

PAPER – 2: BUSINESS LAWS AND BUSINESS CORRESPONDENCE AND REPORTING

SECTION A: BUSINESS LAWS

PART – I: Amendments for June, 2023 Examinations

1. Chapter 4: The Limited Liability Act, 2008

The Limited Liability Act, 2008 has been amended through the Limited Liability Partnership (Amendment) Act, 2021 dated 13th August, 2021. The following are the amendments w.e.f. 1st April, 2022.

Earlier provision	New provision
-	Throughout the Limited Liability Partnership Act, 2008, for the words and figures “the Companies Act, 1956” wherever they occur, the words and figures “the Companies Act, 2013” shall be substituted.
Body Corporate [(Section 2(d))]: It means a company as defined in section 3 of the Companies Act, 1956 and includes— (i) a LLP registered under this Act; (ii) a LLP incorporated outside India; and (iii) a company incorporated outside India, but does not include— (i) a corporation sole; (ii) a co-operative society registered under any law for the time being in force; and (iii) any other body corporate (not being a company as defined in section 3 of the Companies Act, 1956 or a limited liability partnership as defined in this Act), which the Central Government may, by notification in the Official Gazette, specify in this behalf.	Body Corporate [(Section 2(d))]: It means a company as defined in clause (20) of section 2 of the Companies Act, 2013 and includes (i) a limited liability partnership registered under this Act; (ii) a limited liability partnership incorporated outside India; and (iii) a company incorporated outside India, but does not include (i) a corporation sole; (ii) a co-operative society registered under any law for the time being in force; and (iii) any other body corporate (not being a company as defined in clause (20) of section 2 of the Companies Act, 2013 or a limited liability partnership as defined in this Act), which the Central Government may, by notification in the Official Gazette, specify in this behalf.
Business [Section 2(e)]: “Business” includes every trade, profession, service and occupation.	Business [Section 2(e)]: “Business” includes every trade, profession, service and occupation except any activity which the Central Government may, by notification, exclude.

<p>Newly inserted</p>	<p>“Small limited liability partnership [Section 2(ta)]: It means a limited liability partnership—</p> <p>(i) the contribution of which, does not exceed twenty-five lakh rupees or such higher amount, not exceeding five crore rupees, as may be prescribed; and</p> <p>(ii) the turnover of which, as per the Statement of Accounts and Solvency for the immediately preceding financial year, does not exceed forty lakh rupees or such higher amount, not exceeding fifty crore rupees, as may be prescribed; or</p> <p>(iii) which meets such other requirements as may be prescribed, and fulfils such terms and conditions as may be prescribed;</p>
<p>Designated partners (Section 7):</p> <p>(i) Every LLP shall have at least two designated partners who are individuals and at least one of them shall be a resident in India.</p> <p>(ii) If in LLP, all the partners are bodies corporate or in which one or more partners are individuals and bodies corporate, at least two individuals who are partners of such LLP or nominees of such bodies corporate shall act as designated partners.</p> <p>(iii) <i>Resident in India:</i> For the purposes of this section, the term “resident in India” means a person who has stayed in India for a period of not less than 182 days during the immediately preceding one year.</p>	<p>Designated partners (Section 7)</p> <p>(1) Every limited liability partnership shall have at least two designated partners who are individuals and at least one of them shall be a resident in India: Provided that in case of a limited liability partnership in which all the partners are bodies corporate or in which one or more partners are individuals and bodies corporate, at least two individuals who are partners of such limited liability partnership or nominees of such bodies corporate shall act as designated partners. Explanation. For the purposes of this section, the term resident in India means a person who has stayed in India for a period of not less than one hundred and twenty days during the financial year.</p> <p>(2) Subject to the provisions of sub-section (1),</p> <p>(i) if the incorporation document</p>

	<p>(a) specifies who are to be designated partners, such persons shall be designated partners on incorporation; or</p> <p>(b) states that each of the partners from time to time of limited liability partnership is to be designated partner, every partner shall be a designated partner;</p> <p>(ii) any partner may become a designated partner by and in accordance with the limited liability partnership agreement and a partner may cease to be a designated partner in accordance with limited liability partnership agreement.</p> <p>(3) An individual shall not become a designated partner in any limited liability partnership unless he has given his prior consent to act as such to the limited liability partnership in such form and manner as may be prescribed.</p> <p>(4) Every limited liability partnership shall file with the Registrar the particulars of every individual who has given his consent to act as designated partner in such form and manner as may be prescribed within thirty days of his appointment.</p> <p>(5) An individual eligible to be a designated partner shall satisfy such conditions and requirements as may be prescribed.</p> <p>(6) Every designated partner of a limited liability partnership shall obtain a Designated Partners Identification Number (DPIN) from the Central Government and the provisions of sections 153 to 159 (both inclusive) of the Companies Act, 2013 shall apply <i>mutatis mutandis</i> for the said purpose.</p>
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<p>Registered office of LLP and change therein (Section 13):</p> <p>(1) Every LLP shall have a registered office to which all communications and notices may be addressed and where they shall be received.</p> <p>(2) A document may be served on a LLP or a partner or designated partner thereof by sending it by post under a certificate of posting or by registered post or by any other manner, as may be prescribed, at the registered office and any other address specifically declared by the LLP for the purpose in such form and manner as may be prescribed.</p> <p>(3) A LLP may change the place of its registered office and file the notice of such change with the Registrar in such form and manner and subject to such conditions as may be prescribed and any such change shall take effect only upon such filing.</p> <p>(4) If the LLP contravenes any provisions of this section, the LLP and its every partner shall be punishable with fine which shall not be less than ₹ 2,000 but which may extend to ₹ 25,000.</p>	<p>Registered office of LLP and change therein (Section 13):</p> <p>(1) Every limited liability partnership shall have a registered office to which all communications and notices may be addressed and where they shall be received.</p> <p>(2) A document may be served on a limited liability partnership or a partner or designated partner thereof by sending it by post under a certificate of posting or by registered post or by any other manner, as may be prescribed, at the registered office and any other address specifically declared by the limited liability partnership for the purpose in such form and manner as may be prescribed.</p> <p>(3) A limited liability partnership may change the place of its registered office and file the notice of such change with the Registrar in such form and manner and subject to such conditions as may be prescribed and any such change shall take effect only upon such filing.</p> <p>(4) If any default is made in complying with the requirements of this section, the limited liability partnership and its every partner shall be liable to a penalty of five hundred rupees for each day during which the default continues, subject to a maximum of fifty thousand rupees for the limited liability partnership and its every partner.</p>
<p>Name (Section 15):</p> <p>(1) Every limited liability partnership shall have either the words "limited liability partnership" or the acronym "LLP" as the last words of its name.</p>	<p>Name (Section 15):</p> <p>(1) Every limited liability partnership shall have either the words limited liability partnership or the acronym LLP as the last words of its name.</p>

<p>(2) No LLP shall be registered by a name which, in the opinion of the Central Government is—</p> <p>(a) undesirable; or</p> <p>(b) identical or too nearly resembles to that of any other partnership firm or LLP or body corporate or a registered trade mark, or a trade mark which is the subject matter of an application for registration of any other person under the Trade Marks Act, 1999.</p>	<p>(2) No limited liability partnership shall be registered by a name which, in the opinion of the Central Government is</p> <p>(a) undesirable; or</p> <p>(b) identical or too nearly resembles to that of any other limited liability partnership or a company or a registered trade mark of any other person under the Trade Marks Act, 1999.</p>
<p>Change of name of LLP (Section 17):</p> <p>(1) Notwithstanding anything contained in sections 15 and 16, where the Central Government is satisfied that a LLP has been registered (whether through inadvertence or otherwise and whether originally or by a change of name) under a name which —</p> <p>(a) is a name referred to in sub-section (2) of section 15; or</p> <p>(b) is identical with or too nearly resembles the name of any other LLP or body corporate or other name as to be likely to be mistaken for it,</p> <p>the Central Government may direct such LLP to change its name, and the LLP shall comply with the said direction within 3 months after the date of the direction or such longer period as the Central Government may allow.</p> <p>(2) (i) Any LLP which fails to comply with a direction given under sub-section (1) shall be punishable with fine which shall not be less</p>	<p>Change of name of LLP (Section 17):</p> <p>(1) Notwithstanding anything contained in sections 15 and 16, if through inadvertence or otherwise, a limited liability partnership, on its first registration or on its registration by a new body corporate, its registered name; is registered by a name which is identical with or too nearly resembles to—</p> <p>(a) that of any other limited liability partnership or a company; or</p> <p>(b) a registered trade mark of a proprietor under the Trade Marks Act, 1999, as is likely to be mistaken for it, then on an application of such limited liability partnership or proprietor referred to in clauses (a) and (b) respectively or a company, the Central Government may direct that such limited liability partnership to change its name or new name within a period of three months from the date of issue of such direction:</p> <p>Provided that an application of the proprietor of the registered trade marks shall be maintainable within a</p>

<p>than ₹ 10,000 but which may extend to ₹ 5 Lakhs.</p> <p>(ii) The designated partner of such LLP shall be punishable with fine which shall not be less than ₹ 10,000 but which may extend to ₹ 1 Lakh.</p>	<p>period of three years from the date of incorporation or registration or change of name of the limited liability partnership under this Act.</p> <p>(2) Where a limited liability partnership changes its name or obtains a new name under sub-section (1), it shall within a period of fifteen days from the date of such change, give notice of the change to Registrar along with the order of the Central Government, who shall carry out necessary changes in the certificate of incorporation and within thirty days of such change in the certificate of incorporation, such limited liability partnership shall change its name in the limited liability partnership agreement.</p> <p>(3) If the limited liability partnership is in default in complying with any direction given under sub-section (1), the Central Government shall allot a new name to the limited liability partnership in such manner as may be prescribed and the Registrar shall enter the new name in the register of limited liability partnerships in place of the old name and issue a fresh certificate of incorporation with new name, which the limited liability partnership shall use thereafter: Provided that nothing contained in this sub-section shall prevent a limited liability partnership from subsequently changing its name in accordance with the provisions of section 16.</p>
<p>Registration of changes in partners (Section 25):</p> <p>(1) Every partner shall inform the LLP of any change in his name or address</p>	<p>Registration of changes in partners (Section 25):</p> <p>(1) Every partner shall inform the limited liability partnership of any change in his</p>

