**AFFIDAVIT AND INDEMNITY**

BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAVOUR OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ aged \_\_ years, do hereby solemnly declare and say as follows:-

1.     That I am employed with\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (Hereinafter referred to as "the bank").

2.     That the Bank has presently taken residential premises being Situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as "the said premises") situate at---\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on leave and license basis for the purpose of providing residential accommodation for me and my immediate family members.

3.     At my request, the Bank has permitted me to use the premises as per terms and conditions of the Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as perquisite to my service.

4.     I do hereby declare, agree and undertake that:-

5.     I shall vacate the said premises on the expiry or earlier determination of the said leave and license agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

I shall use the premises only for the purpose of residence of myself and I shall not part with the possession of the premises or any part thereof to any one else.

I shall not commit any breach of any of the terms and conditions of the Agreement under which the Company has taken possession of the premises.

I confirm that I am aware of the terms and conditions of the Agreement under which the company has acquired the said premises on leave and licence basis.

I confirm that on happening of any of the following events, \_\_\_\_\_\_\_\_\_\_\_\_\_shall be at liberty to demand and take possession of the said premises and I shall indemnify and keep \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ indemnified against any loss or damage which \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may suffer or incur due to my non-compliance, intentioned or otherwise, with any of the following:-

                              i.                For not vacating the premises on termination of my employment with the company for any reasons whatsoever (whether any retirement, resignation or otherwise).

                             ii.                For not vacating the premises on my services being transferred from Mumbai to any place outside Mumbai.

6.     On my committing breach of any of the terms and conditions of the Agreement under which the company holds the premises.

7.     I further declare that the undertaking and assurance given by me in paragraph 4(d) above is and shall be binding on my family, my heirs, administrators, executors and legal representatives and any person staying in the said premises at the time of my death.

8.     In the event of my committing any breach of any of the terms and conditions under which I have been allowed to use the premises \_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be entitled without prejudice to his other rights to take such legal action of proceedings against me including criminal proceedings as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may lawfully be advised.

9.     This undertaking-cum-indemnity shall be binding on me till I am occupying the said premises.

10.  I confirm that what has been stated hereinabove is true to my own knowledge and that on the basis of the declaration made by me herein \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_has permitted the bank the use of the premises.

Solemnly declared by the aforesaid

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 200

Sworn Before me,

Dated this \_\_\_ day of \_\_\_\_\_ 200

**AGREEMENT FOR HIRE**

THIS AGREEMENT is made on...... this..... day of..... between Mr. A carrying on business at... hereinafter referred to as 'the Owner' of the One Part and Mr. B residing at......... hereinafter referred to as 'the Hirer' of the Other Part.

WHEREAS the Owner is carrying on business of dealing in furniture and has its office and showroom at (details of address)

AND WHEREAS the Hirer has agreed to take on hire some pieces of furniture for furnishing his newly purchased and occupied Flat at (address) and which the Owner has agreed to give on hire to the Hirer on the following terms and conditions.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1.     The Owner agrees to give on hire and the Hirer agrees to take on hire the items of furniture which are mentioned in the Schedule hereunder written for a period of........ years (or as long as the Hirer desires). The said furniture has been delivered by the Owner to the Hirer and the latter acknowledges receipt thereof.

2.     The Hirer agrees to pay to the Owner by way of hire charges a sum of Rs.... as the lump-sum amount for all the Items of furniture mentioned in the Schedule annexed herewith for the payment of each month.

3.     The said charges will be paid by the Hirer to the Owner in advance on the 5th day of each month hereafter during the period the hire continues. The proportionate hire charge for the current month has been paid by the Hirer on the execution of this agreement.

4.     The hire charges will be paid by the Hirer as aforesaid at the place of business of the Owner aforementioned punctually on or before the fifth day of each month as before mentioned.

