

PAPER – 2: BUSINESS LAWS & BUSINESS CORRESPONDENCE AND REPORTING

PAPER 2A: BUSINESS LAWS

Part I

For May 2021 examinations for Paper 2A: Business Laws, the significant amendments made in the respective subject upto 31st October, 2020 are relevant and applicable.

Students are advised to refer study material of October, 2020 edition which contains all the amendments upto 31st October, 2020.

Part II: Questions and Answers

Questions

The Indian Contract Act, 1872

1. Explain the type of contracts in the following agreements under the Indian Contract Act, 1872:
 - (i) X promise to sell his scooter to Y for ₹ 1 Lac. However, the consent of X has been procured by Y at a gun point.
 - (ii) A bought goods from B in 2015. But no payment was made till 2019.
 - (iii) G agrees to give tuitions to H, a pre-engineering student, from the next month and H in consideration promises to pay G ₹ 5,000 per month.
2. "To form a valid contract, consideration must be adequate". Comment.
3. Mr. SHYAM owned a motor car. He approached Mr. HARISH and offered to sell his motor car for ₹ 3,00,000. Mr. SHYAM told Mr. HARISH that the motor car is running at the rate of 20 KMs per litre of petrol. Both the fuel meter and the speed meter of the car were working perfectly. Mr. HARISH agreed with the proposal of Mr. SHYAM and took delivery of the car by paying ₹ 3,00,000/- to Mr. SHYAM. After 10 days, Mr. HARISH came back with the car and stated that the claim made by Mr. SHYAM regarding fuel efficiency was not correct and therefore there was a case of misrepresentation. Referring to the provisions of the Indian Contract Act, 1872, decide and write whether Mr. HARISH can rescind the contract on the above ground.
4. Mr. S, aged 58 years was employed in a Government department. He was going to retire after two years. Mr. D made a proposal to Mr. S, to apply for voluntary retirement from his post so that Mr. D can be appointed in his place. Mr. D offered a sum of ₹ 10 Lakhs as consideration to Mr. S in order to induce him to retire.

Mr. S refused at first instance but when he evaluated the amount offered as consideration is just double of his cumulative remuneration to be received during the tenure of two years

of employment, he agreed to receive the consideration and accepted the above agreement to receive money to retire from his office.

Whether the above agreement is valid? Explain with reference to provision of the Indian Contract Act, 1872?

5. What will be rights with the promisor in following cases? Explain with reasons:
 - (a) Mr. X promised to bring back Mr. Y to life again.
 - (b) A agreed to sell 50 kgs of apple to B. The loaded truck left for delivery on 15th March but due to riots in between reached B on 19th March.
 - (c) An artist promised to paint on the fixed date for a fixed amount of remuneration but met with an accident and lost his both hands.
 - (d) Abhishek entered into contract of import of toys from China. But due to disturbance in the relation of both the countries, the imports from China were banned.
6. "Liquidated damage is a genuine pre-estimate of compensation of damages for certain anticipated breach of contract whereas Penalty on the other hand is an extravagant amount stipulated and is clearly unconscionable and has no comparison to the loss suffered by the parties". Explain.
7. In light of provisions of the Indian Contract Act, 1872 answer the following:
 - (i) Mr. S and Mr. R made contract wherein Mr. S agreed to deliver paper cup manufacture machine to Mr. R and to receive payment on delivery. On the delivery date, Mr. R didn't pay the agreed price. Decide whether Mr. S is bound to fulfil his promise at the time of delivery?
 - (ii) Mr. Y has given loan to Mr. G of ₹ 30,00,000. Mr. G defaulted the loan on due date and debt became time barred. After the time barred debt, Mr. G agreed to settle the full amount to Mr. Y. Whether acceptance of time barred debt contract is enforceable in law?
 - (iii) A & B entered into a contract to supply unique item, alternate of which is not available in the market. A refused to supply the agreed unique item to B. What directions could be given by the court for breach of such contract?

The Sale of Goods Act, 1930

8. Mrs. G bought a tweed coat from P. When she used the coat, she got rashes on her skin as her skin was abnormally sensitive. But she did not make this fact known to the seller i.e. P. Mrs. G filled a case against the seller to recover damages. Can she recover damages under the Sale of Goods Act, 1930?