<p>within a period of 15 days of such change.</p> <p>(2) A LLP shall—</p> <p>(a) where a person becomes or ceases to be a partner, file a notice with the Registrar within 30 days from the date he becomes or ceases to be a partner; and</p> <p>(b) where there is any change in the name or address of a partner, file a notice with the Registrar within 30 days of such change.</p> <p>(3) A notice filed with the Registrar under sub-section (2)—</p> <p>(a) shall be in such form and accompanied by such fees as may be prescribed;</p> <p>(b) shall be signed by the designated partner of the LLP and authenticated in a manner as may be prescribed; and</p> <p>(c) if it relates to an incoming partner, shall contain a statement by such partner that he consents to becoming a partner, signed by him and authenticated in the manner as may be prescribed.</p> <p>(4) If the LLP contravenes the provisions of sub-section (2), the LLP and every designated partner of the LLP shall be punishable with fine which shall not be less than ₹ 2,000 but which may extend to ₹ 25,000.</p> <p>(5) If any partner contravenes the provisions of sub-section (1), such partner shall be punishable with fine which shall not be less than ₹ 2,000 but which may extend to ₹ 25,000.</p> <p>(6) Any person who ceases to be a partner of a LLP may himself file with</p>	<p>name or address within a period of fifteen days of such change.</p> <p>(2) A limited liability partnership shall</p> <p>(a) where a person becomes or ceases to be a partner, file a notice with the Registrar within thirty days from the date he becomes or ceases to be a partner; and</p> <p>(b) where there is any change in the name or address of a partner, file a notice with the Registrar within thirty days of such change.</p> <p>(3) A notice filed with the Registrar under sub-section (2)</p> <p>(a) shall be in such form and accompanied by such fees as may be prescribed;</p> <p>(b) shall be signed by the designated partner of the limited liability partnership and authenticated in a manner as may be prescribed; and</p> <p>(c) if it relates to an incoming partner, shall contain a statement by such partner that he consents to becoming a partner, signed by him and authenticated in the manner as may be prescribed.</p> <p>(4) If the limited liability partnership contravenes the provisions of sub-section (2), the limited liability partnership and its every designated partner shall be liable to a penalty of ten thousand rupees.</p> <p>(5) If the contravention referred to in sub-section (1) is made by any partner of the limited liability partnership, such partner shall be liable to a penalty of ten thousand rupees.</p> <p>(6) Any person who ceases to be a partner of a limited liability partnership may himself file with the Registrar the notice referred to in sub-section (3) if he has</p>
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<p>the Registrar the notice referred to in sub-section (3) if he has reasonable cause to believe that the LLP may not file the notice with the Registrar and in case of any such notice filed by a partner, the Registrar shall obtain a confirmation to this effect from the LLP unless the LLP has also filed such notice.</p> <p>However, where no confirmation is given by the LLP within 15 days, the registrar shall register the notice made by a person ceasing to be a partner under this section.</p>	<p>reasonable cause to believe that the limited liability partnership may not file the notice with the Registrar and in case of any such notice filed by a partner, the Registrar shall obtain a confirmation to this effect from the limited liability partnership unless the limited liability partnership has also filed such notice:</p> <p>Provided that where no confirmation is given by the limited liability partnership within fifteen days, the Registrar shall register the notice made by a person ceasing to be a partner under this section.</p>
<p>Unlimited liability in case of fraud (Section 30):</p> <p>(1) In case of fraud:</p> <ul style="list-style-type: none"> • In the event of an act carried out by a LLP, or any of its partners, • with intent to defraud creditors of the LLP or any other person, or for any fraudulent purpose, • the liability of the LLP and partners who acted with intent to defraud creditors or for any fraudulent purpose • shall be unlimited for all or any of the debts or other liabilities of the LLP. <p>However, in case any such act is carried out by a partner, the LLP is liable to the same extent as the partner unless it is established by the LLP that such act was without the knowledge or the authority of the LLP.</p> <p>(2) Where any business is carried on with such intent or for such purpose as mentioned in sub-section (1), every person who was knowingly a party to the carrying on of the business in the</p>	<p>Unlimited liability in case of fraud (Section 30):</p> <p>(1) In the event of an act carried out by a limited liability partnership, or any of its partners, with intent to defraud creditors of the limited liability partnership or any other person, or for any fraudulent purpose, the liability of the limited liability partnership and partners who acted with intent to defraud creditors or for any fraudulent purpose shall be unlimited for all or any of the debts or other liabilities of the limited liability partnership:</p> <p>Provided that in case any such act is carried out by a partner, the limited liability partnership is liable to the same extent as the partner unless it is established by the limited liability partnership that such act was without the knowledge or the authority of the limited liability partnership.</p> <p>(2) Where any business is carried on with such intent or for such purpose as mentioned in sub-section (1), every person who was knowingly a party to the carrying on of the business in the manner aforesaid shall be punishable with imprisonment for a term which may</p>

<p>manner aforesaid shall be punishable with</p> <ul style="list-style-type: none"> • imprisonment for a term which may extend to 2 years and • with fine which shall not be less than ₹ 50,000 but which may extend to ₹ 5 Lakhs. <p>(3) Where a LLP or any partner or designated partner or employee of such LLP has conducted the affairs of the LLP in a fraudulent manner, then without prejudice to any criminal proceedings which may arise under any law for the time being in force, the LLP and any such partner or designated partner or employee shall be liable to pay compensation to any person who has suffered any loss or damage by reason of such conduct. However, such LLP shall not be liable if any such partner or designated partner or employee has acted fraudulently without knowledge of the LLP.</p>	<p>extend to five years and with fine which shall not be less than fifty thousand rupees but which may extend to five lakh rupees.</p> <p>(3) Where a limited liability partnership or any partner or designated partner or employee of such limited liability partnership has conducted the affairs of the limited liability partnership in a fraudulent manner, then without prejudice to any criminal proceedings which may arise under any law for the time being in force, the limited liability partnership and any such partner or designated partner or employee shall be liable to pay compensation to any person who has suffered any loss or damage by reason of such conduct: Provided that such limited liability partnership shall not be liable if any such partner or designated partner or employee has acted fraudulently without knowledge of the limited liability partnership.</p>
<p>Maintenance of books of account, other records and audit, etc. (Section 34):</p> <p>(1) Proper Books of account:</p> <ul style="list-style-type: none"> • The LLP shall maintain such proper books of account as may be prescribed • relating to its affairs for each year of its existence • on cash basis or accrual basis and • according to double entry system of accounting and • shall maintain the same at its registered office • for such period as may be prescribed. 	<p>Maintenance of books of account, other records and audit, etc. (Section 34):</p> <p>(1) The limited liability partnership shall maintain such proper books of account as may be prescribed relating to its affairs for each year of its existence on cash basis or accrual basis and according to double entry system of accounting and shall maintain the same at its registered office for such period as may be prescribed.</p> <p>(2) Every limited liability partnership shall, within a period of six months from the end of each financial year, prepare a Statement of Account and Solvency for the said financial year as at the last day of the said financial year in such form as may be prescribed, and such statement</p>

<p>(2) Statement of Account and Solvency:</p> <ul style="list-style-type: none"> • Every LLP shall, • within a period of 6 months from the end of each financial year, • prepare a Statement of Account and Solvency • for the said financial year as at the last day of the said financial year • in such form as may be prescribed, and • such statement shall be signed by the designated partners of the LLP. <p>(3) Every LLP shall file within the prescribed time, the Statement of Account and Solvency prepared pursuant to sub-section (2) with the Registrar every year in such form and manner and accompanied by such fees as may be prescribed.</p> <p>(4) The accounts of LLP shall be audited in accordance with such rules as may be prescribed. However, the Central Government may, by notification in the Official Gazette, exempt any class or classes of LLP from the requirements of this sub-section.</p> <p>(5) Any LLP which fails to comply with the provisions of this section shall be punishable</p> <ul style="list-style-type: none"> • with fine which shall not be less than ₹ 25,000 • but which may extend to ₹ 5 Lakhs <p>Every designated partner of such LLP shall be punishable</p> <ul style="list-style-type: none"> • with fine which shall not be less than ₹ 10,000 	<p>shall be signed by the designated partners of the limited liability partnership.</p> <p>(3) Every limited liability partnership shall file within the prescribed time, the Statement of Account and Solvency prepared pursuant to sub-section (2) with the Registrar every year in such form and manner and accompanied by such fees as may be prescribed.</p> <p>(4) The accounts of limited liability partnerships shall be audited in accordance with such rules as may be prescribed: Provided that the Central Government may, by notification in the Official Gazette, exempt any class or classes of limited liability partnerships from the requirements of this sub-section.</p> <p>(5) Any limited liability partnership which fails to comply with the provisions of sub-section (3), such limited liability partnership and its designated partners shall be liable to a penalty of one hundred rupees for each day during which such failure continues, subject to a maximum of one lakh rupees for the limited liability partnership and fifty thousand rupees for every designated partner.</p> <p>(6) Any limited liability partnership which fails to comply with the provisions of sub-section (1), sub-section (2) and sub-section (4), such limited liability partnership shall be punishable with fine which shall not be less than twenty-five thousand rupees, but may extend to five lakh rupees and every designated partner of such limited liability partnership shall be punishable with fine which shall not</p>
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<ul style="list-style-type: none"> • but which may extend to ₹ 1 Lakh. 	<p>be less than ten thousand rupees, but may extend to one lakh rupees.</p>
<p>Newly inserted</p>	<p>[34A. Accounting and auditing standards. The Central Government may, in consultation with the National Financial Reporting Authority constituted under section 132 of the Companies Act, 2013,—</p> <p>(a) prescribe the standards of accounting; and</p> <p>(b) prescribe the standards of auditing, as recommended by the Institute of Chartered Accountants of India constituted under section 3 of the Chartered Accountants Act, 1949, for a class or classes of limited liability partnerships.]</p>
<p>Annual return (Section 35):</p> <p>(1) Every LLP shall file an annual return duly authenticated with the Registrar within 60 days of closure of its financial year in such form and manner and accompanied by such fee as may be prescribed.</p> <p>(2) Any LLP which fails to comply with the provisions of this section shall be punishable with fine which shall not be less than ₹ 25,000 but which may extend to ₹ 5 Lakhs.</p> <p>(3) If the LLP contravenes the provisions of this section, the designated partner of such LLP shall be punishable with fine which shall not be less than ₹ 10,000 but which may extend to ₹ 1 Lakh.</p>	<p>Annual return (Section 35):</p> <p>(1) Every limited liability partnership shall file an annual return duly authenticated with the Registrar within sixty days of closure of its financial year in such form and manner and accompanied by such fee as may be prescribed.</p> <p>(2) If any limited liability partnership fails to file its annual return under sub-section (1) before the expiry of the period specified therein, such limited liability partnership and its designated partners shall be liable to a penalty of one hundred rupees for each day during which such failure continues, subject to a maximum of one lakh rupees for the limited liability partnership and fifty thousand rupees for designated partners.</p>
<p>Newly inserted</p>	<p>67A. Establishment of Special Courts.</p> <p>(1) The Central Government may, for the purpose of providing speedy trial of offences under this Act, by notification, establish or designate as many Special Courts as may be</p>

