



Date: 04th September, 2024

NOTICE

II (SEM-IV)

APPLIED COMPONENT GROUP

Drafting, Pleading & Conveyancing - II

(Only for ATKT Students - 75 :25 Pattern

As a part of the curriculum, students are required to successfully complete and pass in Practical Oriented Applied Component Course (Drafting, Pleading & Conveyancing [DPC II]).

I. SYLLABUS

The Drafting syllabus comprises of following Modules :

Module I	
1.1	Sale Deed
1.2	Mortgage Deed- Simple, English, Mortgage by Conditional sale, Usufructuary, mortgage
1.3	Lease deed, Leave and License Agreement
1.4	Exchange Deed
1.5	Gift Deed
1.6	Trust Deed
1.7	Registration of Documents- S 17 & 18 Indian Registration Act, 1908
1.8	Partnership Deed

Module II	
2.1	Matrimonial Petitions- Divorce Petitions, Mutual Consent Divorce Petitions
2.2	Application for Maintenance
2.3	Application for Custody
2.4	Pleadings for restitution of conjugal rights
2.5	Nullity of marriage

Module III	
3.1	Limited Liability Partnership Deed
3.2	Petitions for winding up a company under Companies Act 2013
3.3	Draft Notice for Annual General Meeting and Special General Meeting
3.4	Legal Notice for Defective Goods
3.5	Application for Corporate insolvency resolution under IBC 2016

Module IV	
4.1	Will and Codicil
4.2	Application for heirship certificate
4.3	Testamentary Petition for Succession Certificate (Probate)
4.4	Application for Certified Guardian
4.5	Adoption Deed under Juvenile Justice Act, 2015
4.6	RTI application, reply, appeal

II. EVALUATION PATTERN & COMPONENTS

DPC – II comprises of the following TWO components:

Sr. No.	COMPONENT	MARKS
1.	Journal	50
2.	Written Examination	50
TOTAL		100

1. Guidelines for Submission of the Journal

- a) Annexure I to this Notice consists of 8 drafting questions from MODULE I & II. Students are required to write **ANY FIVE** of the same.
- b) Each drafting question shall carry 10 marks each.
- c) The Journal shall be **HANDWRITTEN** only.
- d) The Journal shall be written on **A4 SIZE (BOTH SIDES RULED) JOURNAL PAPER** only. Students should write on both sides of the paper.
- e) The Journal should compulsorily contain the following particulars:
 1. Cover Page
 2. Table of Contents

3. Pages numbered appropriately
- f) The Cover Page of the Journal must contain the following details:
1. Subject: DPC II
 2. Full Name of Student
 3. Division & Roll number
 4. Name of the College
- g) The hard copy of the Journal has to be submitted in the College office on or before **05th October, 2024.**

2. Guidelines for the Written Examination

- a. A written Examination of 50 Marks shall be held on **05th October, 2024.**
- b. Duration of Exam: 2 hours
- c. Time of Exam: 3:00 pm to 5:00 pm
- d. The Examination shall comprise of BOTH Theory and Drafting questions:
 - 1) Drafting questions shall be from **Module III and IV** only.
 - 2) Theory questions shall be from **ALL Modules.**
- e. The Paper pattern of the Examination shall be as under:

Sr. No.	Question Type	Total Marks
1.	Theory Questions from all Modules	24
2.	Drafting (Module III & IV)	30
TOTAL		50

For any further queries, you may get in touch with the following Faculty:

1. Associate Prof. Dr. Sharmila Ghuge
2. Asst. Prof. Sneha Rajivkumar Nair



[Dr. Priya J. Shah]
I/c Principal

ANNEXURE I

1. Attempt ANY **FIVE** of the below mentioned Questions
 2. Each Question carries **10 Marks**.
 3. The details of the parties, etc. are to be written in the drafts.
 4. Answers are to be written in English Only.
 5. In case any facts necessary for drafting (dates, addresses, names etc.) are not mentioned in the questions, students may presume such facts. Do not leave blank spaces in your answers.
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- 1) A bank ZOYA is approached by Mr. Avineesh for a loan of Rs. 2,00,00,000/- against his holiday home property in Goa which has a market valuation of Rs. 3,50,00,000/-. However, after several background checks the Bank found out that Mr. Avineesh has cleared his previous loans but not in a timely manner. He defaulted on many of his payments though eventually he cleared them off based on accrued interest. ZOYA bank is interested in granting the loan but they want to have possession over the property being kept as a collateral security to the loan. Draft a relevant deed keeping in mind the bank's requirement.

 - 2) Mrs. Supriya Sanjay Jagat married Mr. Sanjay Ram Jagat on 13.05.2015 at J.W Marriot, Juhu Mumbai. It was an arranged marriage and was performed as per Hindu rites and ceremonies in presence of family members and relatives. Supriya, aged 38 now and Sanjay aged 42 now, both are IT professionals and are residing at B/83, Dalal Towers, Express Street, Nariman Point Mumbai 400021. There is no child born out of the said wedlock. Though Supriya and Sanjay are living together for past 8 years they have lot of differences and due to daily fights and augments both have decided to get separated with mutual consent. Sanjay has agreed to purchase a 1 BHK house in South Mumbai for Supriya and Supriya has agreed to handover all the jewellery purchased by Sanjay's family during the wedding. There is no cohabitation between Supriya and Sanjay since December 2022 though they live under the same roof. Draft a Mutual Consent Divorce Petition for Supriya and Sanjay.

