"Critics are most welcome"

**Feedback** : please forward your feedback to

PHONE : 7569989230 by SMS or CALL

this will help for better notes in future.

2016

# B.V.REDDY'S CA LAW DRAFTING NOTES

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B VINAY REDDY


BY : B VINAY REDDY

CA IPCC STUDENT

MEDAK

TELANGANA

PHONE : 7569989230

EMAIL :

bvinayreddy1997@gmail.com


knock the ' T ' of the CAN'T' say iCAn

...... B VINAY REDDY

Ph : 7569989230

# NOTICE FOR ANNUAL GENERAL MEETING

M/S B.V. Reddy Ltd.
D.no : 2-2-15/1,
Pitlambase, medak,
Pin code : 502110
Phone : 7569989230
Email : bvinayreddy1997@gmail.com
website : bvrca.in
CIN : (15 digits)

Date : 15th Aug 2016

Notice is hereby given that __th Annual General Meeting of the members of B.V. Reddy Ltd. will be held on monday, the 15th (date) day of september 2016 at the registered office of the company Pitlambase, medak (place) at 10 A.M. to transact the following business :

Ordinary Business :

1. To Receive, consider and adopt the Audited Balance sheet of the company as on 31st march, 2016 and the profit and Loss Account for the year ended on that date and Auditors and Directors reports there on.
2. To declare dividend for the year ended 31st march, 2016.
3. To appoint a director in place of Mr. Reddy ___, who retires by rotation and being eligible, offers himself for re-appointment.
4. To appoint statutory auditors of the company and fix their Remuneration.

Special Business : (write for Extraordinary General meeting)

To consider and if thought fit, to pass with or without modification the following resolution as special resolution.

"Resolved that, subject to the approval of the central Government under section __ of the companies Act, 2013, the name of the company be and is changed from B.V Reddy Ltd. to A.V. Reddy Limited and that consequent to this change clause 1 of the memorandum and Articles of Association of the company be altered accordingly.

NOTES 1. A member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead himself and the proxy need not be a member of the company. 2. members are requested to notify immediately change of address, if any, to the company's registered office while communicating to the company, please quote folio number

Registered office (or) place :
medak, Telangana
Dated : 15th August, 2016
(or) we can write
Date :
Place :

For and on behalf of Board of directors of B.V. Reddy Limited

sd/-

Secretary

Chairman of the meeting

# NOTICE OF THE MEETING OF THE BOARD OF DIRECTORS

M/S B.V. Reddy Ltd.,
D.no : 2-2-15/1, Pitlambase,
medak District, Telangana.
phone : 7569989230
Email : bvinayreddy1997@gmail.com
Website : www.bvrca.in
*CIN : (15 digits)

medak,
August 15, 2016.

To,
(Director)

Dear sir/madam

SUB : Notice of the meeting of the Board of Directors

This is to inform you that the/a meeting of the Board of Directors of B.V. Reddy Limited will be held on monday, 15th day of september, 2016 at the registered office of the company, medak at 10 A.M. to transact the following business as per Agenda :

Agenda :

1. Election of the chairman of the meeting
2. Appointment of managing director
3. Appointment of secretary.
4. Appointment of Auditors.
5. Confirmation of the minutes of the previous Board meeting held on __ to __
6. Cooption of Mr. Reddy as an Additional director of the company.
7. Buyback of 10% of the equity shares of the company.
8. To consider any other matter with the permission of the chair and
9. To fix the date and time of the next meeting.

Incase of first meeting
1. To appoint chairman of BOD
2. To take note of the COI
3. To take note of MOA & AOA
To appoint 4. Bankers 5. First Auditors

You are requested to please attend the meeting.

Yours Faithfully

Place : medak, Telangana
Dated : 15th August, 2016.
(or)
Date :
Place :

Secretary

For and on behalf of the Board of Directors
(signature)

# MINUTES OF THE 7TH ANNUAL GENERAL MEETING

... of the ~~7th~~ seventh Annual General meeting helt at
...ce : Registered office : D.no 2-2-15/1, pitlambase, medak.
Date : 15th August, 2016
Time : At 10 A.M.