5.     The Hirer covenants with the Owner that;

a.     He will make payment of the hire charges every month punctually as aforesaid.

b.    If there is default in payment of any instalment on the due date, the Hirer will pay interest on the amount of each monthly charge at the rate of Rs. 0.5% per month for the days of delay. This provision is without prejudice to the right of the Owner to take any other action for breach of the covenant as herein provided.

c.     He will not remove the said items of furniture or any of them from the said flat in which the Hirer is at present residing without the written consent of the Owner.

d.    He will maintain the said furniture in good condition, subject to normal wear and tear. If any damage is done to any of the said items of furniture he will make it good by carrying out repairs through the Owner and he will pay the repair charges to the owner separately.

e.     If any of the said items is stolen or otherwise lost or destroyed or damaged beyond repairs, the Hirer will pay the price thereof as per the Owner's catalogue of prices then prevailing or In force, irrespective of whether the Hirer is or is not responsible for such loss, destruction or damage. If the loss or destruction or damage occurs, the Hirer will make it known to the Owner in writing immediately after such loss or damage. Subject to payment of the amount of loss or damage by the Hirer, the Owner will either substitute the lost or damaged item or will reduce the Hire-charges proportionately.

f.     He will allow the Owner or his authorised agent to inspect the said furniture as and when required once every month any day.

g.    He will not part with possession of the furniture or any item in favour of any other person. He will not sell, hypothecate or pledge the said furniture or any item thereof.

6.     The property in the said furniture will always remain with the Owner, and the Hirer will hold the same as a bailee.

7.     The Owner is not liable for any defects in the said furniture or any item thereof and the Hirer has taken inspection thereof and is satisfied with the condition thereof.

8.     The Hirer will not do any act or omit to do any act by which the right of the Owner to the said furniture will be prejudiced.

9.     If the Hirer does not want to continue the hire he will give at least fifteen days' notice to that effect to the Owner and on the expiration of the said period mentioned in the notice, this agreement will stand terminated.

10.  If the Hirer commits breach of any term or covenant contained in this agreement, the Owner will be entitled to terminate this agreement by fifteen days' prior notice and on the expiration of the said period this agreement will stand terminated.

11.  If this agreement is terminated by the Hirer or the Owner as aforesaid or by efflux of time or duration of this agreement as aforesaid, the Hirer shall at his own costs, return the said furniture forthwith. If he fails to do so, within eight days from the termination, he will be liable to pay to the Owner a sum of Rs....... being the present price of the furniture together with all other amounts payable by him to the Owner under any of the provisions of this agreement. This is without prejudice to the right of the Owner to take back possession of such furniture by due process of law.

12.  The termination of this agreement for any reason will not prejudice or affect the right of the Owner to recover from the Hirer any amount payable by him to the Owner by virtue of this agreement.

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

THE SCHEDULE ABOVE REFERRED TO

List of furniture.

Signed and delivered

by the within named Owner... in the presence of...

Signed and delivered by the within named Hirer... in the presence of...

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made and executed on this the\_\_\_\_\_\_\_\_\_\_\_\_ day \_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_, 200-

BETWEEN

Mr. \_\_\_\_\_\_\_\_\_\_\_\_s/o. \_\_\_\_\_\_\_\_\_\_\_\_ aged\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years residing at \_\_\_\_\_\_\_\_\_\_\_\_\_Hereinafter called "The SELLER" (which expression shall mean and include her legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys and assigns) of ONE PART.

AND

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ s /o \_\_\_\_\_\_\_\_\_\_ aged­ \_\_\_\_\_\_\_\_ years residing at\_\_\_\_\_\_\_\_\_\_ \_\_\_Hereinafter referred as "The PURCHASER" (represented by his power of attorney) which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns of the OTHER PART.

WHEREAS THE SELLER is the absolute owner in possession and enjoyment of the more fully described in the schedule hereunder and hereafter called the "SCHEDULE PROPERTY.

WHEREAS the property more fully described in the schedule hereunder is the self acquired property of the SELLER who purchased the same from Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_ in and by sale deed dated \_\_\_\_\_\_\_\_\_\_\_\_\_ and registered as Doct No.\_\_\_\_\_\_\_\_\_of Book1VolumeNo\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Pagenos.\_\_\_\_\_to\_\_\_\_\_\_\_\_\_, registered on and filed on the file of the Sub-Registrar,

WHEREAS the SELLER is the absolute owner of the property and he has been enjoying the same with absolute right and he has clear and marketable title to the Schedule Property

WHEREAS the SELLER being in need of funds for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has decided to sell the property more fully described in the Schedule hereunder and the PURCHASER has offered to purchase the same..

WHEREAS the SELLER offered to sell and transfer the schedule property to the PURCHASER for a sale consideration of Rs.\_\_\_\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_ only) and the PURCHASER herein has agreed to purchase the same for the aforesaid consideration on the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Sale consideration of the Schedule Property is fixed at Rs. \_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_ only).

