 274 (1)(g) OF THE COMPANIES

ACT, 1956

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"RESOLVED THAT notices of interest of directors under section 299 and certificate under Section- 274(1)(g) of the Companies Act, 1956 as submitted by all the directors of the Company for the Financial Year [Financial year] be and are hereby taken on the record."

4.REGISTERED OFFICE OF THE COMPANY

A copy of Form No. 18 relating to the Registered Office of the Company filed with the Registrar of Companies, [concerned state], was placed before the Board. The Board discussed the matter and passed the following resolution:

"**RESOLVED THAT** the Registered Office of the company be situated at [Address of Registered Office]

"**RESOLVED FURTHER THAT** a name plate containing Company's name and address of the Registered Office be affixed at the registered office and that the Company's name and address of the Registered Office be mentioned in legible characters in all business letters, bill heads and letter papers and in all its notice and other official publications, etc., pursuant to Section 147 of the Companies Act, 1956."

5.FIRST AUDITORS OF THE COMPANY

The Chairman informed the Board that pursuant to Section 224(5) of the Companies Act, 1956, the company is required to appoint Statutory Auditors of the Company. He proposed that [Name of the Statutory Auditors], Chartered Accountants, having its office at [Address of the Office] may be appointed as first Auditors of the company. The Company has received a consent letter from [Name of the Statutory Auditors], Chartered Accountants, to act as Statutory Auditors of the Company and a certificate to the effect that their appointment as an Statutory Auditors, if made would be in accordance with the limit specified in Section 224(IB) of the Companies Act, 1956.The Board noted the same and after discussion, passed the following resolution unanimously:

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"**RESOLVED THAT** the Seal as produced at this meeting be and is hereby approved and adopted as the Common Seal of the Company and that an impression of same be affixed in the margin of the minutes of this meeting and initialed by the Chairman.

"RESOLVED FURTHER THAT the said Common Seal be kept in the safe custody of Directors of the Company."

7. FINANCIAL YEAR OF THE COMPANY

The Board discussed the matter of fixing financial year of the Company and passed the following resolution :

"RESOLVED THAT the first "Financial Year" of the Company be the period starting from the date of incorporation of the Company viz [First Financial year] both days inclusive, and the first statement of accounts of the company shall relate to the same period.

"RESOLVED THAT the second and subsequent "Financial Year" of the company be the period from 1st April to 31st March, in each year unless decided otherwise."

8.SUBSCRIBERS TO THE MEMORANDUM

The Board was informed that following subscribers have agreed to subscribe to the equity shares of the company as per following details:

Sr.No.	Name of Subscribers	Numbers of equity shares subscribed

It was informed that the company is yet to receive share application money from the subscribers.The Board suggested that the subscribers may be approached for the subscription money and capital of the company be made fully paid up.

9. PRELIMINARY EXPENSES

The Chairman placed before the Board, a statement of preliminary expenses incurred in connection with the incorporation of the company and printing of Memorandum and Articles of Association of the Company and other expenses related thereto. It was pointed out that the total preliminary expenses amounting to Rs.____________ have so for been incurred. The Board discussed the matter whereupon, following resolution was passed :

"**RESOLVED THAT** the preliminary expenses amounting to Rs. ________ [In words] expended in connection with the incorporation/registration of the Company as per the statement placed before the meeting be and is hereby approved.

"RESOLVED FURTHER THAT the amount of preliminary expenses incurred by the Promoters in connection with the incorporation/registration of the Company be paid to them."

10. DIRECTORS FEE

The Chairman placed before the Board the matter regarding payment of fee to Directors for attending the meeting of the Board of Directors. The Board discussed the matter in detail and decided that no fee, traveling or such other expenses shall be paid to any Directors for attending the meeting of the Board of Directors for the time being. Thereafter the Board passed the following resolution:

"**RESOLVED THAT** no fee, travelling or such expenses shall be paid to any Director for attending the meeting of the Board of Directors or of a Sub-committee thereof, till such time the Board determines otherwise."

11. VOTE OF THANKS

There being no other business to transact, the meeting concluded with a vote of thanks to the chair.

Dated **CHAIRMAN**

PROCEEDINGS OF THE (No.) ANNUAL GENERAL MEETING OF THE SHAREHOLDERS OF ………………. LIMITED HELD ON (DAY), (DATE) AT THE (PLACE) AT (TIME).

PRESENT

Mr …………..,	Director
Mr. …………,	Managing Director
Mr. …………..	Director
Mr. …………,	Director & Member

…… Members in person representing ……………. equity shares; and

…. Member by proxy representing …….. equity shares

Mr …………………, Chairman of the Board, could not attend the general meeting. Mr …………, a member proposed the name of Mr ………….. to occupy the chair. Mr ………………………….., a member, seconded the proposal. The proposal was put to vote and was approved. Mr …………, Director, occupied the chair and conducted the proceedings of the general meeting

1. Chairman after confirming that the requisite quorum was present called the meeting to order. The Chairman introduced the members of the Board to the Shareholders present at the meeting. He also introduced Mr ……………. and Mr …………….., the new directors who were being co-opted as Additional Directors in the Board with effect from ………… .

2. The notice convening the meeting together with the explanatory statement was taken as read with the unanimous consent of the members present.

3. Chairman requested Mr. …………….., the Company Secretary to read the Auditor's report. The Company Secretary read the Auditor's Report dated ……. to the members. The annexure to the auditors' report was taken as read with the unanimous consent of the members present.

4. Thereafter the Chairman read out his statement to the Members.

5. Chairman then took up the business mentioned in the notice in seriatim.

ORDINARY BUSINESS :

1. <u>ADOPTION OF ACCOUNTS</u>

Mr. …………….., a member, proposed the following resolution as an ordinary resolution:

RESOLVED THAT the audited balance sheet as at …………. and the Profit and Loss account of the company for the year ended on that date, together with the Directors' Report and the Auditors' Report thereon as presented to the meeting be and hereby approved and adopted.

Mr ………………….., a member, seconded the resolution.

Chairman invited the members to raise queries, if any. Thereafter, some members sought clarifications on the accounts and spoke on other related issues.

Mr. ………….., who chaired the meeting and being Chairman of the Audit Committee answered the queries raised by the members. Mr. ………………., Managing Director also clarified certain queries raised by the members.

The resolution was then put to vote and on a show of hands, the Chairman declared the same as passed.

2. RE-APPOINTMENT OF MR ………………… AS DIRECTOR

Mr. ……………………… (Folio No……………), a member, proposed the following resolution as an ordinary resolution:
RESOLVED THAT Mr. ………………., who retires by rotation and being eligible for re-appointment be and is hereby re-appointed as a director of the company.

Mr. ……………………… a member, seconded the same.

The resolution was then put to vote and on a show of hands, the Chairman declared the same as passed nem con.

3. RE-APPOINTMENT OF STATUTORY AUDITORS

……………………., a member, proposed the following resolution as an ordinary resolution:

RESOLVED THAT the retiring auditors M/s. …………………………..., Chartered Accountants, Delhi, Registration Number …………….., be and are hereby re-appointed as auditors of this company to hold office from the conclusion of this meeting till the conclusion of the next Annual General Meeting of the company on such remuneration as may be fixed in this behalf by the Board of Directors of the Company.

Mr……………………………., a member, seconded the same.

The resolution was then put to vote and on a show of hands, the Chairman declared the same as passed nem con.

Mr. ……………………., Chairman of the meeting thanked the shareholders for their active participation in the annual general meeting and declared the meeting as closed.

Place
Date

CHAIRMAN OF THE MEETING

<u>XYZ CO. LIMITED</u>

Minutes of (No.) Meeting of Board of Directors of XYZ CO. Limited held on (Day), (Date) at (Time) at Board Room, (Place)

<u>Present</u>
Mr. …………. – Chairman
Mr. …………. – Managing Director
Mr. ………….., Director
Mr. ……………, Director
Mr. ……………., Director

The Board noted that the quorum was present. The Chairman took the chair and welcomed all the Directors present at the 37th Meeting of the Board of Directors.

<u>Agenda Item No…..</u>

TO GRANT LEAVE OF ABSENCE

Leave of absence was granted to Mr. ……………, Mr. …………….., Mr. ……………., Mr. ……………., Mr……………….. on their request.

<u>Agenda Item No…..</u>

TO CONFIRM/RATIFY MINUTES OF (No.) MEETING OF BOARD OF DIRECTORS

<u>Agenda Item No…….</u>

TO CONFIRM AND RATIFY THE MINUTES OF VARIOUS COMMITTEES OF THE BOARD

<u>Agenda Item No. ………</u>

TO REVIEW ACTION TAKEN BY THE BOARD

<u>Agenda Item No………</u>

TO TAKE NOTE OF THE DISCLOSURE BY DIRECTORS UNDER SECTION 299 AND DECLARATION UNDER SECTION 274(1)(g) OF THE COMPANIES ACT, 1956

The Board was intimated about the receipt of Disclosure of Interest Under Section 299 and Declaration Under Section 274(1)(g) of The Companies Act 1956. Copies of the same were tabled before the Board for its perusal. The Board was further intimated that Disclosure from Mr. ………, Mr. ……….., Mr. …………, Mr. ………..

have been received and thereafter directed the Company Secretary to ask from remaining Directors for submission of the said declarations immediately so that proper compliance as per Company Law could be made.

The Board took the note of the same.

SUPPLEMENTARY AGENDA

Agenda Item No. ………

Agenda Item No. ………

ANY OTHER ITEM WITH THE PERMISSION OF THE CHAIRMAN

Chairman

AFFIDAVIT

1. An Affidavit is a sworn written statement used mainly to support certain application and in some circumstances, as evidence in the court proceedings. The person who makes the affidavit must sworn or affirm that the contents are true before a person authorized to take oaths in respect of the particular kind of affidavit

2. An affidavit means a written statement sworn before a person having authority to administer an oath.

3. An affidavit is a type of verified statement or showing, or in other words, it contains verification, meaning it is under oath or penalty of perjury and this serves as evidence to its veracity and is required for court proceedings.

   Uses of affidavits include: the court, the government, or who may otherwise fear for their safety if their true identities are revealed in court

4 Affidavit is a written statement in the name of person, called a deponent, by whom it is voluntarily signed and sworn to or affirmed. It is usually made in an action or other judicial proceedings and in that case the affidavit consist of the title, the name, address and description of the deponent, the body (which contains the statement, and is generally divided into paragraphs), the signature of the deponent and the jurat.

5 Affidavit is to be filed by a person who has either knowledge or information of the fact affirmed in the affidavit. The person who makes affirmation in the affidavit is called as deponent.

REGARDING CLOSURE OF BUSINESS

BEFORE THE SALES TAX OFFICER, _________________.

Affidavit of Mr. RR, aged about ____ years S/o Mr. RL R/o _________________.

I, the above named deponent solemnly affirm and state as under:

1. That the deponent is the partner of the firm M/s _____________, situated at _________________, and hence is fully conversant of the facts deposed below.

2. That in the firm there are three partners including the deponent.

3. That one of the partners named PS has shown his intention to retire from the firm on __________.

4. That for reconstitution of the firm the deponent has no alternative but to close the firm .

5. That the deponent is therefore, closing the business with effect from ___________.

Deponent

VERIFICATION

I, RR, do hereby verify that the contents of this affidavit from paras 1 to 5 are true to the best of my knowledge and belief. Nothing material has been concealed.

Dated…………….

Deponent

REGARDING NON OWNERSHIP OF ALLEGED BUSINESS

BEFORE THE SALES TAX OFFICER, ___________________

Affidavit of Mr. SP, aged ___ years s/o PN, r/o _________________________

I, the above name deponent solemnly affirm and state under:

1. That the deponent is the partner of the firm M/s _____________ at ________________ Delhi, and hence is fully conversant of facts deposed below.

2. That the deponent is carrying on business of supply of electrical goods to the electricity department since the firm came into existence.

3. That there is report against the deponent that he is carrying on business of trading electrical goods at ______________,under the name and style of the firm above named that at _________________ no doubt there is a firm of the same name and style but it does not belong to the deponent but it belongs to Mr. SN. A confirmatory letter to this effect is enclosed herewith as Annexure A.

4. That the file of the ____________ firm does not belong to the deponent and should be separate.

Deponent

VERIFICATION

I, SP, do hereby verify that the contents of this affidavit from paras 1 to 4 are true to the best of my knowledge and belief. Nothing material has been concealed.

Dated……………

Deponent

AFFIDAVIT FOR COMPLIANCE WITH THE REQUIREMENT OF THE COMPANIES ACT, 1956 ON APPLICATION FOR REGISTRATION OF A COMPANY

FORM NO. 1
DECLARATION OF COMPLIANCE WITH THE REQUIREMENTS OF THE COMPANIES ACT, 1956 ON APPLICATION FOR REGISTRATION OF A COMPANY
[Section 32(2) of Companies Act, 1956]

Registration No. of the Company………..
Nominal Capital: Rs. ……………………
Name of the Company:…………………. Limited/Private Ltd.
Presented by……………………………..

I, __________________ son of /daughter of / wife of ________________, aged ________years, resident of ____________________ do solemnly and sincerely swear and state as under:

1. That I am-
   (a) An advocate of the Supreme Court or a High Court who is engaged in the formation of the company.
   (b) An attorney or pleader entitled to appear before a High Court who is engaged in the formation of the company.
   (c) A company secretary (in whole time practice) in India who is engaged in the formation of the company.
   (d) A chartered accountant (in whole time practice) in India who is engaged in the formation of the company.
   (e) A person named in the articles as a director, manager or secretary of the company

2. That the particulars given above are true to the best of my knowledge and belief;

3. That Form 18 and 32 are also being filed simultaneously;

4. That I am duly authorized to submit this application; and that all the particulars mentioned above are as provided in the articles of the association as subscribed by the subscribers of the company;

5. That all the requirements of the Companies Act, 1956 and the rules thereunder in respect of all the matters precedent in the registration of the company and incidental thereto have been complied with and I make this solemn declaration conscientiously believing the same to be true.

Witness………….
Signature……………..
Date……………..
Designation…………
Place……………

APPLICATION FOR ISSUE OF DUPLICATE LICENCE

BEFORE THE DEPUTY CHIEF CONTROLLER OF EXPORTS, DEPARTMENT OF SUPPLY, MINISTRY OF ROAD, NEW DELHI.

IN THE MATTER OF ISSUE OF DUPLICATE LICENSE.

Affidavit of A, aged about __ years, son of B, resident of ___________________.

I, the deponent above-named, do hereby solemnly declare as under: -

1.That license No. _____ dated ______ issued to me for export of metal goods has been lost.

2. That the said license has not exhausted at all.

3.That the total quantity for which the license was originally issued was ______ and the quantity so far exported is to the extent of ______.

4.That the duplicate copy is now required to cover the quantity.

5.That the original license will be returned to the licensing authority for cancellation, if and when found, without being utilized at all.

DEPONENT

6. I, the above-named deponent, declare and verify that the contents of paras 1 to 5 are true to my personal knowledge and nothing has been concealed and no part of it is false.

DEPONENT

AFFIDAVIT FOR TRANSMISSION OF SHARES

I, ___________________ son of / daughter of/ wife of ___________, aged years, resident of _______________________________________ do solemnly and sincerely swear and state as under:

(1) That Mr. / Mrs. / Miss __________________, the shareholder of _______ ________________ (mention here the name of the company), resident of __________________________ died on _____________ at ___________.

(2) That the late Mr. / Miss _______________________________ died intestate, leaving behind me as his / her legal heir:

(3) That under the Law, I am the only heir legally entitled to inherit the assets/ estate of the said deceased and that no other person has any right, title, interest, claim in or to the said assets/ estate of the deceased.

(4) That the late Mr./ Miss. ____________________________ held in _______ _______________ (mention here the name of the company) ___________ No. of shares bearing Distinctive No.______________.

(5) That I am entitled to get the said __________shares referred to in the preceding paragraph held by the deceased, and, hereby request the Board of Directors of ______________________ (mention here the name of the company) to effect transmission of these Shares to my name and hereby state and undertake that no other person shall claim any right, title, interest, now or at anytime hereafter, in or to the said______________ shares of ___________ (mention here the name of the company) and that no other person has any objection whatsoever to the Company's effecting transmission of the said Shares to my name.

(6) Sworn on this _____________ day of __________ 20XX at _________ (place).

(7) Before me: Signature of the Deponent

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

VERIFICATION

I solemnly affirm that what is stated herein above is true to the best of my knowledge and belief, and that no part thereof is incorrect.

Place:

Date:

Signature of Deponent:

AFFIDAVIT IN INCOME-TAX PROCEEDINGS

BEFORE THE INCOME-TAX OFFICER, _______________

Affidavit of Mr. A aged about ____ S/o Mr.___________, resident of __________________________.

I, the above named deponent solemnly affirm and state as under in the case for the Assessment Year ________.

1. That the deponent is the proprietor of the firm named _________________________ and hence is fully conversant of the facts deposed below;

2. That the deponent draws his income from the firm named above.

3. That the deponent started the above industry about __ years back to earn the livelihood for himself and his family and disclose the facts.

4. That during the assessment year under consideration the deponent felt the need of extending this Industry and

(a) Starting investment	Rs. ………..
(b) Subsequent investment	Rs. ………..
	Rs. ………..

5. That the deponent's income for the preceding three years' on estimate basis is as under;

20__-__	Rs. ………
20__-__	Rs. ………
20__-__	Rs. ………

6. That the deponent's standard of living is very simple and his two sons are major and are not dependent on the deponent, hence personal drawing of Rs. ______ during the year is more than sufficient for his small family of wife and husband.

7. That the deponent's Bank account is in the __________ Bank. The balance as on 31st March, _______ is Rs. ____________ for which a Bank certificate is enclosed as Annexure 'A'

Dated………………

Deponent

VERIFICATION

I, A, the above named deponent to hereby verify that the contents of this affidavit from paras 1 to 7 are true to the best of my knowledge and belief. Nothing material has been concealed.