Present
1. Shri B.Vinay Reddy M.D. in the chair
2-6. Shri x, shri y, shri z Director.
7. Shri Reddy, representative of B.V.Reddy and Co. charterd Accountants.
8. Shri Reddy, company secretary.
77 shareholders attended the meeting in person and 2 shareholders in proxy

1. Notice : The secretary read the notice convening the meeting.

2. Welcome : The chairman welcomed the members and reviewed activities of the company since its incorporation.

3. Directors Report and Accounts : With the consent of the members present, the Directors Report and Accounts having already been circulated to the members were taken as read.

4. Auditors Report : Auditors Report was read by secretary.

5. Adoption of Directors Report (or) Adoption of Accounts :
The chairman then invited queries from the members present on Directors report, Accounts and Auditors and Auditors Report, but there was no query. Thereafter, the chairman proposed the following resolution which was seconded by some of the members namely ........

"RESOLVED THAT the Director's Report, audited Balance sheet as on 31st march, 2016 and profit and Loss Account for the year ended 31st march, 2016 and Auditor's Report thereon be and the same are hereby received, considered and adopted". The resolution was carried unanimously

6. Dividend : "Resolution proposed by shri B.vinay Reddy M.D.
seconded by shri x and y Directors
"RESOLVED THAT the Dividend was Recommended by the Board of Directors for the year ended 31st march, 2016 at the rate of ₹ 5/- per share capital of the company, subject to deduction of tax at source be and is hereby declared for payment to those shareholders whose name appeared on the Register of members as on ______ 2016"
The resolution was carried unanimously.

(contd.)

7. Directors :
proposed by ........
seconded by ........
"RESOLVED THAT shri Y, Director who retires by rotation and is eligible for re-appointment to and is hereby re-appointed as director of the co...
The resolution was carried unanimously.

8. Auditors :
proposed by X Director of the company,
seconded by A, B shareholders of the company.
"RESOLVED THAT M/s B.V.Reddy and co. Chartered Accountants, be and are hereby appointed as Auditors of the company to hold office from the conclusion of this meeting until the conclusion of the next Annual General Meeting at a Remuneration of ₹ 5,00,000/- plus reimbursement of expenses on Actual basis.
The resolution was carried unanimously.

9. Vote of thanks : The meeting conducted ended with a vote of thanks to the chair.

Place : medak, Telangana.
Dated : 15th August, 2016.

Sd/-
Chairman
Secretary

CIRCULAR TO EMPLOYEES

M/s B.V.Reddy Limited.
Medak, Telangana.

Circular No :
Date : 15th August, 2016

To all Employees
Recent surprise checks have revealed that there is considerable late coming and in some cases, even the standard instructions for ensuring punctual attendance are not followed. All employees are requested to strictly adhere to the arrival, departure and lunch timing of the office. Tendency to move around in the corridors and canteen would also be viewed seriously.
Cooperation of all employees is solicited

Sd/-
B.Vinay Reddy,
manager - H.R

…es for drafting a Press Release :

…Release : The term press release in its narrower sense is used for …ses covering news. The press release contains worthwile material …ch has some news value. It is not only unnecessary expenditure but …so damages the reputation of the concerned publicity / information department if the release is on a very trivial matter.

Guidelines for Drafting :

1. The press release should be written in a Journalistic style.
2. It should provide facts or information of interest to the readers and should attempt to cover all aspects of a specific subject.
3. There should not be any loose ends. It should be on a subject which is recent or in news.
4. The release should not be generally lengthy. It should be concise and to the point. It has not much place for subsidary or background material.

The Introduction or lead should be in a summary format as it is a news story.

The releases should have a consistent format. Generally, the name of the org. From where the release emanates is given on the top. The date & place are indicated on the top right side. The release should have a title and sub-title also if necessary. It should have a suitable introductory paragraph. In the case of releases from non-official org. it is desirable also to mention the designation of the person issuing the release and his telephone number.