The PURCHASER has paid a sum of Rs.­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_ only) by cash/ cheque /D.D. bearing No \_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_\_\_ as advance, the receipt of which sum the SELLER hereby acknowledges.

The balance payment of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_ only) will be paid by the PURCHASER to the SELLER at the time of execution of the absolute Sale Deed and thus completing the Sale transaction.

The parties herein covenant to complete the Sale transaction and to execute the Absolute Sale Deed by the end of

The SELLER confirms with the PURCHASER that he/she has not entered into any agreement for sale, mortgage or exchange whatsoever with any other person relating to the Schedule Property of this Agreement.

         The SELLER hereby assures the PURCHASER and he/she has absolute power to convey the same and there are no encumbrances, liens, charges, Government dues, attachments, acquisition, or requisition, proceedings etc.

The SELLER agrees to put the purchaser in absolute and vacant possession of the schedule property after executing the sale deed and registering the same in the jurisdictional Sub-Registrar's office.

The SELLER covenants with the purchaser that he/she shall not do any act, deed or thing creating any charge, lien or encumbrance in respect of the schedule property during the subsistence of this Agreement.

The SELLER has specifically agreed and covenants with the PURCHASER that he/she shall do all acts, deeds and things which are necessary and requisite to convey absolute and marketable title in respect of the schedule property in favour of the PURCHASER or his nominee.

IT IS AGREED between the parties that all expenses towards Stamp Duty and Registration charges shall be borne by the PURCHASER only.

         The PURCHASER shall have the right to nominate or assign his right under this agreement to any person / persons of his choice and the SELLER shall execute the Sale Deed as per terms and conditions of this Agreement in favour of the PURCHASER or his nominee or assignee.

         The SELLER has agreed to get consent deed duly executed to this Sale transaction from his wife/her husband, sons and daughters on or before date of registration of Sale Deed and assured that they all join to execute sale deed in favour of the purchaser.

It is hereby expressly provided and agreed by the parties here to that both parties are entitled to enforce specific performance of the agreement against each other in case of breach of any conditions mentioned in this Agreement.

The original of the "AGREEMENT" signed by both the parties shall be with the PURCHASER and copy of the same similarly signed shall be with the SELLER.

SCHEDULE

IN WITNESS WHEREOF the SELLER and the PURCHASER have signed this Agreement of Sale on the day month and year herein above mentioned in the presence of the witnesses:

WITNESSES:

1.

2.

Signed by SELLER\_\_\_\_\_\_\_\_\_\_\_\_\_

In presence of

Signed by PURCHASER\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In presence of

**ASSIGNMENT OF POLICY OF LIFE INSURANCE**

THIS DEED OF ASSIGNMENT made at \_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_ day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BETWEEN XY son of Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ resident of \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Assignor") of the ONE PART and PQ son of \_\_\_\_\_\_\_\_\_\_ resident of \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Assignee") of the OTHER PART.

WHEREAS:

By a policy of Life Insurance issued by the Life Insurance Corporation of India \_\_\_\_\_\_\_\_\_\_\_\_\_ office \_\_\_\_\_\_\_\_\_\_\_ being \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated the \_\_\_\_\_\_\_\_\_\_ on the life of the assignor, the sum of Rs. \_\_\_\_\_\_\_\_ assured to be paid on \_\_\_\_\_\_\_\_ maturity or to his nominee, heirs, executors, administrators, legal representatives or assigns after his death, subject to payment of the annual premium of Rs. \_\_\_\_\_\_\_\_

The Assignor has agreed to assign the said policy of insurance in favour of the said PQ for a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NOW THIS DEED WITNESSES AS FOLLOWS:

1.     In consideration of sum of Rs.\_\_\_\_\_\_\_\_\_\_ paid by the said B (the receipt whereof the said XY does hereby admit and acknowledge), the said assignor as the beneficial owner hereby transfer and assign unto and to the use and for the benefit of the assignee the above policy together with the benefit of the said sum of Rs. \_\_\_\_\_\_\_\_/- thereby assured together with bonus, benefits and other moneys thereof to be had, recovered or obtained under the said policy. TO HAVE AND TO HOLD the same unto and to the use of the assignee absolutely and the assignor hereby force and that the assignor shall regularly pay the premia under the said policy of insurance to the Life Insurance Corporation of India and the assignor shall not do, execute or perform or knowingly suffer anything whereby the said policy may become void or voidable or the assignee or his heirs, executors, administrators, legal representatives or assigns may be prevented from receiving the moneys thereby assured or any bonus, benefits and other sums there under.