Deponent

AGREEMENT OF SALE AND PURCHASE OF SHARES AND TRANSFER OF ADVANCE AGAINST SHARE APPLICATION MONEY

THIS AGREEMENT IS MADE AND ENTERED INTO AT _____________ THIS ________DAY OF____________ BY AND BETWEEN:

________________________________ a corporation duly created, organized and existing under the laws of Republic of India hereinafter referred to as **"the Purchaser" or "the Transferee"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its nominees/ associates/ subsidiaries, in interest, assigns and affiliates) of the First Part

AND

________________, a Public Limited Company duly created, organized and existing under the laws of the ___________________, hereinafter referred to as **"the Seller" or "the Transferor"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its nominees/ associates/ subsidiaries, in interest, assigns and affiliates) of the Second Part

AND

_________________________ a corporation duly created, organized and existing under the laws of Republic of the India, is the holding/ promoter company of _________________________hereinafter referred to as "the Investor" of the Third Part

AND

_________________________________, an unlisted Private Limited Company incorporated under the laws of Republic of India, as amended, and having its registered office at ________________________ India being the confirming party, hereinafter referred to as **"the Company" or "DEF"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor / successor in interest, assigns and affiliates) of the Fourth Part

WHEREAS:

1. The Company is in the business of engineers, buyers, sellers, importers, exporters, dealers, agents or/ and undertaking designing, engineering, erection, laying, construction, commissioning and maintenance of all kinds of factories, plants, machines, machine tools, equipments, components, spares, piping, fittings, pipe coatings, instrumentation, insulation, refractory lining and resistant lining, turbines, power systems and heat recovery systems and such systems and components for:

(a) cement, paper, pulp, chemical, sugar, textile, plastics, tanneries, vegetable oil, synthetic, rubber, man-made fibers drugs, pharmaceutical, soap and detergents, food and allied industries and heavy structure works;
(b) onshore and offshore facilities for exploration, drilling, production, transportation and distribution of crude oil, shale oil, oil products and gas, refineries, petrochemicals, fertilizers, mining, ferrous and non-ferrous metal and steel, energy and power generation industries, material handling and transportation/transmission;
(c) consumer, domestic and industrial goods, products, appliances, systems, sub-systems, components and spares thereof.

And to render engineering, turnkey, general construction and all other kinds of services in India or abroad and to export services, labour and manpower anywhere in the world in connection with business referred above.

2. The authorized share capital of the Company is Rs. ________ (Rupees Twenty lacs only) divided into _______ (_____in words) equity shares of Rs. ____ (Rupees______) each.

3. The issued and paid-up share capital of the Company is Rs. _________ (___________only) divided into ________ (________in words) equity shares of Rs. ___ (Rupees____) each fully paid up.

4. The Seller is an investment company registered under the Registrar of Companies for England and Wales.

5. The Seller is the registered shareholder of the Company and is the beneficial and legal owner of _______ (_________in words) equity shares of the Company, representing 100% of the issued, subscribed and paid up share capital of the Company. The said shareholding is free from all encumbrances, charges, liens, options and other adverse interests.
In addition to the above shareholding, an Advance against Share Application Money amounting to US$ ___________, being amount pending against allotment of shares of the company is being shown in the Books of Account of the Company in the name of the Seller/ Transferor.

6. The Investor is a Company incorporated under the laws of Republic of the _________________________, having interest in different industries viz. Hotels & Tourism, Oil, Engineering, etc. and is also the promoter company of the Seller.
In addition to the above, the Investor has made payment towards the ‘Purchase Consideration’ and ‘Advance against Share Application Money’ mentioned aforesaid, for and on behalf of the seller/ transferor. The amount of ‘Advance against Share Application Money’ being

______________/- being amount pending against allotment of shares of the Company, on behalf of the Purchaser.

7. The Purchaser is an oil and gas construction company registered under the Republic of India.

8. The Seller has expressed its willingness to sell its ________ equity shares (100% shareholding) of the Company and approached the Purchaser for the sale of the same. Based on the representations and warranties of the Seller, other representations and warranties contained herein, the Purchaser has agreed to purchase the said shares as well as to take over the advance against share application money pending allotment made to the Company by the Investor on behalf and in the name of the Seller. Accordingly the parties desire to enter into this Agreement to record the terms and conditions of this Agreement, the covenants, undertakings, statements, representations and warranties and other matters as provided hereunder.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, CONDITIONS AND COVENANTS HEREIN CONTAINED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

I. DEFINITIONS & INTERPRETATIONS

The following provisions shall have effect in interpretation of this Agreement.

1.1 Definitions

The following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Advance against share application money" means advance made to the Company against share application money pending allotment of shares of the Company;

"Agreement" means this Share Purchase and Transfer of Advance Agreement including all Schedules thereto, as it may be amended from time to time, in accordance with its terms;

"Articles of Association" means the Articles of Association of the Company in force for the time being;

"Business Day" means a day on which banks are open for business in the Republic of India (excluding Saturdays, Sundays and public holidays);

“Charter” means in relation to the Company, the Certificate of Incorporation and Memorandum and Articles of Association of the Company;

“Closing” shall have the meaning assigned thereto in Article 6.1;

“Closing Date” means the day on which the Closing of the transactions envisaged herein takes place;

“Consideration for transfer of advance” means the sum as referred to in Article 3.4, to be paid by the Transferee Company to the Transferor against the amount of Advance against share application money by way of issue of its shares;

“Governmental Authority” shall mean any union, state, local or governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency in India having jurisdiction over the relevant matter;

“Purchase Price” means the sum as referred to in Article 3.1, to be paid by the Purchaser to the Seller for the purchase of Target Shares, by way _______________;

“Rupees” or **“Rs”** means the lawful currency of the Republic of India.

“Target Shares” means ______ equity shares of the Company (DEF) to be sold by the Seller to the Purchaser.

“US$” or “USD” means the lawful currency of the United States of America.

II. SALE AND PURCHASE OF THE SHARES

2.1 Subject to the provisions of this Agreement, on the Closing Date, the Seller shall, as legal and beneficial owner, sell, transfer and deliver to the Purchaser and the Purchaser shall purchase, acquire and accept from the Seller, free from all encumbrances, all rights, title and interest of the Seller in and to the Target Shares, together with all accrued benefits and rights attaching thereto and the right to receive all dividends declared in respect of the Target Shares on and from the Closing Date.

2.2 The sale and purchase of the Target Shares shall be concluded on a “Spot Delivery” basis, as defined in applicable Indian laws.

2.3 The Seller waive any rights or restrictions conferred upon them or any other person which may exist in relation to the Target Shares under the Articles of Association of the Company or otherwise on and from the Closing Date.

III TRANSFER OF ADVANCE AGAINST SHARE APPLICATION MONEY

3.1 Subject to the provisions of this Agreement, on the Closing Date, the transferor shall, transfer all its rights, title and interest in and to the 'Advance against Share Application Money', being the amount standing in the books of Account of the Company as advance against share application money pending allotment of shares, to the transferee on and from the closing date.

3.2 The transferor shall waive any rights or restrictions conferred upon them or any other person which may exist in relation to the 'Advance against Share Application Money' on and from the Closing date.

IV TRANSACTION

4.1 Consideration: The purchase price for the 100% issued, subscribed and paid up equity share capital of the Company i.e., Target Shares of the Company shall be Rs.__________(Rupees________ i.e., Rs. ___ per share.

4.2 The Purchase Price shall be paid/ settled by the Purchaser, for sale and transfer of 10000 equity shares of the Company held by the Seller and/or its /nominees.

4.3 All stamp duties, if any, payable in respect of the transfer of the Target Shares shall be borne by the Purchaser.

4.4 Payment for Advance against share application money: The Advance against share application money amounting to _________________/- standing in the books of the Company in the name of the Transferor shall be paid/ settled by the Transferee to the transferor.

4.5 In lieu of the payment made by the Transferee as specified in Article 4.4, the Company shall make necessary accounting entries in its books of account to give effect to the transfer of Advance against share application money from the Transferor to the Transferee with effect from the closing date. Also the Company agrees to issue Shares against this "advance against Share Application Money ' to the Purchaser at a premium of Rs._________ per share.

4.6 Further Action: Each of the Parties hereto shall execute and deliver such documents and other papers and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

4.7 Notification of Certain Matters: The Seller and the Company shall give prompt notice to the Purchaser/transferee of (a) the occurrence or non-occurrence of any event which would be reasonably likely to cause breach of any representation or warranty contained in this Agreement or the documents affecting transactions to be untrue or inaccurate and (b) any failure of the Seller/transferor or the Company to comply with or satisfy any covenant, condition or Agreement to be complied with or satisfied by them hereunder; provided, however, that the delivery of any notice pursuant to this agreement shall not limit or otherwise affect the remedies available to the Purchaser/ transferee.

V <u>NOT TO DEAL WITH THE SHARES</u>

From the date hereof until closing, the Seller shall not, except with prior written consent of the Purchaser, sell, transfer, gift, exchange, dispose of or otherwise in any way deal with the Target Shares or create any right, interest or encumbrance over the Target Shares.

VI <u>EFFECTIVE DATE AND CONDITIONS FULFILLMENT</u>

6.1 Effective Date

This Agreement shall take effect from the date hereof provided however that the sale and purchase of the Target Shares shall be subject to and fulfillment of all the Conditions Precedent (the “Condition Precedent”) set forth in Article 5.2.

6.2 Condition Precedent

The Condition Precedent referred to in Article 5.1 shall be the following:

6.2.1 The Seller shall have obtained all the necessary approval, if applicable, of the requisite governmental and/or all other regulatory authorities under the laws applicable in India/ U.K. for sale of the Target Shares.

6.2.2 The Purchaser shall have obtained all the necessary approval, if applicable, of the requisite governmental and/or all other regulatory authorities under the laws applicable in India for purchase of the Target shares.

6.2.3 The Purchaser shall have carried out to its reasonable satisfaction a Due Diligence on the Company and all issues, if any, arising from such due diligence shall have been resolved to the reasonable satisfaction of the Purchaser.

6.2.4 Compliance with Covenants: The Seller and the Company shall have performed and complied with all the applicable conditions mentioned herein, on or prior to the closing date.

6.2.5 No Orders or Proceedings: There shall be in effect no order, decree or injunction of a court of competent jurisdiction which either enjoins or prohibits the consummation of any of the transactions contemplated by this Agreement, and no proceeding with respect thereto shall be pending, to the knowledge of the Seller and the Company.

VII <u>CLOSING</u>

7.1 The sale and purchase of the Target Shares and all the requirements for the transfer of ‘Advance against Share Application Money’ and the payment of consideration therefor as specified in paragraph IV above (“the Closing”) shall take place at such location and time as the parties may agree (“the closing date”). The sale and purchase shall be concluded on a “Spot Delivery” basis as defined in applicable Indian Laws.

7.2 The Parties shall use all reasonable efforts to bring about the satisfaction of the conditions precedent to the Closing and to cause the covenants and Agreements contained in this Agreement to be satisfied and performed by each of them so that the Closing occurs on the Closing Date.

7.3 **Closing Activitie**s

At Closing, the Parties shall do or cause to be done each of the following acts and deeds and closing:

7.3.1 The consideration for purchase of target shares as well as consideration for transfer of advance against share application money shall be settled as per paragraph III above;

7.3.2 The Seller shall deliver to the Purchaser the share certificates, in original, in respect of all the Target Shares and any document(s), in original, in respect of ‘Advance against Share Application Money’;

7.3.3 The Seller shall deliver to the Purchaser share transfer forms duly executed by it and the Seller’s signatures therein verified by the Company, for transfer of the Target Shares in favour of the Purchaser;

7.3.4 The Purchaser shall lodge the share certificates along with duly executed and stamped transfer forms with the Company for registration of transfer in its favour.

7.3.5 The Company shall after examining the transfer deeds and share certificates, register the transfer of target shares in favour of the Purchaser in their books and registers and shall deliver the share certificates to the Purchaser, after completing all the necessary/ formalities in this regard.

VIII <u>REPRESENTATIONS AND WARRANTS BY THE SELLER AND THE COMPANY</u>

The Seller and the Company warrant and represent to the Purchaser that the following warranties and representations are true as of the date of Closing and that there is no material error or omission in any such representation or warranty. The warranties shall remain in full force and effect as of the Closing Date and thereafter, notwithstanding completion of the transaction.

8.1 The Seller have represented

(a) that the Seller has made an advance against share application money pending allotment to the Company, which shall be transferred to the Purchaser against consideration to be received on or before the Closing Date.

(b) that the Seller has no claims against the Company except as stated in (a) above and further agree and confirm to waive any and all other rights against the Company, which have accrued or may accrue up to Closing Date.

(c) that the target shares are free from all encumbrances.

(d) that the rights and obligations attaching to the target shares are as set out in the Articles of Association of the Company.

IX <u>REPRESENTATIONS AND WARRANTIES BY THE PURCHASER</u>

9.1 **Purchaser's Representations and Warranties**:

The Purchaser represents and warrants to, and agrees and covenants with, the Seller in terms hereinafter stated and acknowledged that the Seller is entering into this Agreement in reliance on the representations, warranties, Agreements and covenants of the Purchaser as provided in this Agreement. The representations, warranties, Agreements and covenants made herein shall be deemed to have been repeated as of the Closing Date.

9.2 **Organisation**:

The Purchaser is a Company duly incorporated and subsisting under the laws of the Republic of _______________ and has the requisite corporate power to own properties and to carry on business as presently being conducted. The Purchaser is duly qualified to transact business and to complete the transactions envisaged in this Agreement upon fulfillment of the Conditions Precedent in accordance with the provisions of this Agreement.

9.3 **Due Authorization**:

The Purchaser has full corporate power and authority to execute this Agreement and any or all of its obligations hereunder, and the execution and delivery of this Agreement has been duly authorized.

9.4 **Consents**:

The Purchaser represents to the Seller that, except as envisaged herein, no notice to, filing with, authorizations of, exemption by, or consent of, any person, entity or public or governmental authority is required by the Purchaser for closing of the transaction envisaged in this Agreement.

X. <u>REPRESENTATIONS AND WARRANTIES BY THE INVESTOR</u>

The Investor represents and warrants to, and agrees and covenants with, the terms of this agreement and acknowledged that the sellers, the Company and the Purchaser are entering into this Agreement in reliance to the representations, warranties, agreements and covenants of the Investor as provided into this agreement.

The Investor represents that the total amount of purchase consideration as mentioned in Article IV has been paid/ settled by itself for and on behalf of the seller, and has no objection in getting the Target Shares being transferred/ registered in the name of the Purchaser by the Company.
Further the Investor represents that all rights and obligations attaching to the Target Shares as set out in Articles of Association of the Company will be of the Purchaser.

XI <u>MISCELLANEOUS</u>

10.1 **Expenses**:
Each party shall bear and pay its respective costs and expenses including professional fees and costs of its respective advisors and counsel.

10.2 **Severability:**
Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any other provision or of the remainder of this Agreement.

10.3 **Notices**

All notices and other communications in respect of this Agreement shall be in writing, and in English language and shall be delivered personally or by registered or certified mail, postage prepaid, or facsimile transmission to the party entitled thereto, at the Party's address set forth below:

The Seller:

The Investor:

The Purchaser:

The Company:

10.4 **Governing Law**

This Agreement shall be governed by the laws of Republic of India.

SCHEDULE A

PARTICULARS OF THE COMPANY

Name :
Company No. :

Date of Incorporation :

Registered Office :

Directors : 1.

Authorised Capital : ________ equity shares of Rs.___each

Issued, Subscribed and
Paid up Capital : ________ equity shares of Rs.___ each.

SIGNED BY ………………………………
a duly authorized officer for and on behalf of

at …………………………

SIGNED BY ………………………………
a duly authorized officer for and on behalf of
at …………………………

SIGNED BY ………………………………
a duly authorized officer for and on behalf of

at …………………………

SIGNED BY ………………………………
a duly authorized officer for and on behalf of

at …………………………

WITNESS 1:

NAME:

ADDRESS:

SIGNATURE

WITNESS 2:

NAME:

ADDRESS:

SIGNATURE

DEVELOPMENT RIGHTS AGREEMENT

THIS AGREEMENT is executed at New Delhi on this 25th day of May 2010 between

ABC Private Limited, a company duly incorporated and registered under the Companies Act, 1956, having its registered office at ________________________, India, (hereinafter referred to as '**ABC'** and/or "**the First Party**") which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns; being represented herein by its Director/Authorized Signatory, ____________________ S/o Shri _____________________ resident of _______________________________________, India, who is duly authorized to act in this regard vide Board Resolution of **ABC** dated 25th May 2010, which is still valid and subsisting.

AND

PQR Private Limited , a company duly incorporated and registered under the Companies Act, 1956, having its registered office at _______________________________, India (hereinafter referred to as the " **PQR**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, and assigns; being represented herein by its Director/Authorized Signatory, Mr. _______________, S/o _____________, R/o ___________________, , India, who is duly authorized to act in this regard vide Board Resolution dated 25th May 2010 , which is still valid and subsisting.

PQR and the ABC collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

A. The PQR entered into Shareholder Agreement dated ____________ (hereinafter referred to as the **"SHA**") to undertake the development/construction and sale of an Integrated Township (hereinafter referred to as "**Project**") on a contiguous piece of land admeasuring _____ acres, situated at _________________ (hereinafter referred to as **"Project Area"**).

B. Pursuant to the execution of the Shareholders' Agreements, PQR have together acquired 70.55 acres of land required for the Project.

C. PQR had entered into a Construction Development Project Agreement dated 18.05.2007 with the ABC (hereinafter referred to as the "**CDP Agreement**") setting out the rights and obligations in terms whereof PQR vested the development rights of their respective share in the Project Area in favour of the ABC.

D. The CDP Agreement was thereafter amended by an amendatory agreement dated 05.09.2007 (hereinafter referred to as the "**Amendatory CDPA**") to provide *inter alia* that any balance land required for the Project will be acquired by PQR and the ABC in the manner that each acquirer does not exceed the statutory limit of the Government of Uttar Pradesh of owning 12.5 acres of land (hereinafter referred to as the "**Statutory Limit**"). The CDP Agreement and the Amendatory CDPA hereinafter collectively referred to as "**Development Agreements**".

