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**SPECIMEN AGREEMENT BETWEEN TWO COMPANIES TO AMALGAMATE BY  
SALE OF ONE TO THE OTHER**

AN AGREEMENT made this.....day of.....between Ltd., a company incorporated under the Companies Act, 2013 and having its Registered Office at.....(hereinafter referred to as the ‘Vendor’, which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns) to the one part and.....Ltd., a company incorporated under the Companies Act, 2013 and having its Registered Office at.....(hereinafter referred to as “the company”, which term shall, unless repugnant to the context or contrary to the meaning thereof, include its successors or assigns) of the other part.

WHEREAS the vendor was incorporated in the year.....with an authorised share capital of Rs. ten lakhs divided into one lakh Equity Shares of Rs. ten each and its Memorandum of Association contains a provision that the company shall have the power to sell, transfer or otherwise dispose of the whole or any part of the business and undertaking of the vendor company and to accept in consideration, cash or shares or debentures or debenture stock or other securities of any other company and to distribute among the members in specie or otherwise any surplus assets remaining in the winding-up of the vendor company.

AND WHEREAS the company was incorporated under the Companies Act, 2013 in the year.....with an authorised share capital of Rs. fifty lakhs divided into five lakh Equity Shares of Rs. ten each and its Memorandum of Association contains a provision that the company may acquire by purchase or otherwise the business and undertaking, in part or whole of any other company or companies having any of the purposes or objects same or similar to those of the company.

**IT IS HEREBY AGREED AS FOLLOWS:**

- 1) The vendor shall sell and the company shall purchase the whole of the business undertaking, assets and property of the vendor, benefits of all securities which shall include cheques and bills given to the vendor from time to time in consideration or payment thereof, benefits of subsisting contracts, and debts due to the vendor relating to the business of the vendor as a

running concern from the day of.....The said purchase shall not include the uncalled capital of the vendor.

- 2) Up to the aforesaid date for the aforesaid purchase, the vendor shall continue to carry on the business for the benefit of the company.
- 3) From the aforesaid date of the aforesaid purchase, the company shall be liable for all the debts and liabilities of the vendor and shall be liable to perform all its engagements. The vendor shall be indemnified by the company against all claims and demands. The company shall defend all actions and proceedings against the vendor who shall also be indemnified in respect of such actions and proceedings.
- 4) The company shall pay to the vendor Rs. seven lakhs as consideration for the aforesaid purchase and out of the aforesaid consideration Rs. five lakhs shall be paid in cash and the balance of Rs. two lakhs shall be paid to the vendor by allotment of twenty thousand Equity Shares of Rs. ten each in the capital of the company credited as fully paid-up shares. For the allotment of the aforesaid shares, the vendor has conveyed its acceptance, vide its letter No..... dated.....
- 5) The title deeds to all the immovable and other properties of the vendor and an abstract of all the properties of the vendor, the sale of which is hereby agreed shall be handed over to the company within thirty days from this day..... of..... The company shall accept the same titles sufficient in all respects.
- 6) On the.....day of....., the vendor shall be paid Rs. five lakhs in cash and shall be delivered the certificates showing that the company shall have allotted twenty thousand Equity Shares of Rs. 10 each fully paid-up of the share capital of the company.
- 7) Thereupon, the purchase shall be deemed to have been completed and the vendor shall execute necessary documents and do all things and give assurance as may be necessary and reasonable for the vesting of all the properties, the subject matter of the aforesaid purchase by the company.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

Signatures and seals of the parties

**Specimen Form of Revision Petition**

In the High Court of.....  
Civil Revision No..... of 20....

IN THE MATTER OF:

ABC S/o.....R/o.....

...Petitioner

Versus

XYZ S/o.....R/o.....

...Respondent

AND

IN THE MATTER OF:

CIVIL REVISION AGAINST THE ORDER DATED.....PASSED BY THE  
LEARNED SUB-JUDGE, 1ST CLASS.....IN THE SUIT ENTITLED ABC - Vs.  
XYZ (CIVIL SUIT NO.....OF 20....)

May it please the Hon'ble Chief Justice, High Court of.....and his companion  
Justices.

**The petitioner MOST RESPECTFULLY SHOWETH:**

- A. That the petitioner named above has filed a suit against the respondents for the recovery of possession of a house situated in.....fully described in the plaint. The suit is pending in the court of Sub-Judge 1st Class.....and the next date of hearing is.....
- B. That on being summoned the respondent appeared before the court below and filed his written statement wherein he denied the petitioner's title set up in the suit property.
- C. That the trial court framed issues on.....and directed the petitioner (plaintiff) to produce evidence, upon which the petitioner promptly furnished to the court below a list of witnesses, making a request that the witness be summoned by that Court.
- D. That on a previous date of hearing that is..... 200..., two witness of the petitioner had appeared and their statements were recorded. However, the learned Presiding Officer of the court below passed an order that the remaining witnesses be produced by the petitioner-plaintiff on his own without seeking the assistance of the court. This order was passed despite a request by the petitioner that at least those witness named in the list who are State employees should be summoned by the court, as they are required to produce and prove some official records.
- E. That on the next date of hearing the learned trial court by the order impugned in this revision closed the evidence of the petitioner-plaintiff on the ground that the remaining witnesses were not produced by him.
- F. That the impugned order has caused great prejudice to the petitioner and if the same is allowed to stand the petitioner's suit is bound to fail.
- G. That the trial court has unjustifiably denied assistance of the court to the petitioner-plaintiff to secure the attendance of his witnesses. The interests of justice demand that he is provided with all legal assistance in this regard.

In the facts and circumstances discussed above the petitioner prays that this Hon'ble Court be pleased to quash and set aside the order under revision and direct the court below to provide assistance of the court for summoning the plaintiff-witnesses.

PETITIONER

**Specimen of an Affidavit**

IN THE HON'BLE HIGH COURT OF \_\_\_\_\_ /SUPREME COURT

Petition No. \_\_\_\_\_ /2005

IN THE MATTER OF:

\_\_\_\_\_, s/o \_\_\_\_\_, aged \_\_\_\_\_, r/o \_\_\_\_\_

...Petitioner

Versus

\_\_\_\_\_, s/o \_\_\_\_\_, aged \_\_\_\_\_, r/o \_\_\_\_\_

...Respondent

I, \_\_\_\_\_ son of \_\_\_\_\_, aged \_\_\_\_\_, resident of \_\_\_\_\_, do hereby solemnly affirm and declare as under:

- 1) I am the petitioner in the aforesaid petition and fully aware of the facts of the case.
- 2) That the facts stated in the petition are true and correct to the best of my knowledge and belief.
- 3) The legal submissions made in the petition are believed to be true and all these may kindly be treated as a part of this affidavit, since not repeated for the sake of brevity.

**Verification:**

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents of the present affidavit are true and correct.  
Nothing material has been concealed therefrom.

Sd/-

Deponent