IN WITNESS WHERE OF, etc. the Assignor has put his hand the \_\_\_\_\_\_\_\_ day and \_\_\_\_\_\_\_\_\_ year hereinabove written,

Signed and delivered by the )

within named Assignor PQ )

In presence of

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

2. \_\_\_\_\_\_\_\_\_\_\_\_\_ )

**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed on the day of Two Thousand:

BY :

(hereinafter referred to as the "FIRST PARTY", which expression shall, wherever the context so requires or admits, mean and include, his heirs, executors, administrators and assigns).

IN FAVOUR OF :

(Here in after referred to as the "SECOND PARTY", which expression shall, wherever the context so requires or admits, mean and include, its successors-in-title and assigns)

WITNESSES AS FOLLOWS:

I.              WHEREAS by an Agreement dated . .2000, the Second Party has arrived at an arrangement to contribute its effort and economic strength in the development being done by M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the PropertybearingNo.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in terms set out therein;

II.             WHEREAS a copy of the said Agreement is hereto annexed and marked as Annexure 'A';

III.            WHEREAS the First Party is one of the Partners/Directors of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and apart from the assurances given by M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the First Party herein has agreed to personally guarantee the performance and returns estimated of M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the said Agreement, failing which the First Party will make good the amounts guaranteed hereunder and the Parties hereto are desirous of recording the terms of the guarantee;

IV.           NOW THIS DEED OF GUARANTEE WITNESSES AS FOLLOWS:

1.     In the premises aforesaid and at the request of the Second Party, the First Party hereby agrees with and guarantees the Second Party the payment assured to the Second Party under the Agreement dated . 2000 by M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and in the event of the Second Party not receiving the amounts in terms of the Agreement dated . .2000, irrespective of any reasons from M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the First Party Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby irrevocably and unconditionally agrees and covenants to pay to the Second Party the amounts to be received by the Second Party in terms of the annexed Agreement or any part or parts thereof with interest thereon as aforesaid and as set out in the Agreement dated \_\_\_\_\_ 2000 between the Second Party and M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ upon demand in that behalf being made by the Second Party;

2.     The First Party further agrees as follows:-

a.     A notice of demand issued by the Second Party or on its behalf stating that any of the sums under the annexed Agreement dated 2000 have become receivable, in terms of the said Agreement dated . .2000 and that M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have failed or neglected in its assurances and failure of the Second Party receiving the said sum or any part thereof or any interest thereon as agreed, shall be conclusive and binding on the First Party as to that fact and without any further proof. The First Party shall make payment hereunder to the Second Party without any demur or default or without any recourse or reference to M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the case may be.

b.    The First Party further agrees to pay the amounts mentioned hereunder or any part thereof as the case may be, notwithstanding that there may be any dispute or difference between the Second Party and M/s\_\_\_\_\_\_\_\_ as to whether or not the said sums under the Agreement dated 2000 or any part thereof and interest thereon as aforesaid or any part thereof has or has not become due and receivable by the Second Party;

c.     The First Party agrees that this Guarantee is in addition to and without prejudice to the existing security offered by and on behalf of M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Second Party and that all rights and remedies in respect thereof be reserved;

d.    The First Party agrees that this guarantee shall be a continuing guarantee and shall not be considered as wholly or partially satisfied or exhausted by any part received by the Second Party or any settlement of account between the Second Party and M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

e.     The First Party agrees that this guarantee shall continue and be in force notwithstanding the discharge of M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by operation of any law or insolvency /bankruptcy/winding up/ dissolution of M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall cease only on payment of amount guaranteed hereunder either by M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or the First Party herein;

f.     The First Party shall have no right to the benefit of any other security that may be held by the Second Party until the Second Party receives all the amounts in respect of the monies and of all other claims under the said Agreement dated . .2000 and on any account whatsoever arising out of the said Agreement dated . .2000, shall have been fully satisfied;