E. Accordingly, bearing in mind the Statutory Limit, PQR, has by and under fully stamped and registered conveyance deeds entered into with the sellers therein (hereinafter referred to as the "**Conveyance Deed**"), acquired land, collectively admeasuring **_____** sq. meters (**______** Acres) situated at **__________________________**(hereinafter referred to as the said **'Land**') which forms the part of the Project Area and is more particularly described under the **Schedule-1** of this Agreement.

F. Pursuant to the Development Agreements, PQR is desirous of handing over possession and has agreed to vest the development rights, on an irrevocable basis, in the Land in favour of the ABC, as envisaged in the Development Agreements and this Agreement.

NOW THEREFORE, in consideration of the mutual promises and the covenants and agreements contained, the Parties hereto hereby agree as follows:

1. As contemplated in the Development Agreements, PQR has for the development of the Project executed simultaneously herewith an irrevocable Power of Attorney in favor of the ABC (hereinafter referred to as the "**PoA**").

2. Pursuant to the Development Agreements and in terms of the PoA, PQR hereby grants to the ABC and the PQR hereby acquires from ABC the full, free, uninterrupted, irrevocable and exclusive development rights to develop, construct, sell, transfer or create charges in relation to the Land for the purpose of the Project as per the terms and conditions stipulated in the Development Agreements and the PoA.

3. PQR hereby also undertakes to execute such further documents and agreements in favour of the ABC, as acceptable to the ABC, to entitle the PQR to enjoy and exploit the development rights in a manner stipulated in the Development Agreements and the PoA.

4. The said development rights vested in favour of the ABC by PQR in relation to the Land has been valued at Rs. 1,95,91,607/- (Rupees One Crores Ninety Five Lac, Ninety One Thousand Six Hundred and Seven Only). In consideration of transferring and vesting the development rights in the Land in favor of the ABC, the ABC has

paid to PQR a consideration of Rs. 1,95,91,607/- (Rupees One Crores Ninety Five Lac, Ninety One Thousand Six Hundred and Seven Only).

5. Simultaneously with the payment of the consideration referred to in Clause 4 above, PQR has transferred physical, vacant and peaceful possession of the Land to the ABC.

6. The Parties agree and confirm that at the sole discretion of the PQR, subject however to applicable law, ... shall convey the Land or part thereof in favour of the .... without any additional cost or consideration to be paid to ..... In such an event, ... agrees to execute any documents required to convey the Land in favour of the ..... All approvals, consents, permits or clearances required from the relevant authorities for this purpose shall be obtained by the .... at its own cost.

7. In case .... does not perform its obligations under the Development Agreements, PoA and this Agreement, then the .... shall be entitled to enforce this Agreement by way of specific performance in the appropriate court at the risk and cost of .....

8. All statutory dues and demands of the appropriate authority(s) in respect of the Land due and payable before the execution of this Agreement will be paid by .... and after the execution of this Agreement will be paid by the .....

9. It is understood and agreed by the Parties that this Agreement shall form a part of the Development Agreements and consequently, all the terms and provisions of the Development Agreements shall remain in full force and effect and shall continue to bind the Parties in addition to the terms set forth herein.

IN WITNESS WHEREOF the Parties hereto have subscribed their respective hands on this presence on the place, date, month and year first above mentioned in the presence of the following witnesses

For and on behalf of **.... Private Limited**

____

For and on behalf of **.... Private Limited**

_________________________**-[**

WITNESSES:

1. 2.

Schedule I

Khata No.	**Khasra No.**	Total Area	**Land Admeasuring (Sq. Mts.)**

DEEDS

1. The Legal Glossary defined ‘deed’ instrument in writing (or other legible representation or words on parchment or paper) purporting to effect some legal disposition.

2. A deed means writing on paper, vellum or parchment, signed, sealed and delivered whereby an interest, right or property passes, or an obligation binding on some person is created or which is in affirmance of some act whereby an interest, right or property has passed.

3. Simply stated deeds are instruments though all instruments may not be deeds. However, in India no distinction seems to be made between instruments and deeds.

Gift Deed

‘Gift’ is the transfer of certain existing movable or an immovable property made voluntarily and without consideration, by one person, for the donor, to another, called the donee, and accepted by or on behalf of the donee. Acceptance of the gift must be made during the life time of the donor and while he is still capable of giving. If the donee dies before acceptances, the gift is void.

HUF Deed

A Hindu Joint Family or Hindu undivided family (HUF) or a Joint Family is an extended family arrangement prevalent among Hindus of the Indian subcontinent, consisting of many generations living under the same roof. All the male members are blood relatives and all the women are either mothers, wives, unmarried daughters, or widowed relatives, all bound by the common *sapinda* relationship.

Lease Deed

A lease is the outcome of the rightful separation of ownership and possession. The owner of the property has no right to enjoy the possession of the property during the period of lease. It is a contract calling for an a lease is a contract calling for the lessee (user) to pay the lessor (owner) for use of an asset.

Partnership Deed

A partnership comes into existence only if there is an agreement between the partners. Such agreement may be oral or written.

Preparing the PARTNERSHIP DEED

The “Partnership Deed”, must contain:

- The amount of capital contributed by each partner
- Profit or loss sharing ratio
- Salary or commission payable to any partner, if any
- Duration of business, if any
- Name and address of the partners and the firm
- Duties and powers of each partner
- Nature and place of business; and
- Any other terms and conditions to run the business

Sale Deed

A sale deed is one of the most valuable legal documents in a purchase or sale of a property. It is governed by the Registration Act and is an important document for both the buyer or the transferee and the seller or the transferor.

The purchase or sale of property is not legally complete until a sale deed is signed between the buyer and the seller. Usually a sale deed is signed only after both the parties are satisfied and comply with the terms and conditions as said in the agreement.

GIFT DEED

BE IT KNOWS TO ALL CONCERNED THAT I…………. S/o Sh. ……….. resident of ……………..(Name of Place) now permanently residing at ……………, (Name of Place) do hereby declare and confirm that I have gifted a sum of Rs. _______/- (Rs. ________________________ only) vide cheque no. _______ dated 05/12/20.. drawn on Chartered Bank, Branch, New Delhi to Dr. …………. s/o Sh. ……………. resident of ……………, New Delhi out of my natural love and respect towards him.

I further declare that I have made this gift voluntarily and out of my natural love and regards and without any sort of consideration. I hereby affirm that I will have no control of whatsoever nature over the said money after the said gift.

I further declare that I have gifted this amount to Dr. ……………. after drawing the same from my past savings.

IN WITNESS THEREOF I, the above named, after fully understanding the nature and contents, sign this deed of declaration of gift on the ………………

Witness:

1.

2.

(DONER)

IN THE MATTER OF HUF DEED

Sh. ABC
S/o DONOR
R/o
Place -

Sh. XYZ
S/o DONEE
R/
Place -
(As karta and Manager of his HUF)

We,

(1) ABC s/o Sh. …… r/o …………, Place

(2) XYZ s/o Sh. …… r/o ………….. Place of Hindu undivided family under the name and style of XYZ HUF presently consisting of Self, Wife Smt. ….., elder daughter ……. and younger son ……. do hereby jointly and severally declare and state as under:-

(a) I ABC s/o Sh. …………. state and declare as under:-

(i) That out of my natural love and affection which I bear towards family of my son in law Shri XYZ, I have made a Gift of Rs.…….. to Shri XYZ for and on behalf of his Hindu undivided family. This Gift of Rs. ………… is made by me vide cheque no. ……. dated …… drawn on ………….. Bank ………., Place.

(ii) That I confirm that since the date of said gift I have no right, title, interest claim or benefit of whatsoever nature in the said sum of Rs. 11,000/- (Rs. ………..only) and/or its income thereon and the said family is the absolute owner thereof.

(iii) That I am an Income Tax Assessee and my PAN is ………….

(b) I, XYZ s/o Sh. ………. r/o …………, Place …. Karta and Manager of my Hindu undivided family for and on behalf of my said HUF, state and declare as under:-

(i) That I have received a sum of Rs. ……….. (Rs. ………………only) from my father in law Sh. ABC s/o Sh. ……….. and by taking of the said Gift, I have acquired for and on behalf of my family all the right, title, interest, benefits of Whatsoever nature in the said sum of Rs. ………….. (Rs. …………….. only).

(ii) That I have accepted the abovesaid Gift as Karta for and on behalf of my Hindu undivided family i.e. XYZ HUF.

IN WITNESS WHEREOF We, the abovesaid parties set and subscribe our hands on ……………… before the following Witnesses.

WITNESS

1.__________________

____

____

1._____________________
(DONOR)

2.___________________

____

____

2.______________________
(DONEE)

LEASE DEED

THIS INDENTURE OF LEASE made at New Delhi this ________day of ___________.

BETWEEN

Sh. /Smt. __________________Hus/Wo. _____________________R/o ______________ _____________________(hereinafter referred to as the "Lessor", which expression unless repugnant to the context hereof shall mean and include her heirs administrators, executors and assigns) of the ONE PART.

AND

Sh. ____________________S/o Shri_______________________, R/o ______________ _________________Doctors Lane, __________________. (hereinafter referred to as the "Lessee" which expression unless repugnant to the context thereof shall mean and include his heirs, administrators, executors and assigns) of the OTHER PART. WHEREAS the lessor is the absolute owner of the residential property bearing Flat No. ____(hereinafter "Residential Property").

AND WHEREAS the lessee has agreed to take on lease the said Residential Property comprising of two bedrooms, drawing-cum-dining, kitchen, one bathroom, one toilet, one balcony and one scooter garage admeasuring a total built up area of ____________. (Approximately) or its thereabouts (hereinafter all of the aforementioned referred to as "Demised Premises") for the residential purpose of Sh. ______________and his family, such demise being purely temporary and limited to the period of this lease. Accordingly, the Lessor and Lessee (hereinafter collectively referred to as the "Parties") are executing this Lease Deed to reduce the terms and conditions agreed in respect of the Demised Promises in writing.

NOW THIS DEED WITNESSETH and it is hereby agreed by and between the Parties hereto as follows:

1. This the lease in respect of the demised premises shall commence w.e.f. __________________and shall be in force initially for a period of one year which may be further extended for a period of one more year with an increase of Rs. ____________ in monthly rent.

2. That the Lessee shall pay to the Lessor, lease rent of Rs. ____________ per month in advance but before the _________of the month through a cheque drawn in favour of Mrs. _______________.

3. That the Lessee shall pay to the Lessor a sum of Rs. ____________________ as security deposit free of interest which will be refunded at the time of the premises having been handed back properly to the Lessor with all the fittings and fixture etc. in good condition, all dues having been cleared.

4. The Lessee shall pay the Electricity & Water according to the concerned authorities/Bills.

5. It is further agreed to by and between the parties that after the expiry of the Term i.e. ______years, the Lease in respect of the demised premises shall ipso-facto be terminated.

6. That the Lessee shall not make any structural addition/ alternations, but may install air conditioners or room coolers etc. without damages to the property.

7. That the Lessee shall not sublet the premises the whole or any part thereof during the period of tenancy nor will allow at the time of vacating the premises and will hand over peacefully vacant possession of the premises to the Lessor or his authorized agent.

8. That the Lessee will use the premises purely for the residential purposes and shall not use the premises. Nor part of it for any other purpose.

9. That at the time of occupation, the Lessee shall see that all fittings and fixtures are in perfect order and shall be responsible to restore this in the same condition in which they have been taken over except natural wear and tear.

10. That the Lessee shall allow the Lessor or his authorized agent to enter the said premises at reasonable hours or when necessary for inspection/ repair etc.

11. That day to day repairs arising out of the normal wear and tear or resulting from any modifications by the Lessee shall be done by the Lessee at his own cost but any major structural repairs will have to be done by the lessor at his own cost.

12. That the Lessee or the Lessor has the right to terminate the Lease Deed with written notice of one month of either party.

13. That the Lessor shall pay all the taxes i.e. house tax, property tax, service tax etc.

14. That in case of default of non-payment of the Lease amount for the maximum period of _________months, the Lessee has got to vacate the premises immediately. No claim whatsoever will be entertained.

15. That the Lessee has agreed to abide by the terms and conditions of the Lease Deed. In case of failure to comply with any condition the Lessor shall have option/right to get the premises vacated without any notice.

16. That any dispute related for the aforesaid house shall be subject to the jurisdiction of the Court at ___________.

IN WITNESS WHEROF THE parties have set and subscribed their hand in the presence of the witnesses mentioned herein below.

WITNESSES:

1. LESSOR

2. LESSEE

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP executed on the ………… between (1) Sh. ……………… son of Late Sh………………… resident of ………………… on the first part and herein after called party number one and (2) Sh. …………… son of Sh. ………… resident of …………… On the other part and herein after called party number two.

WHEREAS both the parties to this deed have come together and decided to start a business of ______ under the name and style of ______________.

AND WHEREAS the parties to this deed are desirous that the terms and conditions agreed between them upon which the partnership business shall henceforth be carried on be reduced into writing.

NOW THEREFORE, THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:

1. That the partnership business comes into force with effect from …………..

2. That the partnership business be carried on under the name and style of M/S ……………….. However, the parties are at liberty to adopt such other trade name or names as they may consider fit.

3. That the business of the partnership shall be that of ……….. However, the parties are at liberty to enter into other areas of activities as they may consider fit from time to time.

4. That the parties have agreed that for the present its place of business will be at …………………………… . However, the parties to this deed are at liberty to shift the place of business to such place or places, as they may consider necessary.

5. That the capital of the partnership firm shall consist of such sum or sums of monies as may be required and shall be contributed by the parties in such proportion as may be agreed from time to time.

6. Each partner shall devote his whole time and attention to the partnership business and no partner shall without the consent of the other partners engage in any other business or hold any office or appointment.

7. That all the parties to this deed shall be responsible for and entitled to carry out the day to day functioning of the partnership firm and shall not do any act detrimental to the interest of the partnership.

8. i) The parties of the first and second parts shall be entitled to remuneration and the aggregate yearly remuneration for each accounting year or part there of shall be as follows:-

    a) In respect of first Rs. 3,00,000/-, 90% of the book profit or Rs. 1,50,000 whichever is more.

c) In respect of balance 40% of the book profit.

ii) The parties of the first and second parts shall be paid salary at the following rates with effect from ……………..

Party of the First part	Rs..…...p.m.
Party of the Second part	Rs.…….p.m.

However, remuneration paid in terms of para (ii) above shall not exceed the amount stated in para (i) above. Any excess paid to the partners shall be debited to their capital account at the end of year.

iii) That the above partners shall be entitled to withdraw any amount from the partnership firm against the amount standing to the credit of their capital, current, loan account or his share of profit for the relevant accounting year in such manner as may be decided by the partners by mutual consent. The partners shall also be entitled to charge for specific supervisory services rendered on behalf of the firm.

9. Simple interest at the rate of (As agreed between partners)..... per cent per annum shall be payable, as decided mutually by the partners by the firm on aggregate of the net amounts, for the time being standing to the credit of capital account of the partners together with the proportionate amount attributable to the partners in the reserves if any of the partnership.

10. That the net profits/losses of the partnership business as per the accounts maintained by the partners after deduction of all expenses relating to business of the partnership including rent, salaries and other establishment expenses as well as remuneration and interest payable to partners in accordance with this deed of partnership shall be divided and distributed between the partners on the close of accounting year in any proportion:

    1. Sh. ……………… -
    2. Sh. ……………… -

11. That the partnership shall maintain regular books of account in the usual course of its business and which shall further be open to inspection to the parties to this deed or his authorized agent during the working hours.

12. That the first accounting period of the partnership firm shall be from 1st April to 31st March each year, when proper profit & loss account and balance sheet shall be drawn.

13. That the Bank Account or Accounts as and when opened shall be operated jointly or severally by the parties to this deed.

14. That none of the parties to this deed shall borrow any loan for his personal use or benefit in the name of the partnership. The partnership shall only be responsible for those loans or amounts, which have been brought into the books of account of the partnership and utilized for the benefits of the partnership.

15. That the parties to this deed shall be honest and faithful to each other and always act in the manner conducive to the best interest of the partnership.

16. That in the event of the death or retirement of any partners, the firm will not be dissolved and the remaining partner will carry on the business by admitting the legal representative of the outgoing partner after executing a fresh deed of partnership on such terms and conditions as they mutually agree.

17. That the partners are at liberty to retire from the firm after giving three month's notice in writing of his intention to do so and on the expiry of the period mentioned therein he will no more be the partner of the firm and his account will be settled. That the retiring partner shall not have any rights/ liabilities other than his share of profit/ loss and the balance in his capital account up to the date of retirement. The retiring partner's account shall be settled immediately on his retirement. In case the funds with the firm are insufficient the retiring partner shall be paid an interest at any rate of interest on the amount payable to him.

18. That no retiring partner shall carry on similar business under the name, which is identical with or resembles the name of the partnership, i.e. M/S …………… unless, consented in writing by all other partners.

19. That in the event of any dispute or difference arising between the partners with regard to interpretation of the terms of this Deed, the matter shall be referred to an arbitrator, who shall be mutually appointed and whose decision shall be binding on all the parties.

20. That the terms and conditions of the partnership can be varied/altered/additions or deletions made thereto with the mutual consent of the parties.

21. That any other matter not provided for in this Deed shall be governed by the Indian Partnership Act, 1932 then in force.

IN WITNESS WHEREOF the parties to this deed have set their hands in the presence of the persons whose names, signatures, and addresses appear hereunder.