The Press communique :

1. These are issued when some imp. inform., govt decesions (or) announcements are made such as cabinet appointments, conclusion of foreign dignitaries visits, International agreement etc.,
2. The press communiques is formal in the character.
3. It carries the name of the ministry (or) dept. and the place the date at the bottom left-hand corner of the release.
4. Generally, the press ~~comm~~ is expected to reproduce the press communique without any substantial change. No headings (or) sub-headings is given on press communiques.

DEED : The Legal Glossary defined 'Deed' instrument in writing (or legible representation (or) words on parchment (or) paper) purporting to some legal disposition. simply stated Deeds are instruments though all instruments may not be deeds. However, in India no distinction seems to made between instruments and deeds.

PARTNERSHIP DEED :

A partnership firm may be constituted either by oral agreement or a written agreement. A written agreement of partnership or partnership deed is preferred as it minimizes the challenges of disputes and ambiguities in future.

A partnership Deed is divided into different paragraphs. Each paragraph deals with relevant and related information in simple and intelligible language. If a particular part is not applicable in a particular case that part is omitted from the document. The important components in general are as following :

1. Heading of the Document 2. Date and place of execution of the document
3. Names and description of parties 4. Recitals 5. Terms and condition
6. Special rules 7. Jurisdiction 8. Signature of the parties
9. Signature of witnesses

The Deed must be executed on a stamp paper of prescribed value. The copy of the Deed must be sent to the Registrar of partnership Firms along with the prescribed form duly completed for issue of acknowledgement by the Registrar of Firms. All subsequent changes must be notified to the Registrar.

Contents that are required for drafting an Annual Report of a Company

1. Leadership Team : including top management
2. Directors Report
3. Financial statements - Balance sheet and profit and Loss Account including Auditors Report.
4. Corporate social Responsibility.
5. Graphs.

Press Notes :

1. Press Notes are less formal in character.
2. They are issued on important matters, e.g., raising or lowering of tariff rates etc.,
3. The press note also carries the name of ministry (or) dept.
4. The place and the date at the bottom left-hand corner
5. Heading or sub-heading are given in press notes.

## Letter - acknowledging receipt of goods :

M/S MEHTA CHEMICALS LIMITED

Regd. office : 15, Pitlambase, Medak - 502110

Phone : 7569989230, Fax : 6132767

(or) Email : bvinayreddy1997@gmail.com
website : www.bvrca.in.

Email : bvinayreddy1997@gmail.com          website : www.bvrca.in

Dated : 15th August, 2016

To,
Messrs. Shippers & perfect Delivers
16, Nariman point
Mumbai.

Sir,

Subject : Acknowledging the receipt of consignment NO ______

Reference : our request 24/FD/55 - dated 1st June, 2011.

We acknowledge with thanks the receipt of above consignment in our godown and we are arranging the payment of proceeds towards the said consignment by way of crossed cheque in favour of your company within a period of next 15 days.

We solicit your relationship in our future dealings.

Thanking you, have a great day.

Yours Faithfully

For and on behalf of
Mehta chemicals Ltd.

(signature)
purchase Department.

## INDEMNITY BOND

A contract of Indemnity as defined u/s 124 of the Indian contract 1872 is a contract by which one party promises to save the other loss caused to him by the contract of the promissory himself or by the contract of any other person. A person who gives the indemnity is called Indemnifier and a person for whom protection is given is called the Indemnity holder.

I Mr. B. Vinay Reddy s/o B. Sathyanarayana Reddy resident of medak do hereby agree to indemnity [the Bvr Limited for any loss that may occur for seeking release of Bonus share certificate in duplicate of 50 equity shares of ₹ 10 each fully paid up / Bvr Limited for any Loss that may occur for seeking release of dividend for 150 shares of ₹ 1500 / the Govt of India for any loss that may occur on giving credit for the certified Photostat copies of TDS certificates for a sum of ₹ 50,000 being 25% of my share in the total TDS of ₹ 2,00,000].