	<p>necessary for such area or areas, as may be specified in the notification.</p> <p>(2) The Special Court shall consist of—</p> <p>(a) a single Judge holding office as Sessions Judge or Additional Sessions Judge, in case of offences punishable under this Act with imprisonment of three years or more; and</p> <p>(b) a Metropolitan Magistrate or a Judicial Magistrate of the first class, in the case of other offences, who shall be appointed by the Central Government with the concurrence of the Chief Justice of the High Court:</p> <p>Provided that until Special Courts are designated or established under subsection (1), the Courts designated as Special Courts in terms of section 435 of the Companies Act, 2013 shall be deemed to be Special Courts for the purpose of trial of offences punishable under this Act:</p> <p>Provided further that notwithstanding anything contained in the Code of Criminal Procedure, 1973, any offence committed under this Act, which is triable by a Special Court shall, until a Special Court is established under this Act or the Companies Act, 2013, be tried by a Court of Sessions or the Court of Metropolitan Magistrate or a Judicial Magistrate of the first class, as the case may be, exercising jurisdiction over the area.</p> <p>67B. Procedure and powers of Special Court.</p> <p>(1) Notwithstanding anything contained in the Code of Criminal Procedure, 1973, all offences specified under subsection (1) of section 67A shall be</p>
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	<p>triable only by the Special Court established or designated for the area in which the registered office of the limited liability partnership is situated in relation to which the offence is committed or where there are more than one Special Courts for such area, by such one of them as may be specified in this behalf by the High Court concerned.</p> <p>(2) While trying an offence under this Act, a Special Court may also try an offence other than an offence under this Act with which the accused may, under the Code of Criminal Procedure, 1973 be charged at the same trial.</p> <p>(3) Notwithstanding anything contained in the Code of Criminal Procedure, 1973, the Special Court may, if it thinks fit, try in a summary way any offence under this Act which is punishable with imprisonment for a term not exceeding three years: Provided that in the case of any conviction in a summary trial, no sentence of imprisonment for a term exceeding one year shall be passed: Provided further that, when at the commencement of or in the course of a summary trial, it appears to the Special Court that the nature of the case is such that the sentence of imprisonment for a term exceeding one year may have to be passed or that it is, for any other reason, undesirable to try the case summarily, the Special Court shall, after hearing the parties, record an order to that effect and thereafter recall any witnesses who may have been examined and proceed to hear or re-hear the case in accordance with the procedure for the regular trial.</p>
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Newly inserted	<p>67C. Appeal and revision.</p> <p>The High Court may exercise, so far as may be applicable, all the powers conferred by Chapters XXIX and XXX of the Code of Criminal Procedure, 1973 on a High Court, as if a Special Court within the local limits of the jurisdiction of the High Court were a Court of Sessions trying cases within the local limits of the jurisdiction of the High Court.</p>
Newly inserted	<p>68A. Registration offices.</p> <p>(1) For the purpose of exercising such powers and discharging such functions as are conferred on the Central Government by or under this Act or under rules made thereunder and for the purpose of registration of limited liability partnerships under this Act, the Central Government shall, by notification, establish such number of registration offices at such places as it thinks fit, specifying their jurisdiction.</p> <p>(2) The Central Government may appoint such Registrars, Additional Registrars, Joint Registrars, Deputy Registrars and Assistant Registrars as it considers necessary, for the registration of limited liability partnerships and discharge of various functions under this Act.</p> <p>(3) The powers and duties of the Registrars referred to in sub-section (2) and the terms and conditions of their service shall be such as may be prescribed.</p> <p>(4) The Central Government may direct the Registrar to prepare a seal or seals for the authentication of documents required for, or connected with the registration of limited liability partnerships.</p>

<p>Payment of additional fee (Section 69): Any document or return required to be filed or registered under this Act with the Registrar, if, is not filed or registered in time provided therein, may be filed or registered after that time upto a period of 300 days from the date within which it should have been filed, on payment of additional fee of ₹ 100 for every day of such delay in addition to any fee as is payable for filing of such document or return.</p> <p>However, such document or return may, without prejudice to any other action or liability under this Act, also be filed after such period of 300 days on payment of fee and additional fee specified in this section.</p>	<p>Payment of additional fee (Section 69): Any document or return required to be registered or filed under this Act with Registrar, if, is not registered or filed in time provided therein, may be registered or filed after that time, on payment of such additional fee as may be prescribed in addition to any fee as is payable for filing of such document or return:</p> <p>Provided that such document or return shall be filed after the due date of filing, without prejudice to any other action or liability under this Act:</p> <p>Provided further that a different fee or additional fee may be prescribed for different classes of limited liability partnerships or for different documents or returns required to be filed under this Act or rules made thereunder.</p>
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2. Chapter 5: The Companies Act, 2013

Notification G.S.R. 700(E) dated 15th September, 2022

The Central Government has amended Companies (Specification of definition details) Rules, 2014, through the Companies (Specification of definition details) Amendment Rules, 2022.

Earlier provision	New provision
As per the Companies (Specification of Definitions Details) Rules, 2014, for the purposes of sub-clause (i) and sub-clause (ii) of clause (85) of section 2 of the Act, paid up capital and turnover of the small company shall not exceed rupees two crores and rupees twenty crores respectively.	As per the Companies (Specification of Definitions Details) Rules, 2014, for the purposes of sub-clause (i) and sub-clause (ii) of clause (85) of section 2 of the Act, paid up capital and turnover of the small company shall not exceed rupees four crores and rupees forty crores respectively. (Page No. 5.11)

PART – II

QUESTION AND ANSWER

1. State which of the following agreements are valid contract under the Indian Contract Act, 1872?
 - (a) A, who owns two cars is selling red car to B. B thinks he is purchasing the black car.
 - (b) A threatened to shoot B if he (B) does not lend him ₹2,00,000 and B agreed to it.
 - (c) A agrees to sell his house to B against 100 kgs of cocaine (drugs).
 - (d) A ask B if he wants to buy his bike for ₹ 50,000. B agrees to buy bike.
 - (e) Mr. X agrees to write a book with a publisher. But after few days, X dies in an accident.
2. Mr. Harish owes payment of 3 bills to Mr. Ashish as on 31st March, 2022. (i) ₹ 12,120 which was due in May 2018. (ii) ₹ 5,650 which was due in August 2020 (iii) ₹ 9,680 which was due in May 2021. Mr. Harish made payment on 1st April 2022 as below without any notice of how to appropriate them:
 - (i) A cheque of ₹ 9,680
 - (ii) A cheque of ₹ 15,000Advice under the provisions of the Indian Contract Act, 1872.
3. Mr. Shyam Mundra was a big businessman having one son and one married daughter. He decided to gift his house to his daughter. For this purpose, he called his lawyer at his house and made a written document for such gift. The lawyer advised him to get the transfer document properly registered. When they both were going for registration of document, they met with an accident and both died. Later, the daughter found the document and claimed the house on the basis of that document. Explain, whether she can get the house as gift under the Indian Contract Act, 1872?
4. Mr. Mukund wants to sell his car. For this purpose, he appoints Mr. Parth, a minor as his agent. Mr. Mukund instructs Mr. Parth that car should not be sold at price less than ₹ 2,00,000. Mr. Parth ignores the instruction of Mr. Mukund and sells the car to Mr. Naman for ₹ 1,50,000. Explain the legal position of contract under Indian Contract Act, 1872 whether:
 - (a) Mr. Mukund can recover the loss of ₹ 50,000 from Mr. Parth?
 - (b) Mr. Mukund can recover his car from Mr. Naman?
5. Mukesh is running a grocery store in Delhi. He sells his grocery business, including goodwill worth ₹1,00,000 to Rohit for a sum of ₹ 5,00,000. After the sale of goodwill, Rohit made an agreement with Mukesh. As per this agreement, Mukesh cannot open another

grocery store (similar kind of business) in the whole of India for next ten years. However, Mukesh opens another store in the same city two months later. What are the rights available with Rohit regarding the restriction imposed on Mukesh with reference to Indian Contract Act, 1872?

6. P left his carriage on D's premises. Landlord of D seized the carriage against the rent due from D. P paid the rent and got his carriage released. Can P recover the amount from D?
7. Avyukt purchased 100 Kgs of wheat from Bhaskar at ₹30 per kg. Bhaskar says that wheat is in his warehouse in the custody of Kishore, the warehouse keeper. Kishore confirmed Avyukt that he can take the delivery of wheat from him and till then he is holding wheat on Avyukt's behalf. Before Avyukt picks the goods from warehouse, the whole wheat in the warehouse has flowed in flood. Now Avyukt wants his price on the contention that no delivery has been done by seller. Whether Avyukt is right with his views under the Sale of Goods Act, 1930.
8. Priyansh orders an iron window to an Iron Merchant for his new house. Iron merchant sends his technician to take the size of windows. The technician comes at the site and takes size of area where window to be fitted. Afterwards, Iron merchant on discussion with his technician intimates Priyansh that cost of the window will be ₹ 5,000 and he will take ₹ 1,000 as advance. Priyansh gives ₹ 1,000 as advance and rest after fitting of window. After three days when technician try to fit the window made by him at the site of Priyansh, it was noticed that the size of window was not proper. Priyansh requests the Iron merchant either to remove the defect or return his advance. Iron merchant replies that the window was specifically made for his site and the defect cannot be removed nor can it be of other use. So, he will not refund the advance money rather Priyansh should give him the balance of ₹ 4,000. State with reason under the provisions of the Sale of Goods Act, 1930, whether Priyansh can take his advance back?
9. Ayushman is the owner of a residential property situated at Indraprastha Marg, New Delhi. He wants to sell this property and for this purpose he appoints Ravi, a mercantile agent with a condition that Ravi will not sell the house at a price not less than ₹ 5 crores. Ravi sells the house for ₹ 4 crores to Mudit, who buys in good faith. Ravi misappropriated the money received from Mudit. Ayushman files a suit against Mudit to recover his property. Decide with reasons, can Ayushman do so under the Sale of Goods Act, 1930?
10. A agrees to sell certain goods to B on a certain date on 10 days credit. The period of 10 days expired and goods were still in the possession of A. B has also not paid the price of the goods. B becomes insolvent. A refuses to deliver the goods to exercise his right of lien on the goods. Can he do so under the Sale of Goods Act, 1930?
11. State the difference between Sale and Agreement to sell.

12. Mr. Ram and Mr. Raheem are working as teacher in Ishwarchand Vidhyasagar Higher Secondary School and also are very good friends. They jointly purchased a flat which was given on rent to Mr. John. It was decided between landlords and tenant that the rent would be ₹ 10,000 per month inclusive of electricity bill. It means electricity bill will be paid by landlords. The landlords, by mistake, did not pay the electricity bill for the month of March 2021. Due to this, the electricity department cut the connection. Mr. John has to pay the electricity bill of ₹ 2800 and ₹ 200 as penalty to resume the electricity connection. Mr. John claimed ₹ 3000 from Mr. Ram but Mr. Ram replied that he is liable only for ₹ 1500. Mr. John said that Mr. Ram and Mr. Raheem are partners therefore he can claim the full amount from any of the partner. Explain, whether under the provision of Indian Partnership Act, 1932, Mr. Ram is liable to pay whole amount of ₹ 3000 to Mr. John?
13. Shyam, Mohan and Keshav were partners in M/s Nandlal Gokulwale and Company. They mutually decided that Shyam will take the responsibility to sell the goods, Mohan will do the purchase of goods for firm and Keshav will look after the accounts and banking department. No one will interfere in other's department. Once, when Shyam and Keshav were out of town, Mohan got the information that the price of their good is going down sharply due to some government policy which would result in heavy loss to firm if goods not sold immediately. He tried to contact Shyam who has authority to sell the goods. When Mohan couldn't contact to Shyam, he sold all goods at some reduced price to save the firm from heavy loss. Thereafter, Shyam and Keshav denied accepting the loss due to sale of goods at reduced price as it's only Shyam who has express authority to sell the goods. Discuss the consequences under the provisions of the Indian Partnership Act, 1932.
14. X and Y were partners in a firm. The firm was dissolved on 12th June, 2022 but no public notice was given. Thereafter, X purchased some goods in the firm's name from Z. Z was ignorant of the fact of dissolution of firm. X became insolvent and Z filed a suit against Y for recovery of his amount. State with reasons whether Y would be liable under the provisions of the Indian Partnership Act, 1932?
15. State the modes by which a partner may transfer his interest in the firm in favour of another person under the Indian Partnership Act, 1932. What are the rights of such a transferee?
16. Explain the Small Limited Liability Partnership under the LLP Act, 2008.
17. In the Flower Fans Private Limited, there are only 5 members. All of them go in a boat on a pleasure trip into an open sea. The boat capsizes and all of them died being drowned. Explain with reference to the provisions of Companies Act, 2013:
 - (i) Is Flower Fans Private Limited no longer in existence?
 - (ii) Further is it correct to say that a company being an artificial person cannot own property and cannot sue or be sued?