WITNESSES

1.	1. (PARTY OF THE FIRST PART)
2.	2. (PARTY OF THE SECOND PART)

<u>RETIREMENT DEED</u>

<u>M/S ABC & Co.</u>

This deed of Retirement is made on this day of ….. …….. 20… at …………. amongst :

1. Sh. ………….. S/o Sh. ……………, about ….. years of age, a resident of ………, here in after called the party of 1st Part.

2. Sh. ……………S/o Sh. ……………, about …. years of age, a resident of ………., here in after called the party of 2nd part.

3. Sh. …………… S/o Sh……….., about 50 years of age, a resident of ………, here in after called the party of 3rd part.

Whereas the said parties have been carrying on the business under the name of **"<u>M/S ABC & CO.</u>"** in the terms of partnership deed dated …………..

And whereas the party of 3rd part (i.e. Sh…………) has agreed to retire from the said partnership firm w.e.f. ……….., 20… and parties of 1st & 2nd parts have agreed to continue the business on the terms & conditions mentioned hereinafter.

<u>NOW THIS DEED OF RETIREMENT WITNESSES AS UNDER</u>:

1. That parties of 3rd part (i.e. Sh. ……………….) shall retire from the firm w.e.f. ……………..

2. That an account has been taken of the State of Affairs of firm as on ……… (date of retirement), which has been mutually settled & now there is no dispute regarding accounts of the firm.

3. That balance standing to the credit of the retiring partner (i.e. Sh. …………….) shall be discharged by the continuing partner in due course of time.

4. That the continuing parties of 1st & 2nd parts (Sh. ………… & Sh. …………) have taken over the partnership business on the basis of Balance Sheet prepared as on ………………(date of retirement) and henceforth all the assets & Liabilities of partnership firm shall belong to the said continuing parties of 1st & 2nd parts.

5. That the retiring party of 3rd part (i.e. Sh. …………….) shall have no right upon the future Profits of the firm.

6. That the continuing parties of 1st & 2nd parts (Sh. ………… & ……………)shall be entitled to carry on the business in the name of the firm but the retiring party of (3rd part) shall not be entitled to carry on the business in the name of this firm.

7. That the continuing parties of 1st & 2nd parts shall enjoy the exclusive rights towards Goodwill, Licences, Land, Building, Sheller & other assets of the firm and will be at liberty to take in any person or persons as partner in the firm in future.

8. That the retiring partner of (3^{rd} part) shall be liable for all taxes & penalties and entitled to Refunds up to ……………. (date of retirement) in their profit sharing ratio.

9. That continuing parties (1^{st} & 2^{nd} part) shall be responsible to get complete all kinds of pending cases.

10. In case any dispute between the parties, the same shall be referred to Arbitration.

11. That the parties of (1^{st} , 2^{nd} & 3^{rd} part) to this agreement shall sign, execute and do all such further documents, deeds acts & things as the other party may reasonable require for completely effectuating this Agreement, In case retiring party of 3^{rd} part (i.e. Sh. ……………) do any such act or thing by which the continuing part of 1^{st} & 2^{nd} parts (i.e. Sh. ………… & Sh……………) suffer any loss, he (Sh………………(retiring partner) will be liable to compensate the continuing parties of 1^{st} and 2^{nd} part.

In witness whereof, the parties hereto have set forth their signatures on this day ……………… (date of retirement) in the presence of following witnesses:

RETIRING PARTIES:	CONTINUING PARTIES:
1 ___________________	1 ___________________
	2. ___________________

WITNESSES :

I ______________________

____

II ______________________

____

DISSOLUTION DEED

This deed of dissolution is made on this 1st day of …………. Between

1 Sh / Smt. …………. S/o / w/o Sh. ………… R/o …………………on the first part and hereinafter called Party No.-1.

2. Sh / Smt. …………. S/o / w/o Sh.. ………….R/o …………………..on the second part and hereinafter called Party No. - 2.

And

3. Sh / Smt. …………. S/o / w/o Sh.. …………… R/o …………………Delhi on the third part and hereinafter called Party No.-3

WHEREAS all the above said parties were carrying on business in partnership under the name and style of M/s …………….. by virtue of a Deed of Partnership executed by them on ……… and whereas all the partners have mutually agreed to dissolve the said partnership i.e. after the closure of books as on 31.03.20. and hence it is now considered necessary by all the parties to record the dissolution in the manner hereinafter appearing:

Now This Deed Witnessth As Under: -

1. The partnership is hereby terminated and stands dissolved with effect from ………….

2. All the books of accounts upto the date of dissolution of the firm shall be in the possession of Party No 1 and she shall be responsible for producing the same whenever required by any authority.

3. All Income Tax and other liabilities of every nature upto the date of dissolution relating to the business shall be borne by all the parties in their profit sharing ratio prior to this dissolution.

4. None of the parties has executed any deed or stood surety of any person or has transferred their interest in the firm by mortgage, sale or otherwise or taken any loan on hundies or otherwise from any person on behalf of the firm and in the event of any party having done the same, it shall be responsible for it without recourse to the other.

5. The partners have finally settled their account.

6. The partners hereby agree that in the event of any dispute, of any nature whatsoever, between them, the same shall be referred to the arbitrator/s mutually decided by them and the award of the arbitrator/s shall be final under the Arbitration Act.

IN WITNESS WHEREOF, we the above said parties to this dissolution deed set our hands hereunto the day and year first written above.

Witnesses	**Parties**
1. ____________________	1. (Sh……………….)
2. ____________________	2. (Sh. ……………….)
	3. (Sh. ………………..)

SALE DEED
(General)

This deed of sale is executed on ________ day of _____________ month of_____________year by Shri./Smt. _________________________, S/o, W/o. ___________________________, occupation_______________, And Aged __________ years, residing at ___________________________ ____ ____ ______, hereinafter called the "SELLER".

In favour of

Sri./Smt. _________________________ S/o./W/o. ___________________, occupation _____________________, aged __________ years, residing at____ ____ _____________, hereinafter called the "PURCHASER".

Whereas, the term SELLER and PURCHASER, unless repugnant to the context shall mean and include there representatives heirs, successors, executors, administrators, trustees, legal representatives and assigns.

Whereas, the SELLER herein, is the sole and absolute owner of immovable property bearing No.___________ known as ______________________ situated at ________________ and more fully described in the schedule hereunder written and hereinafter called the schedule property.

Whereas, the SELLER is the absolute owner, having acquired the property, by _____________________ and since then SELLER has been in possession and enjoyment of the schedule property and paying taxes and levies thereon, as sole and absolute owner thereof.

Whereas the SELLER herein being desirous of selling the Schedule property due to the reason ____________

Whereas the PURCHASER has agreed to purchase the schedule property in terms an oral / written agreement for a total sale consideration of Rs.____________ (Rupees _________________________________only) and the purchaser in terms of aforesaid oral / written agreement agreed to pay the entire sale consideration at the time of execution of the sale deed.

Whereas in consideration of the purchaser having paid the entire sale consideration Rs. _________ Rupees _________________________only) as aforesaid the receipt of which has been duly acknowledged by the SELLER, who acquits the purchaser from making any further payment towards sale consideration, the SELLER, as beneficial owner, DOES HEREBY GRANT, CONVEY, TRANSFER, BY WAY SALE AND ASSIGN into and in favour of the purchaser of the schedule property and every part thereof together with the right, title and interest therein, with all the benefits advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, appurtenances or any other things hidden in the earth belonging to or appurtenant thereto etc., attached to belonging to and reputed to belong to the Schedule property TO HOLD, TO POSSESS AND TO ENJOY the same forever free from all encumbrances, charges, all kinds of mortgage, agreement to sell, court litigation's and any other statutory charges.

Whereas the SELLER hereby declares and covenants with the purchaser that he is the sole and absolute owner of the Schedule property and has a clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the purchaser in terms of this deed. The SELLER further declares that he has not done any acts, deeds or things so as to curtail, restrict or prejudice his right to convey or prevent him from selling the Schedule property in terms of this deed.

Whereas the PURCHASER having now paid the entire sale consideration as detailed below, has requested the SELLER to execute the Sale deed in his favour and the SELLER has duly agreed thereto.

NOW THEREFORE THIS DEED OF ABSOLUTE SALE WITNESSETH AS HEREUNDER:

1. The SELLER hereby confirms that the PURCHASER has paid the entire sale consideration as under:

a. Amount paid by Cheque No.____________ or in Cash dated ____________ Rs. _________

b. Remaining amount paid by Cheque or D.D. or Pay order before Sub-Registrar at the time of Registration of this Sale deed Rs.__________ Total Rs.___________ (Rupees ____________________________________ only)

Whereas the SELLER hereby further declares that the schedule property is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments, lis-pendens, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims from third detrimental to the interest of the PURCHASER

Whereas the SELLER hereby assures the PURCHASER that all taxes and levies on the Schedule property have been paid up to date and arrears if any, till the date of sale deed shall be duly paid by him and future taxes in respect of the Schedule property shall be paid by the PURCHASER.

Whereas the SELLER hereby declares and covenants with the PURCHASER that he shall do or cause to be done all acts, deeds and things which are legally or reasonably required to be done at the instance of the PURCHASER for morefully and perfectly assuring the right, title and interest of the PURCHASER in the schedule property herein conveyed and the PURCHASER shall bear such expenses.

Whereas the SELLER hereby indemnifies and keeps the PURCHASER or his successors-in-title fully indemnified against any loss or liability cost or claims, action or proceedings, if any should arise, at any time in future against him owing to any defect in or for want of clear and marketable title or due to any defect, violation or non -compliance of any of the declarations or covenants herein.

Whereas the PURCHASER shall be the sole and absolute owner of the schedule property with attendant rights of ownership, possession, enjoyment and shall be entitled to deal with and dispose of the Schedule property as deems fit without any interference, obstruction or hindrance from the SELLER or any one claiming under, through or in trust for him.

Whereas the SELLER has this day delivered the vacant possession of the schedule property to the PURCHASER along with all the available original title deeds and documents which are in his possession pertaining to or relating to the schedule property.

SCHEDULE OF THE PROPERTY

(Conveyed under this deed)

All the piece and parcel of immovable property bearing No.____________ Measuring________________________

Bounded by:-

On the East	:	
On the West	:	
On the South	:	
On the North	:	

Market value of the property conveyed under this deed is Rs.____________ (Rupees _______________________________ only).

The Stamp duty is paid on the market value as computed above.

IN WITNESS WHEREOF the parties herein have affixed their respective signatures to this deed at _______________ on this ______________ day of ______________ year in presence of the witness:

WITNESSES:

1. SELLER

2. PURCHASER

MEMORANDUM OF ASSOCIATION

1. NAME OF THE SOCIETY: The name of the society shall be "__________________________".

2. REGISTERED OFFICE: The Registered Office of the Society shall remain in the_______ and at present shall be located at _________________________________

2a. AREA OF OPERATION: _________________________________

3. AIMS & OBJECTIVES: The aims & objectives for which the Society is established are as under.

i) To Establish ____
ii) To____
iii) To ____
iv) To establish, undertake, superintend, administer and contribute to____.
v) To____.
vi) To promote____
vii) To take the lease, exchange, hire, purchase, hold, have use and take possession of and enjoy any personal or real property for the use and purpose of the Association and sell, lease, mortgage, create trust, alienate or dispense the same for the uses and purposes for which the said Association is formed.
viii) To receive property by gift, demise or bequest and to otherwise acquire and hold property, real or personal, including shares or stocks, bonds and securities.
ix) To solicit and enlist financial aid and assistance for the accomplishment of the purposes of the Association.
x) To invest the funds of the society or any monies entrusted to it in such investments and in such manner as the society may from time to time determine.
xi) To borrow of raise money for the purpose of the society.
xii) To appoint and employ and pay____________________________________
xiii) To possess, acquire or own____.
xiv) To purchase, provide, construct, erect, alter, furnish and maintain any buildings for carrying out all or any of the said objects.
xv) To do all other acts and things necessary or expedient for the administration of the affairs and attainment of the purposes of the society.

All the income, earnings, movable, immovable properties of the society shall be solely utilized and applied towards the promotion of its aims and objects only as set forth in the Memorandum of Association and no profit thereof shall be paid or transferred directly or indirectly by way of dividends, bonds, profits, or in any manner whatsoever to the present or past members of the society or to any person claiming through any one or more of the present or past members. No member of the society shall have any personal claim on any movable or immovable properties of the society or make any profit, whatsoever by virtue of his/her membership.

4. **GOVERNING BODY :**

The name, addresses, occupation and designation of the present members of the Governing Body to whom the management of Society is entrusted as required under Section 2 of the Societies Registration Act, 1960 as applicable to the ________ Capital Territory of _____________ are as follows: -

S. No.	Name Full in Capital	Address	Occupation	Designation in the Society
1				
2				
3				
4				
5				
6				
7.				

5. **<u>DESIROUS PERSONS</u>:**

We, the undersigned are desirous of forming a Society namely, **"_______________________________________."** under the Societies Registration Act, 1960 as applicable to the _________ Territory of _____________ in pursuance to this Memorandum of Association of the Society.

Sr. No.	**Name & Address**	**Occupation**	**Signature**
1			
2			
3			
4			
5			
6			
7			

RULES & REGULATIONS

1. **Definitions:**

In these rules unless the context otherwise requires:

a) The "Society" shall mean "___________________________________."
b) "Bye-Laws" means byelaws that may be in force from time to time under the rules of the Society.
c) "Financial Years" means the year commencing on the __ of _______ of any year and ending on the __ of the __________ of the following year.
d) "General Body" means the General Body of the Society.
e) "Governing Body" shall mean the Body as constituted under the rules.
f) "Members" means the member admitted as such under these rules.
g) "President" means the President of the Governing Body and the Society, as such.
h) "Vice President" means the Vice President of the Governing Body and the Society, as such. The "Secretary" shall mean the Member Secretary of the Society referred to in these regulations.

2. **Eligibility for Membership:**

Any person, who is interested in the pursuit of _________________________ defined in the aims and objects of the Society and is desirous of becoming a Member for promoting the objects of the society, can be invited by the Governing Body, at its sole discretion to become a member and admit him/ her as such.

3. **Category of Members**

The Society shall have the following types of members:

(A) **Patron Members:**

Any person or persons who have rendered outstanding service in any_________________________________- may be enrolled as a Patron Member

(B) **Individual Members**:

i) **Honorary Members**:

ii) **Ordinary Members:**

The governing Body may invite any person/s interested or engaged in the promotion/study of _____________. Such a person may be enrolled as an

Ordinary Member on payment of an annual subscription of Rs______/- (Rupees _____________ only).

iii) **Associate Membership:**

The Governing Body may invite any organization or association or Corporation, to be an associate member of the Society in furtherance of its objectives on Annual Subscription of Rs.________/- (Rupees _________________ Only)

4. **Termination of Membership:**

A member of the Society shall cease to be a member:

a) On his/ her failure to pay the dues of the Society within _________ months calculated from beginning of the financial year; or
b) On his/ her resignation; or
c) On a General meeting of the Society resolving by a majority of ____________ of the members present there at that the member has been acting contrary to the interests of the Society, in spite of his/ her having been informed to that effect by the Governing Body.
d) If he is adjudged an insolvent or if he is declared by a competent court to be of unsound mind or is convicted of a criminal offense or an offense involving moral turpitude.
e) Reasons of termination shall be communicated to the concerned person in writing.

5. **Membership Not Transferable:**

Membership of Society is not transferable from one person to another.

6. **The Governing Body:**

The General supervisions, direction and control of the management affairs and funds of the Society shall be vested in the Governing Body, which may exercise all powers and do all acts and things which may be exercised or done by the society.

7.(A) **Composition of the Governing Body:**

The Governing Body shall consist of not less than __ members including the __________ of the Society. The members of the Governing Body shall hold office unless their successors are duly elected.

The Governing Body shall elect from among its members, the President, Vice President and a Secretary. President shall preside at the Governing Body meetings and the general body meetings. In the absence of the President, Vice president shall preside over the meeting. In the absence of both, the members present may elect one amongst them as a presiding officer for that meeting. The business will be conducted as per agenda circulated to the members along with the notice for the meeting earlier.

The members of the Governing Body shall hold office for a period of __ years, but will be eligible for re-election.

As required under section 4 of the Society Registration Act, 1860, a list of the office bearers and members of the Governing Body of the Society shall be filed with the Registrar of Societies, ______ once in a year.

(B) **Governing Body Meeting:**

The Governing Body may meet from time to time for conducting the Society's Business as deemed fit at the time and place specified in the notice issued by the Secretary in consultation with the Chairperson.
No more than 12 months shall elapse between each meeting of the Governing Body.

At least 14 days notice shall be given before each meeting, which shall also enlist the agenda to be transacted. However, if the President and Member agree, a meeting at a shorter notice may be called for transaction of Business.

A resolution of the Governing Body may also be passed by circulation among the Members, who are in India and if the majority express their opinion in favor of it, a resolution so passed shall be having been passed in a duly held Governing Body meeting.

(C) **Quorum for Governing Body Meeting:**

At least 2/3rd of the members of the Governing Body shall constitute the quorum for meetings of the Governing Body. In case of a tie the President shall have a casting vote.

8. **Term of Governing Body Members :**

The tenure in office of the Governing Body members shall be three years. When a newly formed Governing Body takes over, the earlier members retire. The earlier members are however, eligible for re-election for newly constituted Governing Body. At least one third of the Membership shall retire at the end of the 3 years term but shall be eligible for re-election. The retiring members shall be those who have been longest in the office.

Any vacancy in the membership of the Governing Body arising due to death, resignation, removal, disqualification or any other cause, may be filled in by the Governing Body by appointing a person from amongst the members of the Society to fill such vacancy; such appointee shall continue to hold office for the un-expired term for his predecessor in office. That member will be eligible for re-election. Elections will be held by _______________.