g.    The First Party agrees that the Second Party under notice to the First Party, shall be at liberty to take other securities for the said monies due to the Second Party or any part thereof and to release or forbear to enforce all or any of the Second Party's remedies upon or under such securities and any collateral security or securities now held or be held by the Second Party and that no such release or forbearance as aforesaid shall have the effect of releasing the First Party from his liability or of prejudicing the Second Party's rights against the First Party under this Guarantee provided the notice mentioned herein above has been duly served on the First Party;

h.     The First Party shall have no right to the benefit of any other security that may be held by the Second Party until the Second Party receives all the amounts in respect of the monies and of all other claims under the said Agreement dated . .2000 and on any account whatsoever arising out of the said Agreement dated . .2000 shall have been fully satisfied and in respect of the amounts from M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this Guarantee shall come to an end and in the event of the First Party paying under this Guarantee, the First Party shall be entitled to the security held by the Second Party at the time of total discharge;

3.     The First Party agrees that demand for payment under this Guarantee shall be deemed to have been given to the First Party if made in writing and delivered at his address hereunder written and if sent by post shall be deemed to have been received by the Second Party 24 hours after posting thereof and in proving such services it shall be sufficient to prove that the letter containing the demand was properly addressed and put into post;

NAME: MR. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address for Notice:**

4.     It is agreed that this Guarantee shall be enforceable notwithstanding any change in the name of the Second Party company and it shall ensure for the benefit of any company with which the Second Party may become amalgamated or to which the Second Party may assign its rights;

5.     It is agreed that this Guarantee shall remain in force until the performance assured by M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the Agreement dated . 2000 have been fulfilled and complied in terms thereof;

6.     The First Party agrees that it shall not be discharged or released from this Guarantee by any arrangement made between the Second Party and M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ notice to him in writing with regards to any additional security given by M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and/or M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or release of any security at present given or may be given in addition nor will the First Party be discharged or released from this Guarantee by any alterations in the obligations save and except the quantum and returns agreed to be paid by M/s. \_\_\_\_\_\_\_, to the Second Party undertaken by M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or by any forbearance or waiver by the Second Party whether as to payment, time of performance or otherwise under notice to the First Party in writing. The First Party agrees that the reasons for such notice as set out in this Para is only for information and not to seek consent of the First Party;

IN WITNESS WHEREOF, the FIRST PARTY has executed this DEED OF GUARANTEE in the presence of the Witnesses attesting hereunder:

WITNESSES:

1)

FIRST PARTY

2)

**DEED OF INDEMNITY**

DEED OF INDEMNITY made at Mumbai this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ by (1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and (4) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Mumbai hereinafter called "the Obligors" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors and assigns).

IN FAVOUR OF (1) \_\_\_\_\_\_\_\_\_\_\_\_(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (4) \_\_\_\_\_\_\_\_\_\_\_\_ (5) \_\_\_\_\_\_\_\_\_\_all presently residing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called "the Obliges" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns);

WHEREAS one Shri \_\_\_\_\_\_\_\_\_is the monthly tenant of \_\_\_\_\_\_\_\_Trust and other Trusts (hereinafter called "the Owners") in respect of flat no.\_\_ on the \_\_\_\_floor of the building known as "\_\_\_\_\_" situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the said flat").

AND WHEREAS Shri \_\_\_\_\_\_\_\_\_\_ is the husband of Oblige No.1, father of Oblige no.2, father-in-law of Oblige no.3 and grand father of Obliges no.4 & 5;

AND WHEREAS the Obligors \_\_\_\_\_\_\_\_\_\_AND WHEREAS the Obliges hereto being the legal heirs of Shri \_\_\_\_\_\_\_\_\_\_\_\_ and in consideration Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agreeing to the Obligors' request, the Obligors hereby declare and indemnify the Obliges as under:-

NOW THIS INDEMNITY WITNESSETH:-

1.     That the Obligors hereby indemnify and agrees to keep indemnified the Obliges against any claim or demand that may be made against the Obliges in respect of the said flat.

2.     That it shall be the Obligors responsibility at the Obligors costs and expenses to handle any litigation or any other matter in relation to the said flat and to pay all costs and manse profits and other expenses, whatsoever, in relation to the said flat and the Obliges shall not be responsible or liable in any way.

3.     That it shall be the Obligors responsibility to pay all costs, manse profits and other expenses in relation to the said flat, whether they are in possession of the said flat or not.