I further declare that personally [I have not received the Bonus share certificate issued by the company for which the company is ~~bei~~ claiming that it has already been despatched / personally I have not received the dividend warrant / the credit for consolidated TDS certificate was not claimed in the hands of Association of persons]

signature
(Mr. B. Vinay Reddy)

Date : 15th August, 2016
place : Medak

Witnesses :

1. ______.

2. ______.

# LEASE DEED

~~eed~~: A lease is defined u/s 105 of the transfer of enjoyment of ~~m~~vable property by the lessor to the lessee in consideration of a ~~pre~~mium that means a price paid or promised on rent that may be ~~per~~iodical payment of money, share of crops or rendering of services. In order to constitute the valid lease, there must be a transfer of right to enjoyment of immovable property though delivery of possession of the property. However, this is not a condition preceeded for operation of a lease. The term of lease including the period of lease, amount of rent etc, are contained in a leased agreement or deed duly executed and signed by both the lessor and lessee.

model form of lease Deed for taking lease of a Flat.

This lease is made on this the day of 15th August 2016, between B. Vinay Reddy S/O B. Sathyanarayana Reddy, aged about 18 years, residing at Noida (hereinafter called the LESSOR); which expression shall, whenever the context so requires or admits mean and include his heirs, executors, Administrators and permitted assignees of the one part;

And M. Devaraja Reddy S/O M. Raja Reddy, aged about 60 years, residing at Hyderabad and hereinafter called the LESSEE whereas, the lessor is the absolute owner of the property e Noida (more fully described in the schedule hereunder and hereinafter referred to as 'schedule property') and whereas, the Lessee is desirous of taking on lease the schedule property for a period of 7 years, and, whereas, the Lessor is agreeable for the same.

Now, therefore this deed witnessed that in pursuance of aforesaid agreement and in consideration of the rent hereinafter contained, the Lessor hereby dismises by way of lease who lessee the schedule property for a period of from today, on the following terms and conditions:

1. That the lessee has undertaken to pay the lessor a monthly rent of ₹ 70,000/- (Rupees seventy thousand only) for the scheduled property on or before the 7th day of the following calendar month, and 7-months rent of ₹ 4,90,000 (Rupees Forty nine lakhs only) deposit by the lessee on the date of execution of this lease; the receipt where of the lessor hereby acknowledges and agrees to repay the same without interest at the time of vacating the scheduled property, after deducting for damages, if any.
2. The lease shall commence from the 22nd July 2016 ... force for a period of 10 years.
3. The lessee shall use the scheduled property only for officia-pose and shall not assign or sublease or use the schedule premises for any unlawful purposes or after the schedule property without the consent of the lessor in writing.
4. During the lease period, the lessee shall pay the electricity and water charges to the respective dept. promptly and obviate disconne at any time.
5. The lessee shall permit the lessor or his agents, to enter the scheduled property at all reasonable times for the purpose periodical inspection.

Schedule:

1500 squares of house bearing No. 56 at Noida measuring East to West 50 eter, North to south 50 eter and bounded on: East by: Road, West by: Road, North by: plot No. 55, South by: plot No. 77.

In witness whereof the parties hereto have their respective hands and seals to this Agreement on the day, month, year first written abo

WITNESSES:
1. LESSOR ________
2. LESSEE ________

# AFFIDAVIT

An affidavit is a written statement used mainly to support certa applications and in some circumstances as evidence in court proceedings. A person who makes the affidavit is called the Deponent and must swear (or) affirm that the contents are true before a person who has the authority to administer oaths in respects of the particular kind of affidavi

B. Vinay Reddy S/O (or) son of B. Sathyanarayana Reddy aged about 18 years, residing at H no: 2-2-15/1, Pithambare, Medak hereby declare on oath as follows: ________________

________________

________________

" sworn on this 15th day of August, 2016.