9. **Power & Functions of the Governing Body:**

Without prejudice to the above the Governing Body shall have powers:

a) To deliberate and pass resolutions on all matters arising from time relating to the aims and objectives of the Society.
b) To form sub-committee from amongst the members and by co-options of outside experts whenever necessary, for special purpose. The terms of outside experts whenever necessary, for special purpose. The terms of reference for any such sub-commuters will be provided by the Governing Body.
c) To determine the terms and conditions applicable to the admission of different categories of members.
d) To approve budget and delegate financial an administrate power in regard to sanctioning of expenditure, entering into contracts and investments of the funds of the Society.
e) To appoint advisers, consultants, attorneys or other persons for any work connected with the affairs of the Society and suspend/discharge remove them and to define from time of time their remuneration and conditions of employment/engagement.
f) To institute, defend of compromise any legal proceedings concerning the Society.
g) To execute and sign all deeds and documents and to enter into contracts or engagements on behalf of the Society and to secure its fulfillment thereof.
h) To convene Annual General Meeting and Special General Meeting of the Society either on requisition of sub motto.
i) To approve the audited Accounts of the Society.
j) To purchase of otherwise acquire for the Society any property, interests, Rights, privileges, powers or concessions which the Society is

authorized to acquire at such price and on such terms and conditions, as it may think fit.

k) To accept donations, grants, gifts and bequests of money property and rights to property.

l) To exercise the borrowing powers and obtain credits for the Society and to exercise the same in the name and on behalf of the Society.

m) To make necessary rules of bye-rules for the conduct and management of the affairs of the Society and to make amendments thereto.

n) To provide a common seal of the Society and keep it in safe custody.

o) To do all other acts and things for the fulfillment, furtherance and promotion of the aims and objects and the interests of the Society in general.

p) To open bank accounts in any RBI approved bank and operate through two office bearers of the society.

10. **Office bearers of the Society:**

The officers of the Society shall be the President, Vice Presidents and Secretary.

The President will normally have a term of office of _______ years but shall continue to hold office until a new President, is elected in his place. He will be eligible for re-election. Any vacancy in his office shall be filled by appointment by the Governing Body. However, the one exception will be the first President, who is a promoter member, who shall hold office till he resigns or since die.

11. **Powers, Functions and Duties of the Secretary**

a) The Secretary shall be the CEO of the Society and shall exercise such powers as may be delegated by the Governing Body from time to time;

b) He shall also be the _______________ Advisor to the Society and shall regulate the ____________work undertaken by it and may himself participate in such work;

c) The secretary shall have charge and custody of and be responsible for all funds and securities of the Society and shall receive and give receipts for money due and payable for the Society from any source whatsoever;

d) He will represent the Society and defend any legal proceedings in law courts and other places and sign and execute all deeds and documents of the Society as approved in Meeting of the Governing Body and its sub-committees, if any, as required;

e) The Secretary shall issue notice and convene all the concerned General Meetings, Annual and Special Meetings of the Governing Body and its sub-committees, if any as required;

f) The Secretary shall be an ex-officio member of any sub-committee of the Governing Body;

g) To keep a correct and detailed account of all the income and expenditure of the Society.

h) To prepare a statement of income and expenditure very month;

i) To manage the office of the Society including matters pertaining to the employees of the Society;

j) To maintain minute books of all general meetings, annual & special and of the meetings of all the subcommittees;

k) To maintain proper and up-to-date register of the members of the society;

l) To maintain proper and accurate records, books, files and other documents regarding the working of the Society.

12. <u>General Body Meeting:</u>

A) Place:
All meetings of the General Body and of the Sub-Committees shall be held at the registered office of the Society unless otherwise decided by the Governing Body.

B) Annual General Meeting
The Annual General Meeting shall be held once in a year and normally not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next, for the purpose of passing annual Audited Accounts, electing the Governing Body Members and for transacting a any other business as many come before the meeting.
The Special Meetings can be called for any special purpose.

C) How Convened
The Special meeting shall be called either by the ____________ under the direction of the Governing Body or may be requested by not less than one-third of the ordinary members.

D) Notice of Meeting
There shall be twenty-one days of clear notice for meeting of the Annual or Special meeting of the General Body.

13. **Quorum:**

Two third (2/3rd) members present shall from a quorum. If the quorum is not complete the President shall adjourn such a meeting for another time ensuring that more than 12 months have not elapsed between the last meeting and the current one. The members present then shall constitute the quorum.

14. **Voting:**

Voting at all General and Special Meetings shall be by a show of hands. Only ordinary members will have the right to vote.

15. Funds of the Society:

The income and property of the Society, however, derived shall be applied towards the promotion of the objects thereof as set forth in the Memorandum of Association. No portion of the income or property of the Society shall be transferred directly or indirectly by way of dividends, bonus, or profits to any persons who at any time are or have been members of the Society or to any person claiming through them.

Provided nothing herein contained shall prevent the payment in good faith of remuneration to any member or officer thereof, or other persons in return for service tendered to the Society.

16. **Bank Account:**

The Governing Body has been empowered to maintain Bank Account in a Nationalized Scheduled or any other RBI approved Bank of the Funds of the Society to be operated upon jointly by any two viz. President, Secretary and any authorized member of the Governing Body.

16. Annual List of the Governing Body to be filed:

Once in every year, on or before the fourteenth day succeeding the day on which the Annual General Meeting of the Society is held, a list shall be filed with the Registrar of Societies of the names, addresses and occupations of the affair of the Governing Body then entrusted with the Management of the affair of the Society.

18. **Property of the Society:**

All property belonging to the Society shall be deemed to be vested in the Governing Body of the Society and shall be referred to as `The Property of the Society'.

The Society shall make available a copy of the audited accounts to the Donor Agency on its request on the funds utilized to the extent of its contribution. The financial year of the Society shall be from __________ to___________.

19. **Suits and proceedings by and against the Society:**

The society may sue or may be sued in the name of the president or secretary or any office bearer authorized by the governing Body in this behalf as per section 6 of the Societies Registration Act, 1860 as applicable to the _________ Territory of ________.

No suit or proceeding shall abate by reason of any vacancy or change in the holder of the office the president, the Secretary or any office bearer authorized in this behalf.
Every decree or order against the Society in any suit or proceeding shall be executable against the property of the Society and not against the person or the property of the president, the Secretary or any office bearer.
Nothing shall exempt the president, the Secretary or office bearer of the society from the criminal liability under this act or entitle him to claim any contribution from the property of the Society in respect of any fine paid by him or upon conviction by criminal court.

20. Every member of the Society may be sued or prosecuted by the Society for any loss or damage caused to the Society or its property or for anything done by him, which is detrimental to the interest of the Society.

21. **Accounts and Audit:**

The Society shall keep correct and complete books and record of the accounts and have them audited by a firm of Chartered Accountants and shall keep minutes of the proceedings of its meetings and shall keep at the registered office a record giving the names and addresses of the members.

22. **Dissolution:**

At any time, if it is found that the arrears of the Society cannot be carried on, either because it has survived its usefulness or because sufficient support is not forthcoming or for any other reason, the Governing Body may, by a majority of three-fourth of its members recommend the winding up of the Society at its General Meeting specifically called for that purpose. The Society shall not be wound up save by clear majority of three-fourth of its members present and voting at the special General Meeting.

The process of dissolution should be followed as per the provisions laid down under section 13 and 14 of the Societies Registration Act, 1860 as applicable to the ______ Territory of ________.

23. **Miscellaneous:**

a) Bye-Laws
The Governing Body may at any time and from time to time frame Bye-laws for the purpose of carrying out the objects and effective application of the rules of the Society.

b) Amendment to the Rules and Byelaws
The General Body may make adopt, amend, add, alter, modify, repeal and rescind Rules and Byelaws and the same shall be binding on the members of the society and all the such amendments to the Memorandum of Association or Rules will be carried out in accordance with the procedure laid down under section 12 and 12A of the Societies Registration Act, 1860.

c) Common Seal
The Governing Body shall provide a common seal for the Society. The seal shall not be affixed to any instrument except by the authority of a resolution of the Governing Body or of a Committee of the Governing Body authorized by it on that behalf and except in the presence of at least two members and the Secretary or such other persons as the Governing Body may appoint for the purpose.

24. **Interpretation of Rules:**
The Governing Body shall be the sole authority for interpretation of these rules and the decision of the Governing Body upon any question of interpretation or upon any matter affecting the Society and not provided for by those rules shall be final and binding on the members.

25. **Application of the Act:**
All the provisions under all the sections of the Society Registration Act, 1860 as applicable to the ________ Territory of _______ Shall apply to this Society.

26. **Essential Certificate:**
We, the following four members of the Society do hereby certify that the above is a true copy of the rules and regulations governing the Society namely "__________________________________."

Name	**Address**	**Designation**	**Signatures**

AFFIDAVIT

I, Mr. ______________________, Son of _______________________, resident of _________________________________ do hereby solemnly affirm and declare as under:

That I am the president of the society namely “______________________”

That the name of the society shall be changed if the same or similar named society is found to be registered in the office of the Registrar of firm and societies, ______.

That the Desirous Persons of the society are not related to each other by way of blood relation or otherwise.

DEPONENT

Verification

Verified on this the __ day of _________, 20__ that the above said fact are true to the best of my knowledge and belief and noting important has been concealed there from.

DEPONENT

ANNEXURE – I

List of Founder of the Society

S. No.	**Name Full in Capital**	**Address**	**Occupation**	**Designation in the Society**
1				
2				
3				
4				
5				
6				
7.				

ANNEXURE – II

List of office Bearer of the Society

S. No.	Full Name in Capital Letters	Address	Occupation	Designation in the Society
1				
2				
3				
4				
5				
6				

DEED OF TRUST

THIS DEED OF TRUST is executed on this ___day of _________ 20__ between Sh. __________ son of Sh. ________________ resident of ________________ _________________________ hereinafter referred to as the SETTLOR (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors and administrators) of the ONE PART.

AND

(i) Sh ______________ son of Sh _________________ resident of __________ _______________________

(ii) Sh ______________ son of Sh _________________ resident of __________ _______________________

(iii) Sh ______________ son of Sh _________________ resident of __________ _______________________

hereinafter referred to as the TRUSTEES (which expressions shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the survivor or survivors of them and the heirs, executors and administrators of the last survivor, their / his or her assigns and the trust or trustees, for the time being, of the said trust) of the other part.

And whereas the trustees have consented to act as the first trustees of these presents and to accept the trusts under these presents as testified by their being parties to and executing the same.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. NAME

The trust created by these presents shall be known as ___________________________

2. TRUST FUNDS

The Settler has donated Rs. _______/- as initial funds for the corpus of the trust. The trustees so declare that they, the trustees, shall hold and stand possessed of the sum of Rs. __________/- [Rupees ___________________ only] as trust funds.

3. REGISTERED OFFICE

The registered office of the trust will be located at ______________________________ or at such other place as the trustees may decide from time to time.

4. AIMS AND OBJECTIVES

The Main aims and objectives for which the trust is established are as under:

i) To established and/or manage______________________________.
ii) To ____
iii) To provide ____.
iv) To ____

In furtherance of the above Main objectives the Trust may undertake one or more of the following activities:

i) To conduct seminars, conferences, lectures to ____________________________.

ii) To create, process, acquire and market a range and variety of knowledge products and services for sustainable development and change.

iii) To conduct seminars, workshops, meeting etc. in furtherance of the above activities and for the effective networking.

iv) To propagate and support and provide expertise in any other community welfare/development activity in the context of women, children and other vulnerable section of the community;

v) To receive and disburse funds for the above in national/regional context and to act as a nodal agency;

vi) To accept any grants, gifts, donation and subscription in cash or kind in furtherance to the objectives of the Trust whether through India sources or from abroad *as may be permitted under the law*;

vii) To pay all costs, charges and expenses incidental to the management, administration and execution of the objectives and powers herein contained;

viii) To open and maintain account or accounts for the Trust in any scheduled bank or banks for the purpose of keeping the moneys and to operate on the same or authorize anyone or more operate upon them;

ix) To accept, in cash or kind, donations, gifts, grants, contributions, (as corpus or otherwise) and to collect interest and other income of the Trust for being utilized for furtherance of the aims and objectives of the Trust;

x) To purchase or take on lease lands, buildings and other immovable or movable properties in the name of the Trust;

xi) To invest, dispose off, transfer and otherwise deal with monies, assets and properties, for the time being, of the Trust in such manner as the law permits and proper to do in carrying out the objects of the Trust;

xii) To pay all expenses preliminary or incidental to the formation of the Trust and its registration and for management and administration for the same;

xiii) All activities financed from the funds shall be conducted in accordance with the ideals and objects as stated herein above and no discrimination shall be made on grounds of religion, caste, creed, sex or political affiliation of the implementing agency or beneficiary.

5. BOARD OF TRUSTEES AND MEETINGS

i. The trustees shall form the board of trustees of the trust. The total number of Trustees shall not exceed _________ in number and shall not be at any time less than _______.

ii. Trustees shall elect among themselves Chairman and Secretary of the trust who shall also be called managing trustees.

iii. The quorum in any meeting will be of at least of _____ trustees. Any trustee can call for meeting of the board by giving seven days notice in writing to all the trustees. PROVIDED HOWEVER that if the number of Trustees shall fall below the minimum fixed by these presents the Trustees shall not, except for the purpose of filling any vacancy, act as long as the number is below the said minimum.

iv. Trustees have right to resign by sending resignation letter to the board of trustees.

v. That trustee shall have the power to nominate/appoint any other person in their place as a trustee or appoint/nominate any other person as trustee after death, in his will, subject to approval of majority the existing trustees.

vi. That the trustees shall retire by rotation. Every year in the annual general meeting one trustee shall retire by rotation and the vacancy shall be filled. The retiring trustee shall be eligible for reappointment.

vii. That the trustees shall have power to frame and adopt rules/by laws for smooth running of _______________________being run and/or maintained by the trust.

viii. The trustees can appoint an Administrator to help them in the activities of the trust. The trustee shall fix suitable remuneration for the work being performed and done by the Administrator.

ix. The trustees shall meet at least once in every _____ months.

x. In the absence of the Chairman in any meeting, the Trustees present may elect one among themselves as Chairman of the meeting.

xi. That in the affairs of the trust, the majority rule shall prevail, unless specifically provided. However, in case of tie, the Chairman, conducting the meeting of the Board of Trustee will have the casting vote.

xii. That if any of the trustees does not act according to the majority rule or as per the deed or acts in a manner which is contrary to the objects and interest of the trust, he/she can be removed from the Board of trustees by a resolution passed by $3/4^{th}$ of the trustees present in a special meeting of the Board of trustees convened for this purpose.

xiii. That a resolution circulated amongst the Trustees and signed by the majority of the Trustees in office for the time being, shall be as valid and effectual as if it was passed at the meeting of the Trustees duly convened and held.

xiv. The Trustees may from time to time hold ordinary meetings for the transaction of day-to-day or any special business.

xv. That a Minutes Book shall be provided and kept by the Trustees and all proceedings of the Meetings of the Trustees shall be regularly recorded in the Minutes Book by the Secretary, if any, or in his absence by some one whom the Chairman appoints for the purpose. The Chairman of the Meeting at the conclusion shall sign the proceedings thereof or at the subsequent meeting when they are dully confirmed.

xvi. In case of either the Chairman or Secretary disclaiming the aforesaid authority or on account of death or resignation of any of them, the authority may be exercised by a trustee nominated by the others till the time the post of the Chairman or Secretary is fulfilled by election among the remaining trustees.

6. APPOINTMENT OF NEW TRUSTEES

Subject to the provisions contained in Clause 5 mentioned above, the appointment of new Trustees shall be governed by the rules as follows:

i. After the completion of the tenure of office of the Trustees, they shall retire but shall be eligible for re-appointment.
ii. Trustees shall have power by majority vote to co-opt and/or appoint any other person as trustee or trustees at any time or from time to time for the proper and convenient management of the affairs of the trust. Provided that before doing so the trustees shall take consent of the said person in writing.
iii. In case of vacancy / vacancies, new trustees shall be appointed from the representatives of voluntary organizations, funding agencies and independent experts in the field of development, finance, legal and other related matters.
iv. Filling in of vacancies shall be by a decision of the Board of Trustees. As far as possible, efforts shall be made to fill in the vacancies by unanimous decisions failing which the majority decision shall prevail.
v. If and as often as the trustees of THESE PRESENTS shall die or desire to retire or refuse or become incapable to act in the Trust thereof shall take the benefit of the insolvency law for the time being in force or if any Trustee shall remain absent from three consecutive meetings of the Trustees without leave of absence, then and in every such case, it shall be lawful for the surviving or continuing trustee or trustees for the time being of THESE PRESENTS to appoint new trustee so vacating their offices in the Board of Trustees.

7. EFFECT OF APPOINTMENT OF NEW TRUSTEES

Upon every such appointment made in pursuance of the last foregoing clauses thereof, the newly appointed Trustees shall have powers and authorities of a Trustee under THESE PRESENTS.

8. POWERS TO APPOINT COMMITTEES

The Board of Trustees shall be entitled from time to time to appoint with or without remuneration and on such terms and conditions as they may think proper, to appoint Committee as they may think proper to function under the Authority and control of the Trustees for carrying out the objects of the Trust of these presents or the management thereof and invest them with all such powers including power to incur all such expenditure as may be necessary for carrying out the objects of the Trust.

9. POWER TO DETERMINE ALL QUESTIONS OF DOUBT OR DIFFICULTY

It shall be lawful for the board of Trustees to settle and determine all matters of interpretation of THESE PRESENTS as well as matters of difficulty, doubt or dispute and all questions arising in the course of or incidental to the administration, management and execution if the trusts and power of THESE PRESENTS and any such settlement or determination shall be valid, binding and conclusive and shall not be objected to or re-opened upon any ground whatsoever.

10. POWER TO COMPROMISE

The board of trusted shall have _______ powers to settle compromise or compound, out of court, all suits, action and other proceeding and to settle all or other proceeding, difference of demand and adjust the settlement of all accounts relating thereto as _____ as if they were absolutely entitled to the trust fund and without being answerable for the loss occasioned thereby.

11. POWER TO PURCHASE, HIRE OR TAKE ON LEASE

The board of Trustees shall be entitled to purchase or hire or to take on lease a properly or properties for the purpose of carrying out the objective of the trust hereby created.