18. ABC Limited was into sale and purchase of iron rods. This was the main object of the company mentioned in the Memorandum of Association. The company entered into a contract with Mr. John for some finance related work. Later on, the company repudiated the contract as being ultra vires.

With reference to the same, briefly explain the doctrine of “ultravires” under the Companies Act, 2013. What are the consequences of ultravires acts of the company?

19. Articles of Association of XYZ Private Limited provides that Board of Directors (BOD) can take the loan upto ₹ 5,00,000 for Company by passing the board resolution. In that case, the loan amount is in excess of the limit, special resolution is required to be passed in general meeting. Due to urgent needs of funds, BOD applied for loan in a reputed bank for ₹ 10,00,000 without passing the resolution in the general meeting. BOD gave an undertaking to bank that Special Resolution has been passed for such loan. The bank on believing on such undertaking lend the money. On demanding the repayment of loan, company denied the payment as act was ultra vires to company. Kindly, advise.
20. Explain the classification of the companies on the basis of control as per the Companies Act, 2013.

ANSWERS

1. (a) A, who owns two cars is selling red car to B. B thinks he is purchasing the black car. There is no *consensus ad idem* and hence not a valid contract.
- (b) A threatened to shoot B if he (B) does not lend him ₹2,00,000 and B agreed to it. Here the agreement is entered into under coercion and hence not a valid contract.
- (c) A agrees to sell his house to B against 100 kgs of cocaine (drugs). Such agreement is illegal as the consideration is unlawful.
- (d) A ask B if he wants to buy his bike for ₹ 50,000. B agrees to buy bike. It is agreement which is enforceable by law. Hence, it is a valid contract.
- (e) Mr. X agrees to write a book with a publisher. But after few days, X dies in an accident. Here the contract becomes void due to the impossibility of performance of the contract.
2. If the performance consists of payment of money and there are several debts to be paid, the payment shall be appropriated as per provisions of Sections 59, 60 and 61 of the Indian Contract Act, 1872. The debtor has, at the time of payment, the right of appropriating the payment. In default of debtor, the creditor has option of election and in default of either, the law will allow appropriation of debts in order of time.

In the present case, Mr. Harish had made two payments by way of two cheques. One cheque was exactly the amount of the bill drawn. It would be understood even though not specifically appropriated by Mr. Harish that it will be against the bill of exact amount. Hence cheque of ₹9,680 will be appropriated against the bill of ₹ 9,680 which was due in May 2021.

Cheque of ₹ 15000 can be appropriated against any lawful debt which is due even though the same is time-barred.

Hence, Mr. Ashish can appropriate the same against the debt of ₹12,120 which was due in 2018 and balance against ₹ 5650 which was due in August 2020.

3. Section 25 of Indian Contract Act, 1872 provides that an agreement made without consideration is valid if it is expressed in writing and registered under the law for the time being in force for the registration of documents and is made on account of natural love and affection between parties standing in a near relation to each other. In other words, a written and registered agreement based on natural love and affection between the parties standing in near relation to each other is enforceable even without consideration.

In the given problem, the transfer of house made by Mr. Shyam Mundra on account of natural love and affection between the parties standing in near relation to each other is written but not registered. Hence, this transfer is not enforceable.

4. According to the provisions of Section 11 of Indian Contract Act, 1872, a minor is disqualified from contracting. A contract with minor is void-ab-initio but minor can act as an agent. But he will not be liable to his principal for his acts.

In the instant case, Mr. Mukund appoints Mr. Parth, a minor as his agent to sale his car. Mr. Mukund clearly instructed to Mr. Parth that the minimum sale price of the car should be ₹ 2,00,000 yet Mr. Parth sold the car to Mr. Naman for ₹ 1,50,000.

- (a) Considering the facts, although the contract between Mr. Mukund and Mr. Parth is valid, Mr. Parth will not be liable to his principal for his acts. Hence, Mr. Mukund cannot recover the loss of ₹ 50,000.
- (b) Further, Mr. Naman purchased the car from agent of Mr. Mukund, he got good title. Hence, Mr. Mukund cannot recover his car from Mr. Naman.
5. According to Section 27 of the Indian Contract Act, 1872, any agreement that restrains a person from carrying on a lawful trade, profession or business is a void agreement. However, there are certain exceptions to this rule. One of the statutory exceptions includes sale of Goodwill. The restraint as to sale of goodwill would be a valid restraint provided -
- (i) Where the restraint is to refrain from carrying on a similar business,
- (ii) The restraint should be within the specified local limits,

- (iii) The restraint should be not to carry on the similar business after sale of goodwill to the buyer for a price,
- (iv) The restriction should be reasonable. Reasonableness of restriction will depend upon number of factors as considered by court.

In the given case, Mukesh has sold the goodwill and there is restraint for not carrying on the same business of grocery store. However, the restriction imposed on Mukesh is unreasonable as he cannot carry similar business in whole of India for next 10 years. The restriction on restraint to similar kind of trade should be reasonable to make it a valid agreement.

Hence, Rohit cannot take any legal action against Mukesh as the restriction is unreasonable as per Section 27 of Indian Contract Act, 1872. Hence, the agreement made between in restraint of trade between Mukesh and Rohit is void agreement.

6. Section 69 of the Indian Contract Act, 1872 states that a person who is interested in the payment of money which another person is bound by law to pay, and who therefore pays it, is entitled to get it reimbursed by the other.

In the present case, D was lawfully bound to pay rent. P was interested in making the payment to D's landlord as his carriage was seized by him. Hence being an interested party, P made the payment and can recover the same from D.

7. As per the provisions of the Sale of Goods Act, 1930 there are three modes of delivery, i) Actual delivery, ii) Constructive delivery and iii) Symbolic delivery. When delivery is affected without any change in the custody or actual possession of the things, it is called constructive delivery or delivery by acknowledgement. Constructive delivery takes place when a person in possession of goods belonging to seller acknowledges to the buyer that he is holding the goods on buyer's behalf.

On the basis of above provisions and facts, it is clear that possession of the wheat has been transferred through constructive delivery. Hence, Avyukt is not right. He cannot claim the price back.

8. By virtue of provisions of Section 16 of the Sale of Goods Act, 1930, there is an implied condition that the goods should be in merchantable position at the time of transfer of property. Sometimes, the purpose for which the goods are required may be ascertained from the facts and conduct of the parties to the sale, or from the nature of description of the article purchased. In such a case, the buyer need not tell the seller the purpose for which he buys the goods.

On the basis of above provisions and facts given in the question, it is clear that as window size was not proper, window was not in merchantable condition. Hence, the implied condition as to merchantability was not fulfilled and Priyansh has the right to avoid the contract and recover his advance money back.

9. As per the Proviso to Section 27 of the Sale of Goods Act, 1930, a sale made by a mercantile agent of the goods would pass a good title to the buyer in the following circumstances; namely;
- (a) If he was in possession of the goods or documents with the consent of the owner;
 - (b) If the sale was made by him when acting in the ordinary course of business as a mercantile agent; and
 - (c) If the buyer had acted in good faith and has at the time of the contract of sale, no notice of the fact that the seller had no authority to sell.

On the basis of above, it can be said that Ravi, the mercantile agent, sells property to Mudit who bought in good faith. Mudit obtained a good title of that residential property. Hence, Ayushman cannot recover his property from Mudit. Rather, Ayushman can recover his loss from Ravi.

10. Lien is the right of a person to retain possession of the goods belonging to another until claim of the person in possession is satisfied. The unpaid seller has also right of lien over the goods for the price of the goods sold.

Section 47(1) of the Sale of Goods Act, 1930 provides that the unpaid seller who is in the possession of the goods is entitled to exercise right of lien in the following cases: -

1. Where the goods have been sold without any stipulation as to credit
2. Where the goods have been sold on credit but the term of credit has expired
3. Where the buyer has become insolvent even though the period of credit has not yet expired.

In the given case, A has agreed to sell certain goods to B on a credit of 10 days. The period of 10 days has expired. B has neither paid the price of goods nor taken the possession of the goods. That means the goods are still physically in the possession of A, the seller. In the meantime, B, the buyer has become insolvent. In this case, A is entitled to exercise the right of lien on the goods because the buyer has become insolvent and the term of credit has expired without any payment of price by the buyer.

11. The differences between Sale and Agreement to sell are as follows:

Basis of difference	Sale	Agreement to sell
Transfer of property	The property in the goods passes to the buyer immediately.	Property in the goods passes to the buyer on future date or on fulfilment of some condition.
Nature of contract	It is an executed contract i.e. contract for which consideration has been paid.	It is an executory contract i.e. contract for which consideration is to be paid at a future date.
Remedies for breach	The seller can sue the buyer for the price of the goods because of the passing of the property therein to the buyer.	The aggrieved party can sue for damages only and not for the price, unless the price was payable at a stated date.
Liability of parties	A subsequent loss or destruction of the goods is the liability of the buyer.	Such loss or destruction is the liability of the seller.
Burden of risk	Risk of loss is that of buyer since risk follows ownership.	Risk of loss is that of seller.
Nature of rights	Creates Jus in rem means right against the whole world.	Creates Jus in personam means rights against a particular party to the contract.
Right of resale	The seller cannot resell the goods.	The seller may sell the goods since ownership is with the seller.
In case of insolvency of seller	The official assignee will not be able to take over the goods but will recover the price from the buyer.	The official assignee will acquire control over the goods but the price will not be recoverable.
In case of insolvency of buyer	The official assignee will have control over the goods.	The official assignee will not have any control over the goods.

12. According to Section 4 of the Indian Partnership Act, 1932, "Partnership" is the relation between persons who have agreed to share the profits of a business carried on by all or any of them acting for all. Therefore, for determining the existence of partnership, it must be proved.

1. There must be an agreement between all the persons concerned;
2. The agreement must be to carry on some business;
3. The agreement must be to share the profits of a business and
4. The business was carried on by all or any of them acting for all.

On the basis of above provisions and facts provided in the question, Mr. Ram and Mr. Raheem cannot be said under partnership as they are teachers in a school and just purchased a flat jointly. By merely giving the flat on rent, they are not doing business. They are just earning the income from the property under their co-ownership. Hence, there is no partnership between them. Therefore, Mr. Ram is liable to pay his share only i.e. ₹ 1500. Mr. John has to claim rest ₹ 1500 from Mr. Raheem.

13. According to Section 20 of Indian Partnership Act, 1932, the partners in a firm may, by contract between the partners, extend or restrict the implied authority of any partner. Notwithstanding any such restriction, any act done by a partner on behalf of the firm which falls within his implied authority binds the firm, unless the person with whom he is dealing knows of the restriction or does not know or believe that partner to be a partner.

Further, according to Section 21, a partner has authority, in an emergency to do all such acts for the purpose of protecting the firm from loss as would be done by a person of ordinary prudence, in his own case, acting under similar circumstances, and such acts bind the firm.