Date: 15th August, 2016

Place: Medak, Telangana.

signature

# POWER OF ATTORNEY

(write all same except 1002)

...tion with Formation of company * To appear before Income Tax Officer

We, the undersigned, being the subscribers to the memorandum of Association and Articles of Association of B.V. Reddy Pvt. Ltd. do hereby appoint and authorise M/s B.V. Reddy, Chartered Accountants, having office at medak, Telangana. represented by Mr. B. Vinay Reddy s/o B. Sathyanarayana Reddy, my lawful chartered Accountant in our name whose signatures are attested hereunder and on our behalf do it any one or all the following Acts, Deeds, things namely

1. to give all particulars necessary for incorporation of company.
2. to give affidavit to the Registrar of company for the purpose of incorporation
3. to do needful acts necessary for incorporation of the company.
4. he is authorized to include promissory notes, letter of declaration and indemnity for the purpose of incorporation.
5. to receive documents on behalf of the members of the company.
6. to sign forms, documents and papers required for the purpose of incorporation of the company

This power of Attorney is executed by us with free consent and without any coercion or undue influence at medak on 15th day of August month, 2016. His statement and explanation will be binding on us

IN WITNESS WHEREOF we have signed this power of attorney in the presence of the following witnesses :

Place :

Date :

Names and signatures of the subscribers.

Witnesses : 1. ____

2. ____

I, B. Vinay Reddy, Chartered Accountant, duly declare that I am duly qualified to represent the above-mentioned person(s).

Place :

Date :

Address of power of attorney Holder

Signature of power of Attorney Holder

# GIFT DEED

The law relating to gifts is provided for in the Transfer of property Act, 1882 and Indian succession Act, 1925. Gift is defined ~~as the~~ transfer of certain movable or immovable property made voluntarily and without consideration by one person called the donor to another called the donee and accepted by or on behalf of the donee. A gift to be valid must be accepted by the donee during the life time of the donor. Registration of a gift often immovable property is must and that of movable property is optional.

* * * * * *

This Deed of Gift is executed at Medak, Telangana on this Thursday, 15th day of August, 2016 by Sri B. Vinay Reddy, son of B. Sathyanarayana Reddy, aged about 18 years, an Indian inhabitant residing at flat No. 2-2-15/1, Pitlambare coop, Reddy Housing Society Ltd, medak, hereinafter called 'THE DONOR', (which expression, shall include his successors, his heirs, executors, administrators and legal representatives, or assignees, of the one part) of the ONE PART

TO and infavour of

Sri B. Pranay Reddy, S/o B. Sathyanarayana Reddy, aged about 17 years, an Indian inhabitant of medak, Telangana residing at flat no. 2-2-15/1, Pitlambare coop, Reddy Housing Society Ltd., medak, hereinafter called 'THE DONEE' of the 'OTHER PART'.

WHEREAS the Donee Sri. B. Pranay Reddy is brother of the Donor B. Vinay Reddy.

AND WHEREAS the Donor wishes to make an absolute gift of (a sum of ₹ 7,00,000/- (Rs. seven lakhs only) by cheque bearing No. ___ / his right, title and interest in the said flat more particularly described in the schedule hereunder written.) in favour of the Donee, B. ~~Vinay Redd~~ Pranay Reddy, out of natural love and affection.

NOW THIS DEED OF GIFT WITNESSETH AS FOLLOWS:

1. The Donor herby makes a gift in favour of donee, of a sum of ₹ 3,00,000 (Rupees Three lakhs only), to the donee absolutely forever.

2. The donor hereby confirms that the gift is made by him out of natural love and affection and has been made out of his personal funds earned over a period of time.

3. The donor herby declares that he his having no right on the above said money gifted and the donee can enjoy as her own property and deal with the same as per his/her requirements.

4. The Gift is made by the donor on his own free will, without any undue influence or coercion.

5. The donee hereby accepts the gift mentioned above.

Schedule of property above referred to:

IN WITNESS WHEREOF the parties hereto have signed this deed at medak in presence of the witnesses on the day and year first hereinabove written.

SIGNED AND DELIVERED
By the within named "DONOR"
In the Presence of

1. ____________
2. ____________

SIGNED AND DELIVERED
By the within named "Donee"
In the presence of

1. ____________
2. ____________