4.     That the Oblige shall not be responsible in any way, if the right, title and interest of Shri \_\_\_\_\_\_is not transferred/transmitted to the names of the Obligors due to any reason whatsoever.

5.     That this Indemnity shall be binding on the heirs, executors, successors and assigns of the Obligors.

SOLEMNLY AFFIRMED AND DECLARED)

this \_\_\_ day of \_\_\_\_\_\_\_\_ )

by the within named Obligors )

1.     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

2.     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

3.     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

4.     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

in the presence of \_\_\_\_\_\_\_\_\_\_\_\_ )

BEFORE ME

IDENTIFIED BY ME

Notary

**INSTALLMENT BOND IN DEED FORM**

THIS BOND is executed on this...........day of...........at............... between:

1.     Mr. X s/o....... r/o................., hereinafter called the debtor on the first part.

2.     Mr. Y s/o..... r/o......................, hereinafter called the surety on the second part, and

3.     Mr. Z s/o......r/o..................., hereinafter called the creditor on the third part.

Whereas a sum of Rs.........is still due to the creditor above named form the debtor on account of decree in suit no............by the Court of..........on account of arrears of rent.

And whereas the creditor has again settled the lease of the house in which the debtor resides as tenant on account of the reason that the debtor has agreed to make the payment of the decreed amount.

And whereas the creditor has agreed to accept the payments of decreed amount in installment without any interest, provided some body stands as surety for the said amount.

AND WHEREAS the surety has agreed to guarantee payment of the said

Decreed amount in accordance with the terms of this bond.

NOW THIS BOND WITNESSES AS UNDER:

1.     That the debtor and the surety jointly and severally agree to pay the decreed amount in six equal half yearly installments commencing from the day of...........and the day of...........each year.

2.     That in case of failure on the part of the debtors to pay any installment within 30 days from the day it becomes due, the whole of he unpaid amount shall stand payable at once with interest at the rate of 18% per annum and the debtor and the surety jointly and severally agree to pay the said amount with interest.

We the have noted parties have signed this bond on the date and place mentioned above, after fully understanding the contents of the bond in the presence of the following witness.

Witnesses:

1. Name& Signature..............

Address

Debtor

2. Name & Signature..................

Surety

Address.............

Name & Signature................

Creditor

**PRE-NUPTIAL AGREEMENT**

The following form is intended for illustrative purposes only. You and your attorney can use this sample as a guide in drafting a prenuptial agreement that best protects your interests and complies with the laws in effect where you live.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Here in after referred to as Prospective Husband, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Here in after referred to as Prospective Wife, hereby agree on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_, as follows:

Prospective Husband and Prospective Wife contemplate marriage in the near future and wish to establish their respective rights and responsibilities regarding each other's income and property and the income and property that may be acquired, either separately or together, during the marriage.

Prospective Husband and Prospective Wife have made a full and complete disclosure to each other of all of their financial assets and liabilities, as more fully set forth in the accompanying Financial Statements, attached hereto as Exhibits A and B.

Except as otherwise provided below, Prospective Husband and Prospective Wife waive the following rights:

To share in each other's estates upon their death or separation/divorce without a prenup, state law will specify how your property will be divided if you ever divorce. These laws may dictate a result that neither of you wants. You can use a prenup to establish your own rules for property division and avoid potential disagreements in the event of a divorce. In most states, you can also make agreements about whether or not one or both of you will be entitled to alimony.

To spousal maintenance, both temporary and permanent.

To share in the increase in value during the marriage of the separate property of the parties.

              i.                Whether to file joint or separate income tax returns or to allocate income and tax deductions on separate tax returns

             ii.                Who will pay the household bills - and how?

            iii.                Whether to have joint bank accounts and, if so, how you will manage them

            iv.                Agreements about specific purchases or projects, such as buying a house together or starting up a business.

             v.                How you will handle credit card charges -- for instance, whether you will use different cards for different types of purchases, what kinds of records you will keep, and how you will make payments

            vi.                Agreements to set aside money for savings

           vii.                Agreements for putting each other through college or professional school

          viii.                Whether you will provide for a surviving spouse -- for example, in your estate plan or with life insurance coverage, and

            ix.                How to settle any future disagreements -- for example, you might agree to hire either a mediator or a private arbitrator

             x.                Use of last names after you marry

            xi.                agreements about having and raising children, such as birth control, having children, children's names, child care responsibilities, and education

           xii.                How you will relate to in-laws or stepchildren of previous marriage.