On the basis of provisions and facts provided in the question, though Shyam was expressly authorised to sell the goods, Mohan sold the goods at some loss. It was very much clear that Mohan has done what a person of ordinary prudence does in an emergency to protect the firm from heavy loss. Hence, this sale will bind the firm.

14. By virtue of provisions of Section 45 of the Indian Partnership Act, 1932, notwithstanding the dissolution of a firm, the partners continue to be liable as such to third parties for any act done by any of them which would have been an act of the firm, if done before the dissolution, until public notice is given of the dissolution.

In the instant case, X and Y were partners in a firm which was dissolved but no public notice was given. After dissolution, X purchased some goods in the firm's name from Z who was ignorant of the fact of dissolution of firm. X became insolvent and Z filed a suit against Y for recovery of his amount.

Following the provisions of Section 45, X and Y are continuing liable against third party even after dissolution of firm until public notice is given. As in the given problem, X became insolvent, therefore, Y will be liable to Z.

15. Section 29 of the Indian Partnership Act, 1932 provides that a share in a partnership is transferable like any other property, but as the partnership relationship is based on mutual confidence, the assignee of a partner's interest by sale, mortgage or otherwise cannot enjoy the same rights and privileges as the original partner.

The rights of such a transferee are as follows:

- (1) During the continuance of partnership, such transferee is not entitled
- (a) to interfere with the conduct of the business,
 - (b) to require accounts, or
 - (c) to inspect books of the firm.

He is only entitled to receive the share of the profits of the transferring partner and he is bound to accept the profits as agreed to by the partners, i.e., he cannot challenge the accounts.

- (2) On the dissolution of the firm or on the retirement of the transferring partner, the transferee will be entitled, against the remaining partners:
- (a) to receive the share of the assets of the firm to which the transferring partner was entitled, and
 - (b) for the purpose of ascertaining the share,
- he is entitled to an account as from the date of the dissolution.

By virtue of Section 31, no person can be introduced as a partner in a firm without the consent of all the partners. A partner cannot by transferring his own interest, make anybody else a partner in his place, unless the other partners agree to accept that person as a partner. At the same time, a partner is not debarred from transferring his interest. A partner's interest in the partnership can be regarded as an existing interest and tangible property which can be assigned.

16. **Small Limited Liability Partnership [Section 2(ta) of the LLP Act, 2008]:** It means a limited liability partnership—
- (i) the contribution of which, does not exceed twenty-five lakh rupees or such higher amount, not exceeding five crore rupees, as may be prescribed; and
 - (ii) the turnover of which, as per the Statement of Accounts and Solvency for the immediately preceding financial year, does not exceed forty lakh rupees or such higher amount, not exceeding fifty crore rupees, as may be prescribed; or

(iii) which meets such other requirements as may be prescribed, and fulfils such terms and conditions as may be prescribed.

17. (i) **Perpetual Succession** – A company on incorporation becomes a separate legal entity. It is an artificial legal person and have perpetual succession which means even if all the members of a company die, the company still continues to exist. It has permanent existence.

The existence of a company is independent of the lives of its members. It has a perpetual succession. In this problem, the company will continue as a legal entity. The company's existence is in no way affected by the death of all its members.

- (ii) The statement given is incorrect. A company is an artificial person as it is created by a process other than natural birth. It is legal or judicial as it is created by law. It is a person since it is clothed with all the rights of an individual. Further, the company being a separate legal entity can own property, have banking account, raise loans, incur liabilities and enter into contracts. Even members can contract with company, acquire right against it or incur liability to it. It can sue and be sued in its own name. It can do everything which any natural person can do except be sent to jail, take an oath, marry or practice a learned profession. Hence, it is a legal person in its own sense.

18. **Doctrine of ultra vires:** The meaning of the term ultra vires is simply “beyond (their) powers”. The legal phrase “ultra vires” is applicable only to acts done in excess of the legal powers of the doers. This presupposes that the powers in their nature are limited. It is a fundamental rule of Company Law that the objects of a company as stated in its memorandum can be departed from only to the extent permitted by the Act, thus far and no further. In consequence, any act done or a contract made by the company which travels beyond the powers not only of the directors but also of the company is wholly void and inoperative in law and is therefore not binding on the company. On this account, a company can be restrained from employing its fund for purposes other than those sanctioned by the memorandum. Likewise, it can be restrained from carrying on a trade different from the one it is authorised to carry on.

The impact of the doctrine of ultra vires is that a company can neither be sued on an ultra vires transaction, nor can it sue on it. Since the memorandum is a “public document”, it is open to public inspection. Therefore, when one deals with a company one is deemed to know about the powers of the company. If in spite of this you enter into a transaction which is ultra vires the company, you cannot enforce it against the company.

An act which is ultra vires the company being void, cannot be ratified even by the unanimous consent of all the shareholders of the company.

Hence in the given case, ABC Limited cannot enter into a contract outside the purview of its object clause of Memorandum of Association as it becomes ultra vires and thus null and void.

19. According to doctrine of Indoor Management, persons dealing with the Company are presumed to have read the registered documents and to see that the proposed dealing is not inconsistent therewith, but they are not bound to do more; they need not enquire into the regularity of internal proceedings as required by Memorandum and Articles. This was also decided in case of *Royal British Bank Vs. Turquand*.

In the instant case, XYZ Private Limited have taken loan from reputed bank for ₹ 10,00,000 by passing Board Resolution while Special Resolution was necessary for such amount. BOD gave an undertaking to bank that Special Resolution has been passed for such loan. The bank on believing on such undertaking lends the money. On demanding the repayment of loan, company denied the payment as act was ultra vires to company.

On the basis of provisions of doctrine of indoor management, the bank can claim the amount of his loan from the company. The bank can believe on the undertaking given by board and no need to enquire further.

20. **In line with the Companies Act, 2013, following are the classification of the Companies on the basis of control:**

- (a) **Holding and subsidiary companies:** 'Holding and subsidiary' companies are relative terms.

A company is a holding company in relation to one or more other companies, means a company of which such companies are subsidiary companies. [Section 2(46)]

For the purposes of this clause, the expression "company" includes any body corporate.

Whereas section 2(87) defines "subsidiary company" in relation to any other company (that is to say the holding company), means a company in which the holding company—

- (i) controls the composition of the Board of Directors; or
- (ii) exercises or controls more than one-half of the total voting power either at its own or together with one or more of its subsidiary companies:

Provided that such class or classes of holding companies as may be prescribed shall not have layers of subsidiaries beyond such numbers as may be prescribed.

- (b) **Associate company [Section 2(6)]:** In relation to another company, means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company.

Explanation. — For the purpose of this clause —

- (i) the expression “significant influence” means control of at least twenty per cent of total voting power, or control of or participation in business decisions under an agreement;
- (ii) the expression “joint venture” means a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the arrangement.

The term “Total Share Capital”, means the aggregate of the -

- (1) Paid-up equity share capital; and
- (2) Convertible preference share capital.

SECTION 2B: BUSINESS CORRESPONDENCE AND REPORTING

Part A

Chapter-1 Communication

1. What is 'Aesthetic Communication'? Explain briefly.
2. Visual Communication is a powerful medium. Justify.

Part-B

Chapter-2 Sentence Types, Active-Passive Voice and Direct-Indirect Speech

1. Change the following sentences into passive voice.
 - a. Savita had missed the last metro.
 - b. The course co-ordinator will give them instructions.
 - c. The two neighbouring countries are signing the treaty.
 - d. Shekhar received a cheque of rupees five thousand.
 - e. Aruna is baking a chocolate cake today.
2. Change the following sentences into active voice.
 - a. The dinner is being prepared by the Master Chef.
 - b. The assignments were submitted by class 10 students.
 - c. Holi was played by the young and the old.
 - d. The city was nearly destroyed by the hurricane.
 - e. The cookies were stolen by the kids.
3. Change the following sentences from direct to indirect speech.
 - a. Reena said, 'I have been a studying a lot'.
 - b. Ajay asked, 'Do they live nearby?'
 - c. Karthik said, 'I can speak perfect Spanish'.
 - d. 'Please help me to carry the bag', exclaimed mother.
 - e. Kids shouted, 'We saw a thief'.

Chapter-3 Vocabulary

1. In the following question, out of the four alternatives, select the one which best expresses the meaning of the given word.
 1. MESMERIZE
 - a. Control
 - b. Ignore
 - c. Achieve
 - d. Fascinate
 2. EPITOME
 - a. Relatable
 - b. Tomb
 - c. Exemplar
 - d. Peculiar
 3. FATHOM
 - a. Comprehend
 - b. Feelings
 - c. Over night
 - d. Untrue
 4. PREVALENT
 - a. widespread
 - b. Cheap
 - c. Summary
 - d. Judgement
2. In the following question, out of the given four alternatives, select the one which is opposite in meaning of the given word.
 1. Vital
 - a. Essential
 - b. Easy

- c. Unimportant
 - d. Heavy
2. Dearth
- a. Less
 - b. Insufficient
 - c. Shortage
 - d. Abundance
3. Lethargy
- a. Energy
 - b. Enervate
 - c. Illegal
 - d. Remote
4. Arbitrary
- a. Casual
 - b. Rational
 - c. Account for
 - d. Judgement
3. Choose the correct meaning of the idioms given below.
- a. To shed light on
 - (i) To help someone
 - (ii) To work as an electrician
 - (iii) To interfere
 - (iv) To give further information
 - b. The lion's share
 - (i) To get scared of big animals
 - (ii) Big amount
 - (iii) Feel proud

- (iv) Act smart
- c. To turn over a new leaf
 - (i) To turn pages quickly
 - (ii) To make a new start
 - (iii) To meditate
 - (iv) To hold anger
- d. To work a miracle
 - (i) To know magic
 - (ii) To make the almost impossible happen
 - (iii) To regret
 - (iv) To leave it to God
- e. Over the moon
 - (i) Bored
 - (ii) Arrogant
 - (iii) Delighted
 - (iv) Careless

Part-C

Chapter-4

1. Read the following passage carefully and answer the questions that follow.

Selfie is the latest fad among people, especially the younger generation. Whether you are at a railway station, at a restaurant, in the park or just walking on a street, you would come across youngsters clicking pictures of themselves, which are more commonly known as selfies. Though these selfies are good for social media post's but there have been several instances where selfie obsessed youngsters have severely injured themselves or even met with their death while taking a selfie. Oblivious of the surroundings, people have fallen to their death or have been run over by vehicles while in the process of taking a selfie. Some individuals have even gone a step ahead and attempted to take a selfie at a dangerous place or in difficult positions, there by meeting a gory end.

Infact, such is the craze of selfies in India that it has been recorded as having one of the highest number of selfie related deaths in the world. A study conducted in 2016, titled, 'Me Myself and my Killfie', estimated that of the 127 selfie deaths across the globe in the same

year, 76 occurred in India alone. In contrast, Pakistan reported just 9 deaths while both the US and Russia witnessed 8 and 6 deaths respectively. It is the youngsters, under the age of 25, who are more prone to explore newer and more dangerous selfies. While in US, most people had selfie related deaths by falling off high buildings and mountain cliffs, in India most such deaths have been water related or near the railway tracks. The authors of the study hope that their study will serve as a warning for the people and would inspire new technology that would warn selfie takers when they are in risky zones.