12. POWER TO BORROW

The Trustees may from time to time, at their discretion for the furtherance and carrying out the objects of the Trust of THESE PRESENTS, borrow such sum as may be determined by the board of trustees from time to time from and manner thereupon. The Trustees shall, at their discretion, make all such dispositions of the properties movable or immovable forming part of the trust fund or any part thereof and enter into such agreements, assurances and things in relation thereto as the Trustees may deem proper for giving security for such loan and interest.

13. INVESTMENT OF TRUST FUND

All money forming part of the Trust Fund and requiring investment shall be invested in any of the securities authorized by law for investment of Trust Funds which are permissible under section 11 (5) of the Income-tax Act, 1961 or shall at their discretion sell and/or realize the same or any part thereof.

14. IN WHOSE NAME MONEY TO BE INVESTED

All money forming part of the trust fund requiring investments shall be invested and the conveyance of assurance in respect of any immovable properly/properties forming part of the Trust fund shall be obtained in the name/names of the Trust.

15. OPENING AND MAINTAINING BANK ACCOUNTS

The Board of Trustees may open any banking account or accounts with such scheduled bank as may from time to time be determined by the Trustees and shall forthwith pay or cause to be paid the rents, income, dividends and all other money forming part of the Trust fund to the credit of any such account or accounts and such accounts or account shall be operated upon by such of the Trustees or other person as may from time to time be authorized to do so by a resolution of the board of Trustees.

16. ACCOUNTS AND AUDIT

The Trustees shall maintain regular accounts of the trust funds and shall get the same duly audited by a firm of chartered Accountant. The accounts and audit report and report of the Trust shall be made up at least once in a year covering the accounting period which shall be from _________ to _________________ every year.

17. ANNUAL MEETING

i. The Trustees shall hold every year an Annual Meeting.
ii. At the Annual Meeting, in each year, report of previous year will be read, audited accounts will be passed, budget for the coming year prepared and sanctioned and election of office bearers, if any, be held.

18. POWER TO SELL THE IMMOVABLE PROPERTY AND MANAGE

i. The Trustees shall have the power to duty, acquire, take on lease any property, movable and immovable that may be needed to carry out and further the objects of the Trust and incur all such expenses connected therewith
ii. The Trustees shall, manage any immovable properties for the time being forming part of the Trust fund in such manner as they shall think fit with full power to make improvement, repairs or alterations of any description and to make or incur any outlay for any such purpose or for the insurance or otherwise for the protection of benefits of the said premises and grant or renew leases or tenancy of occupation and to make any agreements with tenants or occupiers or intending tenants or occupiers.

iii. The Trustees shall, if the need arises, sell or assign or lease any movable or immovable property or properties for the time being forming part of the trust fund together or in parts for the purpose aforesaid or any of them to execute and do all such assurances, acts, suits and thing as they shall think fit.

19. RECEIPTS OF THE TRUSTEES

The receipt in writing by one of the managing trustee or any other person authorized by the board of trustees for any interest, dividend or income of the trust fund or for any deeds, papers, writing documents or other monies and effect payable to the trustees shall be sufficient and effectual discharge for the same. The Board of Trustees by a resolution may also authorize any scheduled bank or other banks in India to collect any interest, dividend or income of the Trust Fund on their behalf.

20. POWER TO AMEND THE RULES

If in the opinion of the Trustees, circumstances so require, the Trustees may make any alteration or amendment in the rules, as they may consider necessary for the better management or administration of the Trust activities or for carrying out the objects of the Trust. The decision on amending or altering the rules requires a resolution passed by at least 2/3rd of the trustees.

21. POWER TO MAKE RULES AND REGULATIONS

In addition to the aforesaid rules, the Trustees, shall from time, be entitled to make rules and regulations for the administration and management of the Trust of THESE PRESENTS and all matters incidental to or concerning the same PROVIDED, such rules and regulations shall not be repugnant to or be inconsistent with the provision of the purpose of the Trust thereof.

22. POWER TO AMALGAMATE OTHER TRUST OR VICE VERSA

The Trustees shall be at liberty to allow or to be allowed and permit, or to be permitted to amalgamate or to be amalgamated with any other Trust, Institution or Charity, in any areas or area whose objects are the same or similar to those of THESE PRESENTS, PROVIDED, they are not inconsistent with or repugnant to the objects hereof.

23. DISSOLUTION OF THE TRUST

It is declared that the trust is irrevocable. However, for any reason beyond the control of the trustees, if the trust fails, in the opinion of the trustees, the net assets of the trust both movable and immovable shall be handed over to any other trust having same objects and purposes with the consent and approval of all the trustees.

24. INDEMNITY TO THE TRUSTEES ETC.

The Trustees for the time being of THESE PRESENTS, shall be chargeable only for such monies, stocks, funds, deposits and securities as they shall actually receive, notwithstanding their signing of any receipt for the sake of conformity and shall be answerable or accountable only for their own acts, receipts, neglects, defaults, and not for those of others or any banker, auctioneer or any other persons with whom or into whose hands any trust monies or securities may be deposited in accordance with THESE PRESENTS not for the determination or loss of any stocks, funds, deposits or securities nor for defects or insufficiency of title nor for any other losses unless the same shall happen through their own neglect or willful demeanor.

25. POWER TO REIMBURSE

The trustees of these presents are entitled to be reimbursed and also to pay and discharge out of the trust funds; all expenses incurred by them or on their behalf in or about the execution of the Trust empowers of THESE PRESENTS in accordance with the decision of the Board of TRUSTEES.

IN WITNESS WHEREOF THE PARTIES hereto set their hands and seals, on the day and the year first hereinabove written above.

Signed, Sealed and Delivered
by the within named settler

(_______________)
(Settler)

In presence of

Signed, Sealed and Delivered
the above named trustees

(___________________) (___________________) (___________________)
(__________) (______________) (_______________)

In the presence of

INDEMNITY DEED

1. A contract of indemnity as defined under section 124 of Indian Contract Act,1872 is a contract by which one party promises to safe the other from loss caused to him by the contract of the promissory himself or by the contract of any other person.

2. This protects the lender against you defaulting on your loan. It is charged by most lenders if you borrow more than 70-80% of the value of the property. This type of obligation guarantees that the principal will pay any damages or losses suffered by the governing body or public while engaging in a potentially hazardous activity that requires a specific license or permit. For example: During the time of foreclosure, if the house is sold to pay off the loan and there is negative equity, then the indemnity bond pays the difference.

3. A person who gives the indemnity is called indemnifier and a person for whom protection is given is called the Indemnity holder.

DEED OF INDEMNITY BY THE PARTNER RETAINING ASSETS AND LIABILITIES TO A PARTNER ON THE DISSOLUTION OF THE PARTNERSHIP FIRM

THIS DEED of indemnity made at .... on this .... day of ...., 20…, between A son of Shri .... resident of .... (hereinafter referred to as "A") of the ONE PART and B son of Shri .... resident of .... (hereinafter referred to as "B') of the OTHER PART.

WHEREAS A and B had entered into a partnership by a deed of partnership dated .... to carry on the business of ...... under the name and style of M/s. .... at ....

AND WHEREAS certain disputes and differences arose between A and B and A and B decided to dissolve the said partnership.

AND WHEREAS A and B dissolved the said partnership with effect from vide Deed of Dissolution dated ....

AND WHEREAS under the said dissolution deed, A has taken Rs. .... as his share, for which he had issued receipt and discharged 8 of and from all his claims and every part thereof in the assets of the partnership and B has retained the assets of the partnership including goodwill, stock-in-trade valued at Rs. .... and has agreed to discharge the debts and liabilities of the partnership valued at Rs. ....

AND WHEREAS the partners by a public notice dated .... published in .... and .... in their issues dated .... have notified about the dissolution of partnership and vesting of assets and liabilities of the partnership in the said B from the date of dissolution of the partnership.

AND WHEREAS the said A has requested B to indemnity the said A from any claim which may be made against him by the creditors of the partnership, to which f3 has agreed.

NOW THIS DEED WITNESSES THAT;

In pursuance of the said agreement and in consideration of the premises, the said B hereby agrees to indemnify and keep indemnified the said A, his heirs, successors or assigns from and against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the said A or his heirs, successors or assigns or which the said A or his heirs, successors or assigns may or may have to bear, pay, or suffer directly or indirectly on account of the debts and liabilities of the said dissolved partnership for the period upto the date of dissolution and thereafter.

The said B hereby covenants that he shall pay the income-tax, sales tax in respect of the partnership business upto the date of dissolution, but A shall be liable to pay income-tax on his income as a partner up to the date of dissolution of the partnership and liability on that account is not covered by indemnity herein contained.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the day, and year hereinabove written.

Signed and delivered by the within named A

Signed and delivered by the within named B
WITNESSES;
1.

2.

On Rs. …… Stamp Paper

UNDERTAKING / INDEMNITY BOND

This undertaking Indemnity Bond is executed on this ________________________ day of ___________ 20.. by Sh/Smt/Ms ____
S/o/W/o/D/o____R/o_______________
____
in favour of ____ New Delhi.

Whereas I being the sole proprietor/ partner/ Director of M/s. _____________________________located at __________________________________ applied for allotment of an Industrial Plot vide application form No._____________________________ Under Relocation Scheme of Industries and have been allotted an Industrial plot bearing No. __________________of area measuring _____ Sq./ Mr. At ______________________________

And whereas necessary Lease Deed in the form as prescribed by _____________ is to executed by the allottee as & when called upon to do so which will take sometime and possession of the above said Plot is to be handed over to the allottee in anticipation of execution of the Lease Deed, therefore to indemnify _____________ against any losses/ damages if referred the present indemnity Bond is executed to Indemnify _____________ as towards.

1. That I undertake to get the Lease Deed of above plot executed & registered in favour of the allottee in accordance with the provision of the scheme incorporated in the brochure and shall abide by all the terms brochure as well as all the charges/expenses for getting the Lease Deed executed & registered.

2. That I undertake to pay the difference of cost of plot, if any, as calculated by ___________ upon completion of the project at the time of execution and registration of Lease Deed as earlier as demanded by ________________.

3. That I undertake to pay all the charges/taxes/expenses to _________ in respect of the above Industrial plot and also to pay ground rent to ______________ and/or concerned organization at prevailing rates communicated by ______________.

4. That I/We undertake to completely shift the Industrial unit presently functioning/ operating at ____ to the

above allotted Industrial plot immediately. I have already stopped operating the Industrial unit of the existing address, which is in residential/ non-confirming area w.e.f. ………… .

5. That I/We undertake to hand over the possession of above plot/structure if raised to _______________in case the full payment deposited with Bank ____ vide challan No. _______________ is not credited in favour of ___________ account by bank & authorize _____________ to cancel the allotment & resume the possession forth with.

And I hereby agree in case of the breach of any of above terms and conditions on my part, ____________ shall be entitled not only to cancel the allotment of the plot but also to resume the possession of the plot as well as the structure raised there on and in case any losses/damages if suffered by _____________, the same shall be indemnified by me and __________ shall also authorized/empowered to recover the same from my personal assets/ properties.

In Witness whereof, this indemnity Bond is executed on this ______________________ day, of __________________ 20.. .

Executants

In the presence of Witness

1. ________________________

2. ________________________

INDEMNITY BOND TO GOVT. OF INDIA

Name of the Assessee:
PAN………../A.Y…… .

I …………son/wife/daughter of ……………..Resident of ……………………do hereby agree to indemnify the Government of India for any loss that may occur on giving credit for the certified Photostat copies of the TDS certificates/………./…………./…………..for a sum of Rs. ………..being…………% of my share in the total TDS of Rs..……….of …………..I further declare that the credit for consolidated TDS certificate was not claimed in the hands of the association of persons, …………

Date: Signature:
Place:

POWER OF ATTORNEY

1. A **power of attorney** (**POA**) or **letter of attorney** in common law systems or mandate in civil law systems is an authorization to act on someone else's behalf in a legal or business matter. It is an authority given by a formal instrument whereby one person, who is called the principal, authorizes another person, who is called the attorney or agent, to act on his behalf.

2. The purpose of the power of attorney is to give the attorney full power and authority to accomplish intended to be performed.

3. The law relating to power of attorney falls within the law of agency.

4. A power of attorney is a written instrument empowering a specified person or persons to act for and in the name of person executing it.

5. A power of attorney may also be given by a person to another to appear before any court, Tribunal or Authority or before a Co-operative Society or any Body or Association

6. Powers of attorney are routinely granted to allow the agent to take care of a variety of transactions for the principal, such as executing a stock power, handling a tax audit, or maintaining a safe-deposit box. It is generally is terminated when the principal dies or becomes incompetent, but the principal can revoke the power of attorney at any time.

7. The instruments of power of attorney are classified into the following two categories:

(a) <u>Specific Power of Attorney</u>

A specific power of attorney is given for a particular specific act for instance for appearing before Tax authorities or before Registrar of Companies for presenting documents for incorporation of a company or before a Sub-Registrar for registration of documents etc.

(b) <u>General Power of Attorney</u>

Covering all the acts relating to the execution of the deed. Presenting the same for registration, admitting execution thereof etc. can be executed and attested before a Notary Public or a First Class Magistrate. Such a General Power of attorney can be registered also. When an irrecoverable power of attorney, having the element of agency coupled with interest covered under section 202 of the Indian Contract Act, 1872, is registered with the registration authorities, the stamp duty payable is as that of a sale/conveyance.

POWER OF ATTORNEY BY A PARTNERSHIP FIRM

KNOW ALL MEN BY THESE PRESENT that I, SD, partner of the firm M/s ………………., ………………. authorised by the other partners appoint for and on behalf of my firm Mr. RS, the Manager if the firm, as attorney of the firm above named to do, execute and transact all such acts, deeds and things as he thinks necessary, proper, expedient or conducive to the efficient transaction and carrying n the business of the firm. In particular he is authorised to do, execute, and transact the following deeds and matters so long he remains in the service of the firm:

The said attorney is authorised to make, execute and effect all agreements in general and agreement for purchase of Cars, Scooters, and Trucks on hire purchase, in particular.
The said attorney is authorised to make all kind of sales and purchase and do all other works concerning with loans and advances as they think necessary and expedient in the interest of the business of the firm.
The said attorney is authorised to draw, accept, accept, negotiate, pay or satisfy bills of exchange, promissory note, hundis, cheque, draft.
The attorney is authorised to place order on my behalf, retire the documents from the bank, make payments, receive payments on behalf of the firm.
The attorney is authorised to conduct, supervise and control the correspondence.
The attorney shall deal with those having dealings with the firm and shall deal with the Government, Semi Government Offices Semi-Government Offices and Local Bodies, with firms, companies, persons and individuals for and on behalf of the firm.
The attorney is authorised to demand, collect and give effectual bona fide discharge of all debts, hire monies advances and other dues and to take, prosecute and use all lawful means for recovery and realisation of the amount of the firm.
The said attorney is authorised to purchase movable and immovable properties for and on behalf of the firm and acquire rights, lease, and licenses for and on behalf of the firm.
The attorney is authorised to sell or otherwise transfer any property, whether movable or immovable, in the ordinary course of the business of the firm and in the interest of the firm.
The attorney is authorised to borrow the money from the bank and accept deposits for the purpose of the business of the firm.
The Attorney is authorised to pledge, mortgage, hypothecation of securities, bonds, negotiable instruments or other assets of the firm in the interest of the business of the firm.
The attorney is authorised to look after all the matters concerning with sales tax, income-tax, Semi Government Bodies, local authorities, Corporation , Companies, firms, persons and individuals including Tribunals and arbitrators.

The said attorney is authorised to sign plaints, written statements, memorandum of appeals, revision of all kinds as attorney of the firm.
The attorney is authorised to appoint advocate/advocates to look after Civil and Criminal matters of the firm and appoint tax advocate/advocates to look after the matters concerning with Sale-tax and Income tax.
The attorney is authorised to file and get back papers and documents and obtain refunds to stamp duty sales-tax and income-tax for an on behalf of the firm.
The said attorney is authorised to bid and purchase property at sales in execution of decree or court orders.
The attorney is authorised to take delivery of property or goods purchased or of money realized in execution of decree of the Court or order of any authority.
The said attorney shall receive summons and notices of the Courts and Government departments for and on behalf of the firm.
The attorney shall appoint Manager, Accountant, typist, Steno, clerks and peons, etc. for the firm on such salaries or remuneration as he thinks proper and expedient in the interest of the firm.
The attorney is authorised to suspend or terminate any of the employee of the firm after proper investigation of the misconduct of the employee who is suspended or terminated.
The attorney shall attend all the meetings of any firm, association, companies, corporations committees, etc for and on behalf of the firm and its partners.
Generally the attorney shall act as General Manager and over all in-charge of the firm and its affairs and do all the things concerning with the firms in its best interest.
The firm and its partner agree that all the works done by the attorney in execution of this duty shall be binding on firm and its partners.

IN WITNESS WHEREOF, I have signed this power of attorney in the presence of the following witnesses:

Witnesses:

1. …………… For Singh Automobiles

2. ……………

Signature

(SD) Partner

POWER OF ATTORNEY BY THE PARTNERS OF A FIRM TO ONE OF THEM

TO ALL TO WHOM THESE PRESENTS SHALL COME, We (1) Mr. A, residing at .. (2) Mr. B. residing at ... and (3) Mr. C, residing at ... SEND GREETINGS:

WHEREAS we the said Mr. A, Mr. B and Mr. C are partners alongwith Mr. D of a partnership Firm in the name of M/s ... and are carrying on business of
on the terms and conditions contained in a Deed of Partnership dated...

AND WHEREAS under the said Deed the said Mr. D is authorised to act as the Managing Partner and he is mostly looking after the business of the said partnership.

AND WHEREAS we are not able to attend regularly to the business of the said partnership because of either our preoccupations or other reasons and we have full confidence in the said Mr. D.