To share in the pension, profit sharing, or other retirement accounts of the other.

To the division of the separate property of the parties, whether currently held or hereafter acquired.

To any claims based on the period of cohabitation of the parties.

[SET FORTH RELEVANT EXCEPTIONS HERE.]

[ADDITIONAL PROVISIONS HERE. These can range from prescribing that the children will be raised in a particular religion to allocating household chores between the parties.] A prenup is helpful (perhaps essential) if either of you has children from another relationship and you want to make sure that your children inherit their share of your property. In a prenup, one or both spouses can give up the right to claim a share of the other's property at death, perhaps in exchange for an agreed upon amount of property.

Both Prospective Husband and Prospective Wife are represented by separate and independent legal counsel of their own choosing.

Both Prospective Husband and Prospective Wife have separate income and assets to independently provide for their own respective financial needs.

If your property includes something you want to keep in your birth family, whether it is an heirloom or a share in a family business, you and your spouse can agree that it will remain in your family, and you can specify that item in your prenup. This can even include property that you expect to receive in a future inheritance.

This agreement constitutes the entire agreement of the parties and may be modified only in a writing executed by both Prospective Husband and Prospective Wife.

In the event it is determined that a provision of this agreement is invalid because it is contrary to applicable law, that provision is deemed separable from the rest of the agreement, such that the remainder of the agreement remains valid and enforceable.

This agreement is made in accordance with the laws of the state of \_\_\_\_\_\_\_\_\_\_, and any dispute regarding its enforcement will be resolved by reference to the laws of that state.

This agreement will take effect immediately upon the solemnization of the parties' marriage.

I HAVE READ THE ABOVE AGREEMENT, I HAVE TAKEN TIME TO CONSIDER ITS IMPLICATIONS, I FULLY UNDERSTAND ITS CONTENTS, I AGREE TO ITS TERMS, AND I VOLUNTARILY SUBMIT TO ITS EXECUTION.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prospective Husband

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prospective Wife

**RETAINER SHIP AGREEMENT**

THIS AGREEMENT is made at Bombay this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 200 between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Co-operative Housing Society Ltd., having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the party of the first part" and ABC, a legal portal having its registered office at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "the party of the second part".

WHEREAS the party of the first part is a co-operative housing society and requires the assistance of solicitors and legal advisors for drafting notices to be issued to members of the society, correspondence with the Bombay Municipal Corporation/ Registrar of Society, giving advice and solutions to internal problems of the members of the society in accordance with the Co-operative Societies Act, 1960 and the bye-laws of the society, etc.

AND WHEREAS the party of the first part has offered to appoint and retain the party of the second part to act for them as legal advisors and solicitors and the party of the second part have agreed to the said appointment and retainer ship;

AND WHEREAS the parties hereto have agreed to record the terms and conditions on which the party of the first part has agreed to appoint and retain the party of the second part to act for them as legal advisors and solicitors and the party of the second part has agreed to accept the said appointment and retainer ship;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.     The party of the first part hereby appoints and retains the party of the second part for drafting notices to be issued to members of the society, correspondence with the Bombay Municipal Corporation/ Registrar of Society, giving advice and solutions to internal problems of the members of the society in accordance with the Co-operative Societies Act, 1960 and the bye-laws of the society and all ancillary and incidental matters.

2.     The party of the first part shall pay to the party of the second part fees of Rs. (Rupees ------------only) per month. The said fees will be in lieu of and in satisfaction of all professional charges and expenses including the office expenses of the party of the second part but excluding any out of pocket expenses and costs incurred in relation to the assignment.

3.     The party of the first part shall also pay to the party of the second part all out of pocket expenses incurred by them in payment of traveling expenses, registration charges, etc. in respect of documents in relation to each transaction etc.

4.     The above fee quote is based on the assumption that there will be no material change in the scope. In the event of any material deviation in the foregoing assumption the parties hereto agree to re-assess and mutually revise the fee quote.

5.     Invoices will be raised by the party of the second part on a monthly basis and will be payable within 15 days. A detailed narrative stating the nature of the work done will accompany the invoice. The invoice shall also include details of any out of pocket expenses and costs incurred in relation to the assignment.

6.     The scope of the above services would not include any regulatory compliance (such as filings, etc. with statutory authorities, etc.), or providing substantive opinions or memoranda on any specific legal issue and the same will be charged separately.