Taking selfies is not wrong, but it is imperative to be aware of the surroundings. Selfies should be avoided in dangerous places, for it is always better to be safe than sorry.

Questions

1. Why does the author feel that selfies have become a fad among the young generation?
2. Which segment of the society is prone to explore newer and more dangerous selfies?
3. How can the study on selfies, according to the author be helpful?
4. Choose the synonym of the word 'oblivious' as used in the passage.
 - (a) Warning
 - (b) Scared
 - (c) Easy going
 - (d) Unaware
5. Choose the antonym of the word 'imperative' as used in the passage.
 - (a) Optional
 - (b) Important
 - (c) Difficult
 - (d) Unending

2. Read the given passage carefully and answer the questions that follow.

In the heart of the city of Kolkata, a man is singing his voice straining to be heard over the roar of traffic that encircles the maidan. A veteran singer of kathas, he is past of a vast gathering of entertainers, acrobats, palmists, and 'sundry folk', who meet at the Dharamtala Mela every Sunday afternoon. Accompanied by his dholak, the singer punctuates his story of blood and romance with pithy reverences to the state of the downtrodden. Listening to him intently are labourers and vagrants who sit around him in a circle, responding to his skillful interweaving of fact and fiction, myth and history.

Clearly, the singer knows how to tell a story as can be judged from the way he pitches his voice, varies his rhythm, breaks the narrative, then picks it up unexpectedly, only to shift

the perspective of his story with a change in voice and transformation of character. The performance ends after hours of non-stop delivery, whereupon 10 to 20 paise coins are collected from the crowd who part with what they can spare. The entire collection adds up to barely four to five rupees.

As the crowd disperses, I talk to the performer haltingly and express my appreciation with a small donation. I learn that he is in his 70's, he lives in Shyam bazar though his home state is Bihar and that he has been singing all his life. Later, as he rushes to catch his bus, I am left thinking about him and the possibilities of his representation. He is free to sing, but he is also desperately poor. In spite of the state, he exists. But for how long? And at what cost?

Questions

1. The singer is a native of which state?
 - (a) West Bengal
 - (b) Kolkata
 - (c) Bihar
 - (d) Cant say.
2. The passage is mainly about:
 - (a) An unrecognised singer
 - (b) Art and culture
 - (c) Life in Kolkata
 - (d) Life in Shyam bazar
3. The tone of the author in the passage is
 - (a) Energetic
 - (b) Informing
 - (c) Thoughtful
 - (d) Depressing
4. Select the suitable meaning of the word 'vagrants' as used in Para 1
 - (A) Elite people
 - (b) Wanderers
 - (c) Thieves
 - (d) Artists
5. What story does the singer sing about?

3. Read the given passage carefully and answer the questions that follow.

It is an indisputable fact that the world has gone too far with the innovation of new technologies such as mobile phones, the internet and so on, due to which people are able to tour the cosmos virtually sitting at one place using their smart devices or other technological gadgets. Though mobile internet access is oftentimes hurried and short, it can still provide common interest features like alerts, weather data, emails, search engines, instant messages, and game and music downloading.

Due to the easy access of smart phones, communication has been very efficient and quick. Messages get conveyed in an instant, even around the world, personal and professional talks/meetings happen; even business deals of high valuation happen over the internet now a days. Moreover, youngsters have been able to enhance their skills by the use of internet and these gadgets. Many educational institutions have started offering online classes for various courses for the easy and comfort of the students.

The mobile smart phone has acted as a life saver for many, especially in times of exigency. Likewise, smart phones can be used to avoid/prevent and even detect crimes in the society. Information can easily get tracked and the culprits can be traced by their location.

Nonetheless, for the young the use of mobile phones can be like an addiction and they can misuse it. Youngsters are prone to getting involved in undesirable and anti-social activities by virtue of their inquisitiveness. This might not only effect their academic performance, but also cause mental health issues. A number of depression and suicide cases have been observed in adolescents due to over exposure to the internet and involvement in morally incorrect activities. A major contributor to this problem is the prepaid or pay as you go service offered by a phone shop or an online store. Without having understood the repercussions of such services, youngsters get trapped and even end up sharing the PIN numbers of their parents' debit and credit cards. This further leads to misuse of money and related crimes.

The fact remains that technology has its own pros and cons. It depends on us whether we make use of it judiciously or impetuously.

Questions

1. How has the mobile phone acted as a life saver?
2. How have mobile phones made communication easy and quick?
3. What negative effects has the author mentioned, youngsters can face while using mobiles?
4. The word 'judiciously' as used in the passage means:
 - a) Attractively
 - b) Carelessly

- c) Wisely
 - d) Dedicatedly
5. Explain the main idea of the passage in about 20 to 30 words.
 6. What common interest features does mobile internet provide?

Chapter-5

1. Read the following passages carefully.
 - (i) Make notes, using headings, sub-headings and using abbreviations wherever necessary.
 - (ii) Give a suitable title and write summary.

Passage-1

The Indus Valley Civilization is one of the oldest civilizations in human history. It arose on the Indian subcontinent nearly 5,000 years ago — roughly the same time as the emergence of ancient Egypt and nearly 1,000 years after the earliest Sumerian cities of Mesopotamia. The Indus Valley Civilization, in its mature phase, thrived for about 700 years, from around 2600 B.C. to 1900 B.C.

"The Indus Valley Civilization, also called the Saraswati or Harappan civilization, is one of the 'pristine' civilizations on our planet," William Belcher, an anthropologist at the University of Nebraska-Lincoln, told Live Science.

A pristine civilization is one that arose indigenously or independently of other civilizations. More specifically, it is one that developed on its own, without conquest, and without the benefit of cultural exchange or immigration with another established society. Generally, the six pristine civilizations recognized by archaeologists and historians are in the following areas: Egypt, Mesopotamia, China, Mesoamerica (which includes parts of Mexico and Central America), the Andean region and the Indus Valley. These civilizations arose at different times — the earliest of these, Mesopotamia, arose some 6,000 years ago, while the earliest Andean civilization, the Chavin, (opens in new tab) developed in approximately 900 B.C.

The Indus Valley Civilization derives its name from the Indus River, one of the longest rivers in Asia. Many of the Indus Valley Civilization's large, well-planned cities, such as Mohenjo-Daro, Kot Diji and Chanhu-Daro, were situated along the course of the Indus river, which flows from the mountains of western Tibet, through the disputed region of Kashmir and southwestward before emptying into the Arabian Sea near the modern city of Karachi, Pakistan. Other Indus Valley Civilization cities were located next to different major rivers, such as the Ghaggar-Hakra, Sutlej, Jhelum, Chenab and the Ravi rivers or on the alluvial floodplains between rivers. Today, much of this area is part of the Punjab region, which is translated as the "land of the five rivers" in what is now Pakistan. Other Indus

Valley Civilization cities are located in northwest India, and a few additional cities are in northeastern Afghanistan, near archaeological sites where tin and lapis lazuli, a blue metamorphic rock, were mined.

Passage -2

Ideas rule the world. You shape your fate and decide your destiny by your thoughts. You have to think high to rise. You have to believe and be sure of yourself to win a prize. Life's battles don't always go stronger or the faster man. But sooner or later, the man who wins is the man who thinks he can.

Success starts with your thoughts. Whatever your mind can conceive and believe, it can achieve. And your mind is nothing more than a bundle of thoughts. Since you have the power to shape your thoughts, you automatically have the power to fashion your fate and decide your destiny. Thus, your thoughts are the most potent, powerful and prime source of your success. For your thoughts to blossom into success, they should be combined with definiteness of purpose, perseverance and a burning, pulsating strong desire to translate them into action. Believe that you will success and believe it firmly. You will then do whatever is necessary to bring success about.

Faith in yourself as well as the confidence that you can and will succeed are the key to your success at any step in life. If you keep your mind and heart focused on your goal and your thoughts have only the goal in them, you will do splendid in your life. You will find yourself capturing all the opportunities that come your way. Your energy will be directed, consciously or unconsciously towards your goal and you will be close to success.

Always, remember, thoughts are the most supreme, the most significant. Preserve the right attitude, right courage, frankness and confidence. Think of success in your work and you will do great. If your desire is weak, changing; your focus will be the same and the percentage of achieving success will reduce. But if you pursue your goal, with single minded attention, then nobody can stop you. A well- defined goal, a clear thought, a planned path and the will to win, are the key ingredients to become successful.

Chapter-7 Précis Writing

Write a précis and give an appropriate title to the passage given below.

1. Logic is the study of the methods and principles used to distinguish good (correct) reasoning from bad (incorrect) reasoning. This definition must not be taken to imply that only the student of logic can reason well or correctly. To say so, would be mistaken as to say that to run well requires studying the physics and physiology involved in that activity. Some excellent athletes are quite ignorant of the complex processes that go inside their bodies while they perform. And needless to say the somewhat elderly professors who know most about such things would perform very poorly, were they to risk their dignity on the athletic field. Even given the same basic muscular and nervous apparatus, the person who knows might not surpass the 'natural athlete'.

Logic has frequently been defined as the science of the laws of thought. But this definition, although it gives a clue to the nature of logic, is not accurate. In the first place, thinking is studied by psychologists. Logic cannot be 'the' science of the laws of thought, because psychology is also a science that deals with the laws of thoughts.

2. When we survey our lives and efforts, we soon observe that almost the whole of our actions and desires are bound up with the existence of other human beings. We notice that whole nature resembles that of the social animals. We eat food that others have produced, wear clothes that others have made, live in houses that others have built. The greater part of our knowledge and beliefs has been passed on to us by other people through the medium of a language which others have created. Without language and mental capacities, we would have been poor indeed comparable to higher animals. We have, therefore, to admit that we owe our principal knowledge over the least to the fact of living in human society. The individual if left alone from birth would remain primitive and beast like in his thoughts and feelings to a degree that we can hardly imagine. The individual is what he is and has the significance that he has, not much in virtue of the individuality, but rather as a member of a great human community, which directs his material and spiritual existence from the cradle to grave.
3. The tree is worshipped as the Earth mother in tribal India. It gives us food, air and work and also housing material. Moreover, trees also sometimes give fodder for animals and fuel for energy making. Without trees, there is no soil; nothing can prevent soil from getting washed away. In the tribal areas of India, where we find the Bhils, Santhals, the Nagas and the Bishnois, whenever a child is born, a tree is planted in his/her name. This enables a strong relationship between the child and the tree. As the child grows, the tree also grows and starts bearing fruits. It starts its life a food giver to the tribal community and the tribal become the guardian of the tree. This kind of a nature shows the true faith in nature. The tribals worship nature and make sure no human intervenes. This is a learning lesson for all those who tamper with nature in the name of urbanization. Every entity, small or big, plant or animal has a place in life; with its due importance. If humans start intervening and disturbing Nature, the fury is felt in the form of natural calamities like floods, and droughts. It is an earnest request to all the mankind; Lets work together to make the world a better place to love, not a bitter place.

Chapter-8 Article Writing

1. Write an article on the following topics in not more than 200-250 words.
 - a. Impact of advertisements on the young generations.
 - b. Easy and basic ways to contribute towards keeping the environment clean and pollution free.