AND WHEREAS in order to enable him to carry on the said business and to do all acts and things required to be done alone and without being required to approach every time for our consent or authority or signatures, we have proposed to appoint him as our express and authorised attorney or agent to do all acts and things hereunder mentioned and which he has agreed to do.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that we the said Mr. A, Mr. B and Mr. C hereby jointly and severally and as the partners of the said Firm appoint and constitute the said Mr. D our attorney or agent with full authority and powers to do and execute all the following acts, deeds and things In the name and on the behalf of the said Firm or in our names and on our behalf and for us viz.
To carry on the business of the said partnership Firm M/s... in terms of the said Deed of Partnership dated.………..

To buy and sell all goods and merchandise connected with the business of the said Firm and to pay and receive moneys in respect thereof.

To appoint managers, accountants. clerks, peons and other persons for carrying on different types of work in connection with the said business, to pay their salaries, wages and other emoluments as are normally paid and if necessary to remove or dismiss any one or more of them as occasion may require.

To acquire any premises on rent or other terms for carrying on the business of the Firm. including godowns, store rooms for storing goods.

To open one or more accounts in one or more Banks in the name of the Firm and to operate the same as well as those at present existing. To close any such account or accounts if necessary.

To draw, accept, negotiate, pay or satisfy any bills of exchange, promissory notes, cheques, hundies, drafts. orders for payment or delivery of money, securities for goods, bills of lading, railway receipts and other negotiable instruments which the said attorney as partner may think necessary or desirable in the course of the business of the Firm and the promotion thereof.

To sign all applications and papers required for obtaining different kind of licenses and permits from Govt. Municipal and other local authorities required to be obtained under the law and to obtain such licences and permits.

To borrow moneys as may be required from time to time for the business of the company from any bank by way of overdraft or cash credit account without security or with security by way of hypothecation or pledge of the goods and moveable assets of the Firm or by mortgage, equitable or legal of any immovable property of the Firm or by way of drawing hundies or in other way as possible and with such rate of interest and on such terms and conditions as the said Attorney may think fit.

To take any moveable property required for the business of the Firm on hire or on hire purchase basis on such terms as the said attorney may think proper and to enter into and execute agreements In that behalf.

To purchase, or take on lease or otherwise acquire any immovable property consisting of land or land with building or a flat or other premises in a building on ownership basis or any godown, store room and other premises required for effectually carrying on the business of the Firm.

To sell or give on lease or otherwise dispose of any moveable or immovable property or assets of the Firm if not required by the Firm for its business or if it Is profitable to do so on such terms as the said attorney may think fit.

To buy and sell shares, bonds and other securities of any Company, Govt. Corporations, Local authority or any Government as may he deemed necessary in the Interest of the Firm.

To demand, receive, recover. collect all debts outstanding, trade dues and all moneys or property due and payable to the Firm and to pass receipts for the same.

For all or any of the purposes herein contained to enter into and execute agreements, deeds of any nature. such as deed of conveyance, deed of mortgage, deed of lease or sub lease. hire purchase agreement or any other deed or document required to be executed by or in favour of the Firm.

To lodge for registration all deeds executed by the said attorney or In favour of the Firm and which require registration under the law and to do all other acts and things required for completing registration and to pay stamp duties and registration charges In respect thereof.

To commence and prosecute any suit, or other civil or criminal proceedings or legal action in any civil or criminal court of law or Tribunals or Government offices having quasi judicial powers or forums and to recover any moneys or other property moveable or immovable to establish any legal right or to enforce any agreement or to claim and recover damages as may be necessary for the benefit of the business of the Firm.

To defend any suit or other legal proceedings against the Firm and its partners for recovery of any claim or money or property or any other cause of action.

For the purposes aforesaid, to sign, declare, verify or affirm plaints, written statements of defence, petitions, affidavits and other papers and applications as may be required from time to time.

To appoint advocates as -and when required for advice or for conducting any matter of litigation or dispute in which the firm is involved and to pay their fees.

To insure the property of the firm for any risk and to pay the premium as and when it becomes due.

To appear before any Court, Judge, Government or other officer or authority and to represent the firm in connection with any matter concerning the firm.

To pay income tax and other taxes payable by the Firm and for that purpose to file income tax returns and produce Books of Account for assessment, and other documents to appear before Income Tax Officer and other Officers, to file appeals and other applications against any orders passed by the Income Tax Officer and other Officers or Appellate authority and for that purpose to engage Chartered Accountant. Tax Consultants and other experts.

To write and maintain accounts of all other dealings and business of the Firm and for that purpose to maintain necessary Books of Accounts and to get them audited by a Chartered Accountant.

To agree to refer any dispute between the Firm and other party in any transaction or any claim made by or against the Firm for moneys or otherwise, to arbitration of one or more arbitrators and to attend such arbitration on behalf of and to represent the Firm and file all statements of claim, defence and evidence before the Arbitrator or Arbitrators.

To compound, compromise or settle any claim due to or due by the Firm from or to any person on such terms and conditions as the said attorney may think fit or to abandon or waive any claim including a claim In any suit or legal proceeding.

To attend meetings of the shareholders of any company or corporation in which the Firm is a shareholder or any one or more partners of the Firm is or are a shareholder or shareholders as such and to exercise all the rights of the share holder in such meeting or otherwise.

And generally to do and execute all acts and deeds and things as are necessary to be done or executed for the business of the said Firm and which we would be required to do personally in the absence of this power of Attorney.

And we agree to ratify all such lawful acts deeds and things done and executed by the said attorney pursuant to these presents as well as partners of the said Firm.

IN WITNESS WHEREOF We, Mr. A, Mr. B. and Mr. C. have put our respective hands this ... day of ... in the presence of ...

Signed and delivered by the
withinnamed Mr. A. Mr. B and Mr.)
C. In the presence of....

POWER OF ATTORNEY FOR OBTAINING LETTERS OF ADMINISTRATION

KNOW All MEN BY THESE PRESENTS that I, ... son of .... do hereby irrevocably nominate, constitute and appoint Shri .... son of .... resident of .... my attorney and on my behalf to execute or do all or any of the acts or things hereinafter mentioned that is to say:-

1. To make inventory of all items of estate of my deceased father the late Shri ....residing at the time of his death at .... to take possession of all the properties left by my father and to ascertain the particulars of the property by my father by making correspondence with banks, companies, friends and relatives.

2. To apply for and obtain letters of administration in respect of the Estate of late Shri .... who died on .... day of .... 19 .... from the court of competent jurisdiction for my use and benefit.

3. To sign, declare and file petition in the court and to sign and to file the account and documents, inventory in respect of the estate of the said deceased and to file undertaking, administrator's oath required to be given in court.

4. To engage and appoint any solicitor, counsel, pleader, advocate or lawyer to apply for the letters of administration in the court and to sign and verify any application or petition for the grant and for doing other necessary work relating to the grant of letters of administration.

5. To pay fees, charges and expenses required to be paid for obtaining the said limited grant.

6. To contest caveat if any filed by any person and to file such applications and other papers as may be required.

7. To recover the estate, rents and profits of the immovable properties, pay the tax payable to State Government/Central Government or any Municipal or other authority and deposit the balance money with an account in any Bank to be opened in my name and to make the shares/debentures/securities, etc. in any locker with the same bank in my name or in the name of my Attorney.

8. To generally to do all other acts, deeds and things as may be necessary or required in connection with the grant as aforesaid.

And I hereby for myself, my heirs, executors, administrators and legal representatives ratify and confirm and agree to ratify and confirm whatsoever my said attorney shall do or purport to do by virtue of these presents.

IN WITNESS WHEREOF, I the said .... have hereto set and subscribed my hands this .... day of .... 20...

Signed and delivered by the within named
....
WITNESSES;
1.

2.

Identified by me
( )

Before me

Advocate

Notary Public

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM these presents shall come I,........ of …...... SEND GREETINGS

WHEREAS I am desirous of appointing some fit and proper person to look after all my immovable properties, business and other affairs and requested Mr. ...... of .... (hereinafter called 'the Attorney') to act for me and manage and look after my affairs which the Attorney has consented to do

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that I, the said .... do hereby appoint the said ..... as my true and lawful Attorney with full power and authority to do and execute all acts, deeds, and things as hereinafter mentioned.

To ask, receive and recover from all receivers, farmers, tenants and all other occupiers whatsoever whether holding under a written lease or agreement or otherwise. of my lands and buildings, all rents, arrears of rent, services. issues, profits, emoluments and sums of money now due owing and payable or at any time hereafter to become due, owing and payable in respect of the same in any manner whatsoever and also on non- payment thereof to take summary proceedings to distrain or distress according to law And to give notices to quit, and vacate and file suits and proceedings in ejectment and to recover rents and compensation for use and occupation And to make like and appropriate demands and take like and appropriate actions and proceedings against trespassers.

To appoint any fit person to be steward, bailiff, receiver or servant for the management of my lands and premises and to recover rents thereof and the same or any of such stewards, bailiffs, receivers or servants at pleasure to remove and displace as the attorney shall think fit.

To contract with any person for leasing for such period at such rent subject to such conditions as the attorney shall see fit, all or any of the said premises and any such person, to let into possession thereof and to accept surrenders of leases and for that purpose to make and execute any lease or grant or other lawful deed or instrument whatsoever which shall be necessary or proper in that behalf.

To pay or allow all taxes, rates, assessments, charges. deductions, expenses and all other payments and outgoings whatsoever due and payable or to become due and payable for or on account of my said lands, estates and premises.

To enter into and upon my lands and buildings and structures whatsoever and to view the state and defects for the reparation thereof and forthwith to give proper notices and directions for repairing the same and to let manage and Improve the same to the best advantage and to make or repair drains and roads thereon.

To sell (either by public auction or private treaty) or exchange and convey transfer and assign any of my lands and buildings and other property for such consideration and subject to such covenants as the Attorney may think fit and to give receipts for all or any part of the purchase or other consideration money And the same or any of them with like power, to mortgage charge or encumber and also to deal with my immovable personal property or any part thereof as the Attorney may think fit for the purpose of paying off reducing consolidating, or making substitution for any existing or future mortgage. charge, encumbrance. hypothecation or pledge of the same or any part thereof as the Attorney shall think fit and in general to sanction any scheme for dealing with mortgages, charges hypothecations or pledges of any property or any part thereof as fully and effectually as I myself could have done.
To purchase, take on lease or otherwise acquire such lands, houses, tenements and immovable property generally as the Attorney may think fit or desirable.

To prepare a layout by sub-dividing any land into plots and obtain necessary approval of any local authority for the same if required.

To develop any land or plot of land vacant or with any building or structure thereon by constructing new building or buildings thereon and on Flat ownership basis, to sell the flats and other premises therein on such terms as the Attorney may think fit and to transfer the land with such building to any co-operative housing society or company or on Apartment ownership basis and to execute necessary documents in that behalf.

To enter into any development agreement with any developer or builder authorising him to develop any of my properties as mentioned above and to do and execute all acts and deeds as may be required to be done or executed.

To sell or to concur in selling in private sale or In any other manner any of my stock, merchandise, goods, chattels and other effects, articles and things for such consideration and subject to such conditions as the Attorney may think fit and to receive the proceeds thereof and to give receipt for all, or any part of the sale proceeds or other consideration money.
To pledge, hypothecate or charge or concur in pledging hypothecating or charging with, to or id favour of a Bank or Banks or any other financier body or Individual any personal or moveable properties, goods, chattels, merchandise, commodities, effects and things for such considerations and subject to such conditions as the Attorney may think fit and for that purpose to sign, execute and deliver all necessary instruments and deeds of mortgage, charge, hypothecation, pawn, pledge, lien and trust receipts and to receive the consideration money or otherwise for such pledge. Pawn, hypothecation, charge, mortgage, lien and the like.

Also to draw, make, sign, accept or endorse pledge, hypothecate or otherwise negotiate all or any foreign or Inland bills of exchange, hundi, cheques, orders for payment of money and promissory notes and to sign, seal, execute, deliver, endorse, accept, assign or transfer all mortgage deeds, bills of lading, delivery orders or other symbols or Andicia of or documents of title relating to goods or merchandise, policies of assurances, charter parties, ships certificates. bills of sale, securities of any Government, municipality or local authority where so ever situate or other stocks, shares, debentures, mortgages, obligations, or other securities of any company or corporation whether commercial, municipal or otherwise and all and every other public or other securities, stocks or shares, foreign or otherwise and to deal with the same and to receive the proceeds thereof respectively.

To purchase, take on hire, borrow or otherwise acquire machinery, tools, spare parts, raw materials, merchandise commodities, goods, wares, articles, effects and things and to deal in and with the same and to dispose of the same in such manner and for such consideration as the Attorney may think fit.

To borrow any sum of money on such terms and with or without security as the Attorney may think fit for any of the purposes of these presents.

To deposit any money which may come to his hands as such attorney with any banker, broker or other person and any of such money or any other money to which 1 am entitled which now or hereafter is or shall be deposited with any banker, broker or other person to withdraw and either employ as the Attorney shall think fit in the payment of any debts or the keeping down of interest payable by me or the creation of sinking fund for the liquidation of any charges or encumbrances affecting any movable and immovable property or any part thereof or in or about any of the purpose mentioned in these presents or otherwise for my use and benefit or to invest in any such stocks, funds, shares or securities as the Attorney may think proper and to receive and give receipts for any Income or dividends arising from such investments and the same investments to vary or dispose of as the Attorney may think fit.

To continue and or to open new, current and or overdraft accounts in my name with any Banks or Bankers and also to draw cheques and otherwise to operate upon any such accounts.

To engage, employ and dismiss any agents, clerks, servants or other persons in and about the performance of the purposes of these presents as the Attorney shall think fit.

To sell any of my present or future investments and for that purpose to employ and pay brokers and other agents in that behalf and to receive and give receipts for the purchase money payable in respect of such sales and to transfer any of my investments so sold to the purchaser or purchasers thereof or as he or they may direct and for these purposes to sign and execute all such contracts transfer deeds and other writings and do all such other acts as may be necessary for effectually transferring the same.

To accept the transfer of any share, stocks, debentures stocks, annuities, bonds. obligations or other securities of whatever nature that may at any time be transferred to me.

To attend, vote at and otherwise take part in all meetings held in connection with any company or corporation with which I am concerned as a member, shareholder or otherwise or In relation to any of my investments and to sign proxies for the purpose of voting thereat or for any other purpose connected therewith as freely as I myself could do.

Out of any of my moneys in his hands or under his control to pay all calls that may be lawfully made upon me or other expenses that may be incurred in relation to any of my Investments and to give security for payment of the same.

To exercise all other rights and privileges and perform all other duties which now or hereafter may appertain to me as a holder of debentures or shares or stock in any company or corporation.

To ask, demand, sue for recover and receive from every person every body politic or corporate whom it shall or may concern all sums of money, rents, issues, profits, debts, dues, goods, wares. merchandise, chattels, effects and things of any nature or description whatsoever which now are or which at any time or times during the subsistence of these presents shall or may be or become due owing payable or belonging to me in or by any right, title, ways or means howsoever and upon receipt thereof or of any part thereof to make sign execute and deliver such receipts releases or other discharges for the same respectively as the Attorney shall think fit.

To settle any account or reckoning whatsoever wherein i now am or at any time hereafter shall be in anywise interested or concerned with any person whomsoever and to pay or receive the balance thereof as the case may require.

To receive every sum of money whatsoever which now is or at any time hereafter may be due arising or belonging to me upon or by virtue of any mortgage, charge, pledge hypothecation or other security whatsoever and on receipt thereof to make, sign. execute and give good and sufficient release or other discharges for the same and also to sign, execute, make and deliver all proper and sufficient reconveyances, releases and other assurances of the lands and premises which shall have been mortgaged or charged as security therefore and also to consent to any such alteration or modification of the nature or conditions of the said securities as the Attorney shall think fit.

To compound with or make allowances to any person for or in respect of the aforesaid debts or any other debt or demand whatsoever which now is or shall or may at any time hereafter become due or payable to me and to make or receive any composition, dividend thereof or thereupon and to give receipts, releases or other discharges for the whole of the same debts, sums or demands or to settle compromise or submit to arbitration every such debt or demand and every other claim, right, matter or thing due to or concerning me as the Attorney shall think most advisable for my benefit and for that purpose enter into. make, sign, execute and deliver such bonds of arbitration or other deeds or instruments as are usual in like cases.

To commence any suit, action or other proceedings In any Court of justice and before any public officer or Tribunal for the recovery or enforcement of any debt, sum of money, right, title, Interest, property matter or thing whatsoever now due or payable or to become due or payable or in anywise belonging to me by any means or on any account whatsoever and the same action, suit or proceedings to prosecute or discontinue or become non-suit therein If the Attorney shall see cause And also to take such other lawful ways and means including proceedings in execution. distress, distraint and the like for recovering or getting in any such sum of money or other thing whatsoever which shall by the attorney be conceived to be due owing, belonging or payable to me by any person whosoever and also to appoint any advocates, solicitors and legal advisers to prosecute or defend In the premises aforesaid or any of them as occasion may require And from time to time, them or any of them to remove and other or others to appoint In their place and to pay them such fees and remuneration as the Attorney shall think fit or be advised And for all or any of the purposes aforesaid to sign, execute, deliver. file all necessary vakalatnamas, war- rants to act, plaints, petitions, applications, defences, statements, ac- counts, declarations, affidavits, and other documents, papers and writings.

To defend any suit or legal proceedings taken against me in any court of law and to do all acts and things as are mentioned above.

To accept service of any writ of summons or other legal processes or notice in any suit or legal proceedings and any person to represent in such court civil or criminal, or revenue court or tribunal or before any officer or other Tribunal whatsoever.

To make any declaration or affidavit in proof of any debt or debts due or claimed to be due to me in any proceedings taken or hereafter to be taken by or against any person firm or company under any Act or Ordinance for the time being in force for the relief or otherwise of insolvent debtors or the winding up of companies and to attend all meetings of creditors under any such proceedings and to propose, second or vote for or against any resolution at any such meeting and generally to act for me in all proceedings whether by way of bankruptcy or liquidation by arrangement or by composition which may be taken against or for the relief of any debtor as the Attorney shall think fit.