7.     This agreement will not extend to any litigation civil or criminal or arbitration whether arising out of any transaction entrusted to the party of the second part or otherwise. If any such matter of litigation or any legal proceedings in a court of law or tribunal or arbitrator is entrusted to them, the party of the second part will be entitled to charge fees according to their usual practice.

8.     The party of the second part shall maintain full secrecy and shall not disclose any confidential matter or communication between the party of the first part and themselves to anybody else.

9.     The party of the second part shall not act in any matter entrusted to them for any other party concerned or connected with such matter.

10.  This agreement may be terminated by any party hereto by giving one month''s prior notice to the other without assigning reason and on the expiry of the said period from receipt of the notice this agreement shall stand terminated except in respect of matters which are already entrusted to the party of the second part and are not completed.

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

Signed by the with in named)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Co-operative)

Housing Society by its Secretary)

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

In the presence of)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Signed by the with in named)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (retainers)

by its ( concerned authority)

Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

In the presence of)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

|  |
| --- |
| Top of Form**SECURITY BOND BY SURETY**BY THIS BOND Mr.............. residing at..................................... hereinafter referred to as the 'Surety' acknowledges himself to be bound to Mr. B hereinafter referred to as the 'Creditor' in the sum of Rs....................... lent and advanced by the Creditor to Mr. C residing at... the Debtor, with interest thereon at the rate of Rs... percent per annum from the date hereof till payment.WHEREAS the Creditor has lent and advanced to Mr. C the Debtor above-named a sum of Rs... repayable by him with interest thereon at the rate of Rs... per cent per annum.AND WHEREAS the said amount has been advanced against the surety giving a guarantee for repayment of the said amount by the said Debtor and against the said guarantee being secured by a mortgage of the property of the Surety described in the Schedule hereunder written and which the Surety has at the request of the Debtor agreed to do.NOW THIS DEED WITNESSETH that in pursuance of there request made by the Debtor to the Surety the Surety doth hereby guarantor and covenants with the Creditor that in default of payment of the amount of Rs... with interest as aforesaid by the Debtor to the Creditor within the lime stipulated by him in the separate writing executed by the Debtor-for evidencing the said Debt, in favour of the Creditor, the surety shall pay to the Creditor the said amount of Rs... or any part thereof remaining unpaid with Interest at the rate of... aforesaid till payment on demand made to the Creditor in writingAND THIS DEED FURTHER WITNESSETH that pursuant to the said agreement, the Surety as a security for payment of the said amount by the Surety, both hereby grant and transfer by way of mortgage the said property described in the Schedule hereunder written TO HAVE and TO HOLD the same unto the Creditor subject to the covenant for redemption hereinafter contained, And it is agreed and declared that in the event of the Surety being required to pay the said amount on default by the Debtor and on the surety so paying the said amount or any part thereof due and payable to the Creditor the Creditor shall release and re-convey the said property to the Surety but at the costs of the Surety. And it is further agreed that in the event of the Surety becoming liable and failing to pay the said amount or any part thereof as aforesaid, the Creditor will be entitled to sell the said property through a Court of law and to appropriate or apply the net sale proceeds thereof towards payment of the amount to the Creditor by the Surety and/ or the Debtor including costs of the suit and sale proceedings and to pay the balance if any to the Surety. And the Surety covenants with the Creditor that he has full right to mortgage the said property as aforesaid. And the condition of the Bond is that it will be void if the Debtor pays the said amount to the Creditor with interest as aforesaid, within the time stipulated otherwise, and failing which this Bond will remain in full force and effect.THE SCHEDULE ABOVE REFERRED TO ( Attach Schedule below)Signed and delivered by theWithin named Surety Mr. AWITNESSES;1. Name & Signature2. Name & SignatureBottom of Form |
| https://www.advocatekhoj.com/webtemplates/akhome/images/spacer.gif |
| https://www.advocatekhoj.com/webtemplates/akhome/images/spacer.gif |
| https://www.advocatekhoj.com/webtemplates/akhome/images/akhome_r8_c1.png | https://www.advocatekhoj.com/webtemplates/akhome/images/spacer.gif |  |
| https://www.advocatekhoj.com/webtemplates/akhome/images/akhome_r9_c1.png |  |  |  |  |  |  |  |