Chapter-9 Report Writing

1. Write a report on the following topics.
 - a. A newspaper report about a health campaign organized by an NGO in a local area.
 - b. You are the Accounts head of a Call centre. Write a formal report stating details of expenditure made in the last financial year towards purchase of systems and other items needed in office.

Chapter-10 Formal letters and Official Communication

1. You manage the food supply in your organization. Write a letter to a nearby, famous restaurant for a monthly tie up with it, to supply breakfast and lunch meals for the employees of your organization.
2. Write a letter to the customer service manager of 'Wooden Store', complaining about the bad quality of a study table unit and a chair purchased from it last week. Sign yourself as Mitali/ Mahesh.
3. You plan to open a cyber café in your area, Arjun Nagar, New Delhi. Write a letter to M/S PC electronics, giving an order of computers and related accessories needed in your café. Mention the quantity of each item as required.

Chapter-11 Writing formal mails

1. On behalf of your private firm, write a formal mail to all your employees, requesting them to provide the necessary KYC information, needed to be updated in a newly installed employee software. State that details should be sent well in time, before the last date i.e 10th April, 2023. Sign yourself as Manager, HR of the firm.
2. You are Raj/Rani, Head, Advertising in Admad Technologies. Write a letter to your clients stating the new terms and conditions that your organization has decided upon for future projects with effect from 15th March 2023.

Chapter-12 Resume Writing

1. You are Sumita/Sumit, MBA, marketing. Draft your resume to apply for jobs in private companies (Any MNC) along with a cover letter.
2. You are Rani /Raj Mehta, HR Head of C and C Pvt. Limited, an investment firm. Draft a formal e-mail stating the details of an interview scheduled with a candidate for the post of Senior Accountant.

Chapter-13 Meetings

1. Write 'Minutes of the Meeting' for a meeting conducted to discuss the low attendance in office after Covid. State reasons and discuss solutions.

2. Write the 'Minutes of the Meeting' for a meeting organized to discuss the bad customer feedback about a product. Discuss future course of action. (Choose a food item like biscuit, chips, snacks etc.)

ANSWERS

Part A

Chapter-1 Communication

1. **Aesthetic Communication** includes art forms like dancing, painting, sculpting and music. These art forms convey the ideas and thoughts of the artists.
2. **Visual Communications** includes sign language, typography, graphics, illustrations etc. These means re inforce the written communication. The print and audio visual media make effective use of visuals to convey their message. Also, pie charts and other diagrammatic representation are now widely used in office presentations and convey a lot more. Hence, Visual communication is a powerful medium

Part-B

Chapter-2 Sentence Types, Active-Passive Voice and Direct-Indirect Speech

1.
 - a. The last metro was missed by Savita.
 - b. The instructions will be given by the course coordinator.
 - c. The treaty is being signed by the two neighbouring countries.
 - d. A cheque of rupees five thousand was received by Shekhar.
 - e. A chocolate cake is being baked by Aruna today.
2.
 - a. The Master Chef is preparing dinner.
 - b. Class 10 students submitted the assignments
 - c. The young and the old played Holi.
 - d. The hurricane nearly destroyed the city.
 - e. The kids stole the cookies.
3.
 - a. Reena said that she had been studying a lot.
 - b. Ajay asked if they lived nearby.
 - c. Karthik said that he could speak perfect Spanish.
 - d. Mother requested to help her to carry the bag.
 - e. Kids shouted that they saw a thief.

Chapter-3 Vocabulary

1. 1. d
2. c
3. a
4. a
2. 1. c
2. d
3. a
4. b
3. a. iv
- b. ii
- c. ii
- d. ii
- e. iii

Part-C

Chapter-4

1. 1. The author feels that selfies have become a fad because whether you are at a railway station, at a restaurant, in the park or just walking on a street, you would come across youngsters clicking pictures of themselves.
2. The youngsters, under the age of 25, who are more prone to explore newer and more dangerous selfies.
3. The authors of the study hope that their study will serve as a warning for the people and would inspire new technology, that would warn the selfie takers when they are in risky zones.
4. (d) Unaware
5. (a) Optional
2. 1. (c) Bihar
2. (a) an unrecognized singer
3. (c) Thoughtful
4. (b) Wanderers.

5. The singer sings a story of blood and romance with pithy reverences to the state of the downtrodden.
3. 1. The mobile phone has acted as life saver in times of exigency/emergency. Smart phones can also be used to prevent and detect crimes in society. Tracking of information is possible, when mobiles are used.
2. Mobile phones have made communication easy and quick as information can be transferred around the world, personal and professional meetings can happen; even business deals can happen through internet using mobiles.
3. Youngsters can addicted to the usage of the mobile phones. They might get involved in undesirable and anti-social activities. The addiction can impact their mental and physical health.
4. (c) Wisely
5. The main idea in the passage is to highlight the pros and cons of mobile phone usage. The author preaches to make a wise use of internet and mobiles, to avoid getting addicted to it and getting involved in undesirable activities.
6. A mobile internet offers features like alerts, weather data, emails, search engines, instant messages, and game and music downloading.

Chapter-5

Passage 1

Indus Valley Civilization

1. Indus Valley Oldest cvlzn
 - 1.1 started nrly 50,000 yrs ago
 - 1.2 strtd some time as ancnt Egypt
 - 1.3 Thrvd fr 700 yrs
2. Also known as Saraswati/Harappan Cvlzn
 - 2.1 Called 'pristine' by William Belcher, anthropologist
 - 2.2 devlpd on its own; indpdntly
 - 2.3. Six Pristine cvlzn:
 - 2.3.1 Egypt
 - 2.3.2 Mesopotamia
 - 2.3.3. China
 - 2.3.4 Mesoamerica

- 2.3.4. Andean region
- 2.3.5. Indus valley
- 2.4. Earliest civilization was Mesopotamia came 6000 yrs ago
- 2.5. Andean civilization developed in 900 BC
- 3. Name Indus valley derived from the river Indus
 - 3.1. Indus river flows from mountains of western Tibet, Kashmir, Karachi
 - 3.2. Indus valley civilization has cities namely: Mohenjo daro, Kot Diji, Chanhu Daro
 - 3.3. Other cities located near rivers Ravi, Chenab, Sutlej, Ghaggar Hakra
- 4. The area of five rivers is now in Punjab, 'land of five rivers'.
- 5. Other cities located in northwest India, north eastern Afghanistan
 - 5.1. Archaeological sites where tin and lapis lazuli were mined, another site of Indus Valley

Key:

- 1. Civilization= civilization
- 2. Nearly= nearly
- 3. Yrs= years
- 4. Started= started
- 5. Ancient= ancient
- 6. Thrived= thrived
- 7. For=for
- 8. Developed= developed
- 9. Independently= independently
- 10. Earliest=earliest
- 11. Valley=valley
- 12. Derived= derived
- 13. Rivers= rivers
- 14. Mountains= mountains
- 15. namely= namely
- 16. Located= located
- 17. Eastern= eastern

18. Whr= where

Summary

Indus Valley Civilization is the oldest civilizations of the human race, which in its mature phase, thrived for about 700 years, from 2600 BC to 1900 BC. Also known as Harappan /Saraswati civilization, it developed indigenously without any conquest or cultural exchange. One of the 'pristine' civilization of our planet, it derives its name from the river Indus and has well planned cities like Mohenjo daro, Kot diji and Chanhnu daro. Other cities of the civilization are located in north western India and on the 5 rivers from which the state Punjab derives its name: Sutlej, Chenab, Ravi, Jhelum and Ghagar Hakra.

Passage- 2

Think positive! Be positive!

1. Imprtn of ideas
 - 1.1. Thgts dcd fate and dstny
 - 1.2. Thnkng high lds to a rise
 - 1.3. Blv in yrslf
2. One who thinks he can win, acly wins
3. Succs strts with ones thgts
 - 3.1 Mnd is a bndl of thgts
 - 3.2 Thgts are potnt, pwrfl and prime src of succs
 - 3.3 Thgts be cmbnd with prpose, psvrnc, dsr to fulfill
4. Blv firmly and you will succd.
5. Keys to succs
 - 5.1 Fth, cnfdc, will to succd
 - 5.2 Fcsd mind, fcsd heart
 - 5.3 Opptnts get cptrd close to succs
6. Thgts are suprm and sigfent
7. Rght attd, rght courage, frankness, cnfdnc: elmnts needed
8. Well dfnd goal, clr thgts, plnnd path, will to win: gv you succs and you becm an exmpl

Key

1. Imprtn= importance
2. Thgts= thoughts

3. Dct = decide
4. Dstny=destiny
5. Thknng= thinking
6. Lds=leads
7. Blv=believe
8. Yrslf= yourself
9. Acly= actually
10. Succs= success
11. Strts=starts
12. Mnd= mind
13. Bndl= bundle
14. Potnt= potent
15. Pwrfl= powerful
16. Src= source
17. Cmbnd= combined
18. Prpose= purpose
19. Prsvnc= preserverence
20. Dsr= desire
21. Blv= believe
22. Succd= succeed
23. Fth= faith
24. Cnfdc= confidence
25. Fcsd= focused
26. Opptnts= opportunities
27. Cptrd= captured
28. Suprm= supreme
29. Sigfnt= significant
30. Rght= right
31. Attd= attitude

32. Elmnts= elements
33. Dfnd= defined
34. Clr=clear
35. Plnd= planned
36. Exmpl= example

Summary

Thoughts are the most important aspect of one's success. A positive mind and a one track focus on the goal are required to pursue success. Moreover, the belief that one can do it combined with faith and confidence leads one on the path that will lead to being a winner. The path should be planned with a clear focus. With this in hand, no one can stop and you set an example for others.

Chapter-7 Précis Writing

1. What is logic?

Logic is the study of methods and principles that helps to differentiate between the good/correct and the bad/incorrect. This does not hint towards only students studying logic can apply the correct thoughts. A person can perform well in sports without knowing the logic behind his body/physiological changes. However, it is a misconception to believe that logic is a law of thoughts as Psychology is also a science that primarily studies the same.

2. Life is about interdependence

A survey on the lives and efforts of humans would show that all the actions and desires are dependent on the existence of other human beings. From the food we eat, to the clothes we wear, to the houses we stay in, to the passing of knowledge from generation to generation; all this hints towards being social. The individual, thus becomes a member of the great humanity and that is what takes him through the journey from cradle to grave.

3. Let's worship mother Nature

The tribals in India have always worshipped mother Earth as the source of housing, food and fuel, and also occupation. The tribal communities like namely, the Bhils, the Santhals, the Nagas and the Bishnois plant a tree when a child is born, bringing an ownership to the tree. The tribals become the guardian of the tree and ensure no unwanted human intervention with nature. One needs to fear nature's fury and work in harmony with the environment. The idea is to promote peace and stay one with Nature as we are dependent on it.

Chapter-8 Article Writing

1. a. Hints

- Advertisements and their Impact (Title)

- 'Advertisement is the art of persuasion', William Bernbach.
- Advertisements have become part and parcel of the visual and audio media. Whether it is a cricket match on TV, or a top 10 Hindi music show on radio, advertisements can be seen and heard often.
- While some ads are meaningful and lesson oriented, some others are irrelevant. Social campaigns advertisements leave a deep impact on the young generation.
- Some good ads are those that have a creative angle to them. They show the product with a catchy jingle, or some good humour which leaves an impact on the audience, especially the youngsters who easily get influenced. Talk about the other side of the coin.
- It has been noted that, good or bad, ads have a strong influence on the young minds.
- Moreover, these days ads on social media have become a source of earning. More the ads on one's channel, more it gets popularity.
- It is request to all the young minds of the country. Believe by finding out the why and the how. Do not accept things at their face value.
- The world of advertisement is a creative, innovative yet misleading one. Make your choices wisely.