To exercise any power and any duty vested in me whether solely or jointly with another or others as executor, administrator, trustee or in any other fiduciary capacity (including powers and trusts to sell or lease land or to receive and give good receipts for money) so far as such power or duty Is capable of being validity delegated.

And also to appear before the Registrar or Sub - Registrar of any District or Sub-District appointed or to be appointed under any Act or law for the time being in force or otherwise for the registration of deeds, assurances, contracts or other Instruments and then and there or at any time thereafter to present and register or cause to be registered any deeds, assurances, contracts or other instruments In which 1 am or may be by the Attorney deemed to be Interested and to pay such fees as shall be necessary for the registration.

To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made signed, executed, delivered, acknowledged and performed for any of the purposes of these presents or to or in which I am or may be party or in any way Interested.

To appear on my behalf and to represent my interest before the Income tax, Wealth-tax and Gift-tax and/or other Taxing Authorities in respect of my Income tax. Wealth-tax, Gift-tax, as also before any Tribunal, or Court.

To sign on my behalf Income-tax, Wealth-tax and Gift-tax returns and to submit the same on my behalf to the respective Taxing Authorities,

To sign, declare and affirm on my behalf all the applications, documents. declarations and affidavits as may be necessary for the purposes of the Income-tax, Wealth- tax and Gift -tax affairs and to submit and file the same with the respective Taxing Authorities, to file appeals and references as the Attorney may be advised and as he may deem fit and proper against the orders and decisions of the Income-tax, Wealth-tax and Gift-tax Authorities in respect of my assessment proceedings. to appoint on my behalf such Auditors, Accountants and Advocates as the said Attorney shall deem fit and proper for representing me before the Income-tax, Wealth-tax and Gift-tax and/or Taxing Authorities or any other Tribunal or Court in respect of the Income-tax, Wealth-tax and Gift-tax Assessments and to discharge them and appoint new Auditors, Accounts and Advocates as the case may be An their place, to compound, compromise and settle with the Income-tax, Wealth-tax and Gift-tax Authorities the orders and assessments made by them, to apply for time for payment and to apply for instalments for the payment of the amount assessed and to be paid by me to the Income-tax, Wealth-tax and Gift-tax or other Taxing Authorities, and to do all acts and- things regarding the said matters.

And also for the better and more effectually doing, effecting and performing the several matters and things aforesaid to appoint from time to time or generally such person or persons as the Attorney may think fit as his substitute or substitutes to do, execute and perform all or any such matters and things as aforesaid and any such substitute or substitutes at pleasure to remove and to appoint another or other in his or their place.

In general to do all other acts, deeds. Matters and things whatsoever in or about my estate, property and affairs or concur with persons jointly Interested with myself therein in doing all acts, deeds, matters and things herein either particularly or generally described as amply and effectually to all Intents and purpose as I could do in my own proper person if these presents had not been made.

AND I, the abovenamed …........... do hereby undertake to ratify whatever the Attorney or any substitute or agent appointed by him under the power In that behalf hereinbefore contained may lawfully do or cause to be done in and by virtue of these presents.

IN WITNESS WHEREOF I, the abovenamed …........... have hereunto set my hand this .... day of .... in the ....

Signed, scaled and delivered by the within named
in the presence of ....

SPECIAL POWER OF ATTORNEY FOR A COURT CASE

BY THIS POWER OF ATTORNEY I, ... son of .... residing at .... plaintiff in civil suit No. .... of .... hereinafter referred to as the said suit, pending in the court of the .... hereby nominate, constitute and appoint Shri .... son of Shri .... resident of .... as my attorney for me, in my name and on my behalf to do or execute all or any of the following acts or things in connection with the said suit:

1. To represent me before the said court or in any other, where the said suit is transferred in connection with the said suit.

2. To engage or appoint any solicitor, counsel, advocate, pleader or lawyer to conduct the said suit.

3. To prosecute the said suit and proceedings, to sign and verify all plaints, pleadings, applications, petitions or documents before the court and to deposit, withdraw and receive document and any money or moneys from the court or from the defendant either in execution of the decree or otherwise and sign and deliver proper receipts for me and discharges for the same.

4. To apply for inspection and inspect documents and records, to obtain copies of documents and papers.
5. To compromise the suit in such manner as the said attorney shall think fit.

6. To do generally all other acts and things for the conduct of the said suit as I could have done the same if I were personally present.

And I hereby for myself, my heirs, executors, administrators and legal representatives, ratify and confirm and agree to ratify and confirm whatsoever our said attorney shall do or purport to do by virtue of these presents.

IN WITNESS WHEREOF, I the said.............. has hereunto set and subscribed my hand this .... day of .... 20….

Signed and delivered by the within named

WITNESSES;
1.

2.

Identified by me
Advocate

SPECIAL POWER OF ATTORNEY

We, the undersigned, being the subscribers to the Memorandum of Association and Articles of Association of ____________ Pvt. Ltd. / Ltd., do hereby appoint and authorized M/s ____________, Chartered Accountants, whose signatures are attested hereunder, jointly and severally, to complete all formalities, to giva all information and explanations, to correct and sign all necessary documents, to receive or give documents, to make such corrections, alterations, deletions or additions, as may be required by the Registrar to be done in the documents filed in connection with the incorporation of the company, to do such other acts, deeds and things as is required for the incorporation of _______________ Pvt. Ltd./ Ltd., and to collect the Certificate of Incorporation.

This Power of Attorney is executed by us with free consent and without any coercion or undue influence on this ____________ day of _________ 20...

Name and Signature of Attorney	Name and Signatures of the Subscribers
	(1)
Place :	(2)
Date :	

SPECIAL POWER OF ATTORNEY IN INCOME-TAX CASE

I, PK, s/o PS, r/o ………………….., and partner of the firm M/s PKPS, with its registered office at ………………………….., do hereby appoint Mr. SK, s/o Mr. JN, r/o ……………………. as attorney of the firm above named and authorise him for the purpose hereinafter mentioned:

1. That the said attorney shall appoint an Chartered Accountant of his choice and hand him over the judgment of Asst. Commissioner of Income-Tax (Appeal) and instruct him to file the second appeal against the order before the Member Tribunal Income-tax, for the Assessment Year ……….

2. That the said attorney shall advise the Chartered Accountant so appointed, to obtain stay of the disputed amount of Income-tax and file the photo copy of the stay in the office of the Income-tax Officer, ………………..

3. That the said attorney shall execute to the Chartered Accountant appointed by him and shall sign all the related papers under the supervision of the Chartered Accountant.

4. That specimen signature of the said attorney is give on the left said of this deed.

5. The said attorney shall generally do all other lawful acts necessary for the conduct of the said case.

I hereby declare that the acts done by the said attorney in connection with the work give to him shall be deemed to have been done by me and shall be binding on the firm and its partners.

IN WITNESS WHEREOF I have signed this power of attorney in the presence of the following witnesses:

Signature ……………..

(PK)

Witnesses :
1…………..
2…………

POWER OF ATTORNEY TO COLLECT DEBTS

TO ALL TO WHOM THESE PRESENTS SHALL COME, I Mr. ... of ... residing at ... send Greetings

WHEREAS in the course of my business. I have several amounts to recover from others and which were either advances or loans or on account payments or as deposits or arising out of sale and purchase of goods.

AND WHEREAS due to my old age (or any other cause) I am unable to take necessary action to recover the said debts and I therefore propose to appoint Mr. ... residing at... as my attorney or agent. to do all acts and things in that behalf which he has agreed to do.

NOW KNOW YOU ALL and THESE PRESENTS WITNESS THAT I Mr.... do hereby appoint. and constitute the said Mr. ... to be my true and lawful attorney with all authority to do and execute the following acts, deeds and things In my name and on my behalf and in my name viz.

To demand and recover all the debts and other amounts due or payable to me on any account from any person or persons Including anybody corporate or any Govt. or any local or other authority and to give valid receipt or discharge for the same.

To file suits, petitions. or take any other legal action, against any such person as aforesaid to recover the debts or other amounts due and payable by him to me, in any Court of law, Tribunal or any other judicial or quasi judicial or executive authority.

To compromise, compound or settle or adjust any debt or other amount due and payable to me by any such person on such terms and conditions as the attorney may think fit.

To take any insolvency or liquidation proceedings against any person who is indebted to me for any amount.

For the purpose aforesaid to sign, declare and file plaints, petition applications, affidavits and other papers referred required to be filed in any court or tribunal In any such legal proceedings.

To defend any legal action taken against me In the matter of any debt due to me or alleged to be due by me in any court or tribunal.

For the purpose aforesaid to appoint any advocate or advocates and to sign vakalatnama in his or their favour and to change him or them if required and to settle and pay their fees.

To refer any dispute regarding any debt or other amount due to me or alleged to be due by me-to arbitration to one or more arbitrators as required and file statements of claims or defences and documents, to give oral evidence and to conduct such activities personally or through advocate and to sign the agreement for reference to arbitrators.

To appoint a substitute or substitutes for recovering any particular debt or other amounts due to me and to delegate to him all or any of the powers herein contained as the attorney may think fit.

To do all other acts and things as may be required to be done to recover or realise the debts and all other amounts due and payable to me.

AND I, hereby ratify and confirm all lawful acts done by the said attorney pursuant to this Power of Attorney.

IN WITNESS WHEREOF I Mr. ... have put my hand this ……. day of ……….. , 20….

Signed and delivered by
Mr……………….

In the presence of ....

WILL

1. A **will** or **testament** is a legal declaration by which a person, the testator, names one or more persons to manage his/her estate and provides for the transfer of his/her property at death. For the devolution of property not disposed of by will, see inheritance and intestacy. It is a legal document declaring a person's wishes regarding the disposal of their property when they die

2. In the strictest sense, a "will" has historically been limited to real property while "testament" applies only to dispositions of personal property (thus giving rise to the popular title of the document as "Last Will and Testament"), though this distinction is seldom observed today. A will may also create a testamentary trust that is effective only after the death of the testator.

3. A written delegation from a principal authorizing another person, as agent of principal, to act for him or her in his/her name in a designated transaction or transactions.

4. Any person over the age of majority and of sound mind (having appropriate mental capacity) can draft his or her own will with or without the aid of an attorney. Additional requirements may vary, depending on the jurisdiction

5. Types of wills generally include:

- **nuncupative (non-culpatory) will** - oral or dictated; often limited to sailors or military personnel
- **holographic will** - written in the hand of the testator; in many jurisdictions, the signature and the material terms of the holographic will must be in the handwriting of the testator.[1]
- **self-proved will** - in solemn form with affidavits of subscribing witnesses to avoid probate
- **notarial will** - will in public form and prepared by a civil-law notary (civil-law jurisdictions and Louisiana, United States)
- **mystic will** - sealed until death
- **serviceman's will** - will of person in active-duty military service and usually lacking certain formalities, particularly under English law
- **reciprocal/mirror/mutual/husband and wife wills** - wills made by two or more parties (typically spouses) that make similar or identical provisions in favor of each other
- **unsolemn will** - will in which the executor is unnamed
- **will in solemn form** - signed by testator and witnesses

WILL BY A HINDU IN FAVOUR OF FAMILY

This is the Last Will of mine, AB, etc., a Hindu, made this the …………… day of ………………., 20.., voluntarily and while in sound state of mind.

WHEREAS I am now years old and have been keeping indifferent health for a past few months;

AND WHEREAS I am possessed of considerable movable and immovable properties more particularly described in the schedule annexed hereto which are my self acquired properties and which were acquired without any detriment to the ancestral property or to the family funds and I have the absolute powers of disposal over the same .

AND WHEREAS I am anxious to make necessary arrangements in respect of the enjoyment of my properties after my life time so that unnecessary misunderstanding and consequential wasteful litigation between the members of my family may be avoided. Therefore, I am executing this last will and testament of mine of my own free will voluntarily without any compulsion or pressure of any person and with a sound disposing mind and declare as follows:

I hereby revoke all former wills and codicils made by me at any time heretofore.

I have my wife CD, two daughters EF and GH and two sons KL and MN who will be entitled to succeed to my properties under law in the normal course. But my daughters are all married and they are living separately with their husbands. They have been properly and well provided for during their marriage. They are therefore not given any share in my properties under this will.

I bequeath the property bearing No. ……. Described as item No. 1 in the Schedule hereto to my first son KL absolutely to be held and enjoyed by him with full and absolute powers of alienation.

I bequeath the property bearing No. ….. ….. described as item No. 2 in the Schedule hereunder to my second son MN absolutely to be held and enjoyed by him with full and absolute powers of disposal.

I bequeath to my wife CD the property bearing No………… and described as item No. 3 in the Schedule hereto absolutely to be held and enjoyed by her with full and absolute power of alienation.

Any assets, movable or immovable, which might be omitted from being mentioned in this will or which may hereafter be acquired by me shall be taken by my wife and the two sons aforesaid in equal shares absolutely.

Though I have bequeathed no share in my properties to my daughters aforesaid, as a token of love and affection for them I hereby direct my two sons KL and MN that each one of them will pay to each one of my daughters a sum of Rs…………… and this sum shall be a charge on the properties allotted to my above sons respectively hereto.

All the jewelry and ornaments, gold and silver, will belong to my wife absolutely and my sons or daughters aforesaid will have no right to the same.

I hereby appoint my two sons KL and MN as the joint executors under this will.

SCHEDULE OF PROPERTY

1…………………………….

2……………………………

3……………………………

IN WITNESS WHEREOF I, the above named testator has signed this will hereunder the day and year first written above.

………………….(Sd.)

(AB)

Signed by the above named AB in our presence at the same time and each of us has in the presence of the testator signed his name hereunder as an attesting witness.

WITNESSES;

1.

2.

WILL WITH SEVERAL LEGACIES AND RELIGIOUS AND CHARITABLE BEQUESTS AND RESIDUE TO VEST IN TRUSTEES FOR BENEFIT OF WIFE AND CHILDREN

This is the last will executed by me, AB, etc., this the _______ day in the city of __________________.

1. I hereby revoke all former wills and codicils heretofore made by me.

2. I appoint CD, etc., EF, and GH, etc., to be the executors and trustees of my will.

3. I appoint the said trustees as guardian of my children jointly with my wife.

4. I bequeath –

   (i) to my wife OP Shares Nos. ______ in Company Limited'

   (ii) to my son MN my gold watch, chain and my sign string ;
   (iii) to my daughter KL my motor car;
   (iv) to my friend XY all my books.

5. I bequeath the following pecuniary legacies:

   (i) the sum of Rs. _______ to each of the trustees who shall prove my will and act in trust thereof.
   (ii) Rs. _______ to each of my servants MN and Rs.

6. I bequeath the following charitable legacies;
   (i) to the __________ Hospital Rs. ___________,
   (ii) to the___________ College Rs. ___________.
   (iii) to the __________ Orphanage Rs. ___________.
   (iv) to the __________ Temple Rs. ___________.

7. I give to my sister PQ, the wife of TU, during her life an annuity of Rs. _____ payable my equal monthly installments on the first day of each month after my death without power of anticipation during her coverture.

8. I release and forgive to IJ or to his representative if he dies before me the amount that may be due at the time of my death to me on his bond

for Rs. ______ dated _______ and direct my trustees to cancel and deliver up the bond to him.

9. I devise and bequeath all my property, movable and immovable, existing at the time of my death (except property disposed of by this will) unto my trustees upon trust to sell all the covert the same into money, and after payment of all my debts, funeral expenses, legacies and annuities hereinbefore provided, to invest the net proceeds thereof in any investment they in their absolute discretion think fit and to hold the same and income thereof upon trust hereinafter declared and specified.

10. My trustees shall pay the income of the trust estate to my wife during her lifetime without power of anticipation until her re-marriage and after her remarriage, one moiety to her and the other moiety to my children in equal shares.

11. Subject to aforesaid my trustees shall divide the corpus of the trust estate among my children equally, who being sons attain the age of majority and in the case of daughters attain majority or marry under age :

Provided that if any child of mine dies during my life-time, then his children shall take equally between them and share of such child.

12. I hereby give power to my wife, the said OP to appoint a new trustee or new trustees on the occurrence of any vacancy in the office of the trustees.

13. I direct that if there is any difference of opinion between the trustees on any matter concerning this will, or the management of the property hereby bequeathed, or the execution of trust hereby created, the opinion of the majority shall prevail.

IN WITNESS WHEREOF I, the said AB, have executed this will in the presence of the witnesses hereunder who have attested the same in my present.

(Sd.)

Testator

Witnesses:

1. ________________
2. ________________

SIMPLE WILL GIVING ALL PROPERTY TO WIFE

I, AB hereby revoke all former WILLS AND CODICILS made by me and declare this to be my last will whereby I bequeath and devise all my movable and immovable property whatsoever to my wife CD and appoint her sole executrix of my this WILL.

IN WITNESS WHEREOF I have signed this will hereunder on the …day of …………, 20.. .

Sd/………………..

(AB)

Signed by the above-named testator in our presence at the same time and each of us has in the presence of the testator signed his name hereunder as an attesting witness.

WITNESSES;

1…………………….

2…………………….

SHORT FORM OF A WILL

This is the Last Will of mine, AB, etc., made this the ………………… day of ………, 20.., at …………………… which cancels my WILL dated …………….. made in favour of …………………………… now deceased.

WHEREAS I had made a will on ………………….. bequeathing all my property in favour of ……………………… my……………. (state relationship).

AND WHEREAS the said ………………… died on …………….. leaving behind…………………

NOW I declare that:

I hereby revoke my former will dated ……………. in favour of ……….. aforesaid.

I bequeath all my properties to …………………….. my……………… (state relationship) absolutely.

I bequeath the following annuities to commence from the date of my death and to be paid in monthly installments:

To my daughter CD, etc., an annuity of Rs………………… to be paid during her life;

To my nephew EF, etc., an annuity of Rs………………….. for his life.

IN WITNESS WHEREOF I the said AB have signed this will here under the day and year first written above.

(Sd.)

…………………

(AB)

Signed by the above named AB in our presence at the same time and each of us has in the presence of the testator signed his name hereunder as an attesting witness.

1. ……………………….

2…………………………