 - 3) Rekha Vijay Chauhan, aged 35, R/o of Room no. 24, Dagdi Chawl, Ganesh Temple lane, Borivali West, Mumbai 400098, has been separated from her husband, Mr. Vijay

Hari Chauhan, aged 38, R/o of B- 10, Datta Krupa, Yogi Nagar, Borivali West, Mumbai 400099. Vijay used to pick up fights for no reason and harassed Rekha beyond her tolerance. Rekha refused to file a Police compliant, Domestic Violence complaint, Divorce proceedings, etc., despite undergoing all the atrocities as she believes in marriage as an institution and wants to give a chance to her marriage (Date of marriage 15.11.2019). However, due to the immense agony, Rekha had to leave her matrimonial home on 04.10.2023. Rekha has taken shelter at her parents' house at Dagdi Chawl but Rekha being a housewife and having a daughter, Reema, aged 3 years (born on 10.03.2021), needs money for survival. She does not desire to be a liability for her parents. Rekha is 12th class pass and is presently a housewife. Vijay Chauhan is a manager in HDFC Bank, at Borivali West, Mumbai and earns around Rs. 75,000/- per month.

Draft an Application on behalf of Rekha claiming maintenance for herself and her daughter from her husband.

- 4) Mr. Rahul Shirish Gandhi, aged 45, R/o Subhadra, 6th Road, JVPD, Vile Parle West, Mumbai 400057 and Mrs Seema Rahul Gandhi, aged 39, R/o of D 12, Om Mansion, Bandra West, Mumbai 400040, got married on 14.02.2015. A baby girl, Chaheti was born out of the said wedlock on 24.12.2020. Unfortunately, Rahul and Seema had a very disturbed and unhappy married life which ultimately resulted in filing of various legal proceedings in the year 2023. Seema started living separately with Chaheti at the mentioned address from 02.01.2023. Despite the separation and differences, Seema had never restricted Rahul to meet Chaheti understanding that he is the biological father of Chaheti. However, on 13.03.2024 at 3 pm, Rahul entered Seema's house, and forcibly took away Chaheti to his house. Seema has lodged a police compliant and has also tried intervention of family members to get Chaheti back. But Rahul is not willing to send the child back to her mother. Seema is a medical professional, she earns well and has her parents at home to look after Chaheti in her absence.

Draft an application for custody on behalf of Seema.

- 5) Mr. Samir, aged 75 years, wishes to gift his 2 grandsons and 2 granddaughters, Anuj, Arjun, Aliya, and Arya respectively, all adults, his 4 flats, namely Flat nos. 5,6,7 and 8 respectively, situated in the same society, having equal carpet area on the 2nd floor of the building.

Mr. Samir also wishes to gift to his grandchildren Anuj, Arjun, Aliya, and Arya cash of Rs. 2,00,000/- each and gold chains of the same weight each.

a) Draft a deed / document to secure this entire transaction.

b) What would be your advice to Mr. Samir, with respect to registration of the said deed and why.

- 6) Mr. Anand is desirous of purchasing a residential property having 2000 Sq.ft. carpet area located in the Viman Nagar Area in Pune City, but wishes to rule out all possible hindrances and /or adverse claims against the said property. Further, Mr Anand wishes to secure the property by entering into some document immediately by paying an upfront advance amount of 50,00,000/- Rupees and complete the transaction after securing a loan for the balance amount of Rs. 1,50,00,000/- in 6 months after payment of initial Rs. 50,00,000/-.

Mr Anand has approached you for legal advice, both with respect to ruling out adverse claims and to seek advice from you regarding what transaction he should enter into with the owner of the property Mr. Rao.

a) Draft the appropriate document that would settle Mr. Anand's concerns with respect to hindrances in purchase of property specifically regarding adverse claims.

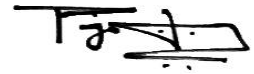
b) Draft the document that you would suggest Mr Anand to enter into with Mr. Rao with respect to securing the property.

- 7) Mr. Rakesh Satish Kothari, aged 25, R/o A/24 Camelia Apt, Baner Pune, has shifted to Mumbai as he has been selected in the Air India Administrative office as a Manager. Rakesh has finalized a flat at Tulsiyani Chambers, Nariman Point, Mumbai 400021 for rent of Rs. 50,000/- per month for a period of 11 months. The said flat bearing flat no 301, C wing at Tulsiani Chambers, belongs to Mr. Dilip Ravi Motani, aged 72 years, presently residing at D- 601 Shakti Bhavan, Colaba, Mumbai 400020. The said flat is around 550 Sq.ft. having one hall, one bedroom with attached washroom and a kitchen. The flat has no furniture but has fixtures, such as wardrobes, kitchen units etc.

Draft a leave and licence agreement on behalf of Rakesh for a period of 11 months

- 8) Sunny Honey Chaddha, aged 24 years, R/o C-7, Villa 3, Four Bungalow, Andheri West Mumbai 400051, wants to start a new venture with his friend, Rafiq Tariq Khan, aged 26 years, R/o Rehmat Manzil, Opp. Andheri Station, Andheri West Mumbai 400050.

Sunny and Rafiq both work in music sector. Sunny composes music and Rafiq scripts the lyrics. Both want to start up their own partnership firm for recording, composing and fetching buyers for their songs/music. The net profits and losses of the firm will be shared by the both, Sunny and Rafiq equally. The premise which will used for this venture is located at – 27- F, Block I, Laxmi Industrial Estate, Andheri West, Mumbai-50. Sunny and Rafiq have thought of naming the firm as “Heartbeat”
Draft a partnership deed for Sunny and Rafiq.



[Dr. Priya J. Shah]
I/c Principal