(The student may write other relevant points. Above mentioned are hints for a better understanding)

b. Hints:

- Keep your environment green and clean! (Suitable title)
- Numerous discussions happen, several policies are made to keep the environment clean and healthy.
- All this might be happening at a higher level. But what can we do as good citizens of our country is the question?
- Start from our own house our own neighbourhood. Let's make an effort to not throw garbage on the road. Littering is one of the most difficult problem to tackle.
- State ways of preventing environmental pollution:
 - Less usage of fossil fuels
 - Control carbon footprints
 - Stop using old model vehicles that disrupt the AQI
 - Shift towards recycle, reduce and reuse (3 R's)

- Another easy step is using public transport, or car pool for specific destinations. This will ensure less traffic on the road and hence control air pollution.
- It is imperative for citizens of the country, young and old, to contribute to the best of their ability to help to keep our surroundings clean. This will ensure a greener and safer environment for the future generations.

(The student may write other relevant points. Above mentioned are hints for a better understanding)

Chapter-9 Report Writing

1. Hints:

a.

- Newspaper report writing format (Timeline, name of reporter) Heading to the news brief.
- Name the NGO that has organized the health campaign
- Location, venue, date/time details
- Few lines on the background of the NGO
- Details about the campaign: who inaugurated, how many people participated, what is the purpose, how is the issue being addressed

b.

To: The Director, Finance

From: Secretary, Finance

Date: 27th Dec, 2022

Subject: Expenditure made towards systems and office stationery in the last financial year

Acknowledgements: I am deeply grateful to all my team members who helped me in formulating this detailed report. The expenditure and other related details have been recorded with precision.

(1) Contents

- i. List of items purchased
- ii. Segregation of systems, office stationery and other miscellaneous items
- iii. Cost and invoice details
- iv. Current budget versus amount spent
- v. Conclusion

Summary: With the advancement in technology, we decided to enhance our working conditions ensuring a comfortable and employee friendly work zone. The items purchased will lead to better productivity and efficiency on the part of the work staff. It will add to the revenues of the organization and bring a good name in the industry.

Can be continued with a few tables mentioned and then the conclusion.

Chapter-10 Formal letters and Official Communication

1. Creative Arts Pvt. Ltd.

Sarojini Nagar
New Delhi- 110023

27th December 2022
Kasturi Vegetarian Dhaba.
Sarojini Nagar Market
New Delhi- 110023

Subject: Placing an order for breakfast and lunch on monthly basis

Dear Sir,

As discussed over telephone, we would like to place an order for breakfast and lunch meals supply on a monthly basis. This would be for around 25 employees. The meals would be needed five days a week (Monday to Friday).

Breakfast delivery: 9:00-9:30 am

Lunch delivery: 1:30 to 2:00 pm

The food should be delivered hot, in a hygienic way. The delivery has to be at our office premises and we would appreciate punctuality.

We wish to start the service from 1st April, 2023. Kindly revert so that the needful can be done.

Thanks and Regards

Rajesh

Assistant Manager (Admin)

Creative Arts

2.

Flat no. 508, tower 12
Green Valley apartments
Sector 6, Dwarka
New Delhi 110075

28th December, 2022

Customer Service Manager
Wooden Store
Shop No. 34,
Jail road, Tilak Nagar
New Delhi

Dear Sir,

Subject: Filing complaint for a broken item against Bill no. WS-60ST/2022

I hereby write to complain regarding the defect in the study table unit purchased on 22nd December, 2022 from your store, Jail road outlet.

The product when received at home was in a broken condition. One leg of the table was broken, the table top had several scratches; the arm of the chair was also broken into two pieces. The delivery man says, he got the product as given to him in the shop.

I request you to look into this matter without any delay and provide a new unit. I have enclosed a copy of the bill of purchase for your reference. Looking forward to your early response.

Thanking you

Yours truly,
Mitali/ Mahesh
Dwarka, New Delhi.

3.

Future Cyber Cafe
Arjun Nagar
New Delhi- 110000

4th March 2023

PC Electronics.
Nehru Place
New Delhi- 110023

Subject: Placing an order for computer systems and accessories.

Dear Sir,

This is with respect to our newly opened cyber café, Future Cyber Café' in Arjun Nagar. I would like to place an order for some computer systems and related accessories for the same. Below is a detailed table listing the requirements.

Product Name	Quantity
Computers (Full units)	10
UPS	5
Speakers	5
Modem	10

We wish to start operations from 1st April 2023. Kindly ensure that all products are quality checked and in a warranty period. Please send the items by next week to allow smooth flow of business. We would also need your help for installation.

Thanks and Regards

Arpit/Arpita
Future Cyber Cafe (Owner)

Chapter-11 Writing formal mails**1. Dear employees,**

Greetings!

This is with respect to your KYC details needed, to be updated in a newly installed software. We request you to share your details in the given format (attached) by 10th April, 2023 to avoid any delay in work.

This is a mandatory process and we request our employees to kindly do the needful at the earliest.

For any help regarding the matter, an executive has been assigned to every department. The details of executives are enclosed with this mail. You can also write to helpdesk@sittech.com for any further clarifications.

Looking forward to your kind cooperation.

With warm regards

Mr. Sushil

Manager, HR

Sitcom Technologies

2. Dear clients,

Greetings!

This is with respect to the new norms and policies our organization has decided upon for future business. In the light of a mutually beneficial business relationship, the committee members have decided to revise the fee for print and social media advertising. Also, we request the clients to give us atleast two weeks for working on the requirements, to enable us to deliver quality work.

We would expect 25% of the full payment to be paid, at the beginning of the project. Balance amount can be paid, after the full completion of the project. This has been done seeing our past bitter experiences with a few clients. We have full faith in you; however business ethics cannot be over ruled

A team member will share with you all the necessary changes/additions made to our work policies. For any help regarding the matter, please feel free to contact him through email or phone call.

Looking forward to your kind cooperation.

With warm regards

Mr. Raj/Rani

Head, Advertising

Admad Technologies

Chapter-12 Resume Writing

1. Cover Letter:

36/7

Old Rajinder Nagar,

Delhi 110060

29th December 2022

Manager, HR

Infra Technologies, USA Inc

Gurugram

Dear Ma'am/Sir,

Subject: Application for the Associate Consultant

This is with respect to the position of Associate Consultant in your esteemed organization.

I hold a Master's degree in Management (MBA) Finance from the premiere Management Development Institute, Gurugram. I have a work experience of 5 years with a Fintech firm. I am well aware of the developments in the finance sector and can contribute well with my expertise and knowledge.

Please find my resume for the details of my credentials.

Looking forward to hearing from you soon!

Yours sincerely,

Sumita/Sumit

11111-11111

Resume:**Sumita/Sumit Khanna**

36/7, Old Rajinder Nagar, Delhi | +91- 11111 1111 | sumita@gmail.com

Objective

To impart meaningful knowledge to the organization and help in better revenue and sales with the parallel aim of working for the betterment of the economy/society.

Educational Qualification

Qualification	Year	Board/University	Institution's Name
MBA	2015	MDI, Gurgaon	MDI Gurgaon
BBA	2013	Delhi University	College of Business Studies
Class 12 th	2010	CBSE	Springdales, Dhaula Kuan, New Delhi
Class 10 th	2008	CBSE	Springdales, Dhaula Kuan, New Delhi

Professional Experience**Consultant ABC Technologies (April'17 - December'17)**

- Worked in association with the Finance team
- Delivered multiple projects within deadlines
- Handled Accounts of big clients
- Member of the Audit team, for learning purpose
- Attended professional development workshops organized by the organization

Project Associate XYZ Pvt. Ltd. (April'15 - March'17)

- Experience of working in a finance led team of seven members.
- Certified as 'finance literate', awarded as the best employee for a financial year.
- teaching Grade 3, 4, 5 and 6 as per CIE curriculum
- Worked in close association with senior finance executives of the firm,
- Built on the deck for client meetings and onsite projects.

Social Work**Volunteer for the Non-Profit Organization, education for all (December 2013-March 2014)**

- Project: Each one teach one

- Job Role: Helping children with their education; majorly working over their mathematics skills

Volunteer for the Non-Profit Organization, Teach India (October 2009-March 2011)

- Job Role: Organized campaigns to help spread literacy among the poor and backward classes.

(The student may add more details if needed; the above are Hints)

2. Rajkumar Rao

Flat no. 78, Dream View hills,
Sector 57
NOIDA, UP

Subject: Interview Scheduled for 3rd May, 2023 at office premises for the post of Associate Offer for appointment for the post of Senior Accountant.

Dear Rajkumar,

We are pleased to inform you that your name has been shortlisted for an interview, for the post of Senior Accountant at C and C Pvt Ltd. Please find the details below.

Date of interview: 3rd Jan, 2023

Location: C and C Pvt Ltd, Sector 62, Noida

Time: 10:30 am

You requested to wear formals for the interview. Please carry all your credentials (Mark sheets, certificates, work experience proofs etc) that you wish to show to the interview panel. We also would like you to carry your Aadhar Card.

The interview would last for maximum 20 minutes. Kindly plan your day accordingly.

Kind regards,

Rani/Raj Mehta

Head – HR

+91- 33333000

Chapter-13 Meetings**1. Hint: Mention the agenda and the cause for the same.**

Participants in the meeting: Mr. XY, Vice-President; Mr. A, HR Manager; Mr. AB. Operations Head; Mr. ABC, Operations Manager and Mr. XY's Secretary

Date: December 30th, 2022

Meeting started at 10:30 am

Mr. A started the meeting and discussed the agenda as to why there was a low percentage of employees present in office.

Mr. AB intervenes and mentions how important it is for the company to have staff being present in the office. It will ensure better facilities being offered and operations cost is approved.

Mr. A and Mr. AB together presented a presentation with the statistics of absent versus present in the last financial year.

Mr. ABC suggests ideas to have atleast 50 % attendance in every division, on a daily basis.

Mr. XY gave his valuable inputs on how the attendance of staff can be increased.

Mr. ABC gives his suggestions on having some bonus or incentive schemes for the employees so as to attract them .

Mr. A concluded the meeting with vote of thanks to all the members who attended the meeting.

2. Hint: Focus on one product. Mention the product and product specifications

Participants in the meeting: Mr. B, Vice-President; Mr. A Product Manager, Mr. C, Sales Manager and their Associates

Date: December 29th, 2022

Meeting started at 12.00pm

Mr. C explains about the agenda of the meeting, and he talks about how people are facing issues using their new product. Negative feedback discussed

The associates have brainstormed few ideas about how the product can be changed according to the market requirements.

Mr. A listens to everyone carefully and shares his thoughts about changing the packaging too. He also proposes to work on the ingredients, pricing and presentation of the product. (We are taking the product to be edible)

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Mr. A agrees and informs that he would like to discuss with the design team and finalize the appropriate designs with everyone soon. Vice Chairman also exclaims the need to bring down the price for a better and healthy competition in the market.

The meeting concluded with few ideas that everyone is ready to explore and implement.

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