9. What are the differences between a 'Condition' and 'Warranty' in a contract of sale? Also explain, when shall a 'breach of condition' be treated as 'breach of warranty' under the provisions of the Sale of Goods Act, 1930?
10. Ms. R owns a two Wheeler which she handed over to her friend Ms. K on sale or return basis. Even after a week, Ms. K neither returned the vehicle nor made payment for it. She instead pledged the vehicle to Mr. A to obtain a loan. Ms. R now wants to claim the two Wheeler from Mr. A. Will she succeed?
- (i) Examine with reference to the provisions of the Sale of Goods Act, 1930, what recourse is available to Ms. R?
- (ii) Would your answer be different if it had been expressly provided that the vehicle would remain the property of Ms. R until the price has been paid?
11. Mr. T was a retailer trader of fans of various kinds. Mr. M came to his shop and asked for an exhaust fan for kitchen. Mr. T showed him different brands and Mr. M approved of a particular brand and paid for it. Fan was delivered at Mr. M's house; at the time of opening the packet he found that it was a table fan. He informed Mr. T about the delivery of the wrong fan. Mr. T refused to exchange the same, saying that the contract was complete after the delivery of the fan and payment of price.
- (i) Discuss whether Mr. T is right in refusing to exchange as per provisions of the Sale of Goods Act, 1930?
- (ii) What is the remedy available to Mr. M?
12. State briefly the essential element of a contract of sale under the Sale of Goods Act, 1930.

The Indian Partnership Act, 1932

13. Explain in detail the circumstances which lead to liability of firm for misapplication by partners as per provisions of the Indian Partnership Act, 1932.
14. M, N and P were partners in a firm. The firm ordered JR Limited to supply the furniture. P dies, and M and N continues the business in the firm's name. the firm did not give any notice about P's death to the public or the persons dealing with the firm. The furniture was delivered to the firm after P's death, fact about his death was known to them at the time of delivery. Afterwards the firm became insolvent and failed to pay the price of furniture to JR Limited.

Explain with reasons:

- (i) Whether P's private estate is liable for the price of furniture purchased by the firm?

- (ii) Whether does it make any difference if JR Limited supplied the furniture to the firm believing that all the three partners are alive?
15. Mr. A (transferor) transfer his share in a partnership firm to Mr. B (transferee). Mr. B is not entitled for few rights and privileges as Mr. A (transferor) is entitled therefor. Discuss in brief the points for which Mr. B is not entitled during continuance of partnership?
16. "Indian Partnership Act does not make the registration of firms compulsory nor does it impose any penalty for non-registration." In light of the given statement, discuss the consequences of non-registration of the partnership firms in India?

The Limited Liability Partnership Act, 2008

17. What do you mean by Designated Partner? Whether it is mandatory to appoint Designated partner in a LLP?

The Companies Act, 2013

18. ABC Limited has allotted equity shares with voting rights to XYZ Limited worth ₹ 15 Crores and issued Non-Convertible Debentures worth ₹ 40 Crores during the Financial Year 2019-20. After that total Paid-up Equity Share Capital of the company is ₹ 100 Crores and Non-Convertible Debentures stands at ₹ 120 Crores.

Define the Meaning of Associate Company and comment on whether ABC Limited and XYZ Limited would be called Associate Company as per the provisions of the Companies Act, 2013?

19. SK Infrastructure Limited has a paid up share capital divided into 6,00,000 equity shares of ₹ 100 each. 2,00,000 equity shares of the company are held by Central Government and 1,20,000 equity shares are held by Government of Maharashtra. Explain with reference to relevant provisions of the Companies Act, 2013, whether SK Infrastructure Limited can be treated as Government Company.
20. Mr. Anil formed a One Person Company (OPC) on 16th April, 2018 for manufacturing electric cars. The turnover of the OPC for the financial year ended 31st March, 2019 was about ₹ 2.25 Crores. His friend Sunil wanted to invest in his OPC, so they decided to convert it voluntarily into a private limited company. Can Anil do so?

SUGGESTED ANSWERS/HINTS

1. (i) In the instant case, X is an aggrieved party and the contract is voidable at his option but not at the option of Y. It means if X accepts the contract, the contract becomes a valid contract then Y has no option of rescinding the contract.

- (ii) B cannot sue A for the payment in 2019 as it has crossed three years and barred by Limitation Act. A good debt becomes unenforceable after the period of three years as barred by Limitation Act.
- (iii) Where, G agrees to give tuitions to H, a pre-engineering student, from the next month and H in consideration promises to pay G ₹ 5,000 per month, the contract is executory because it is yet to be carried out.

2. The law provides that a contract should be supported by consideration. So long as consideration exists, the Courts are not concerned to its adequacy, provided it is of some value. The adequacy of the consideration is for the parties to consider at the time of making the agreement, not for the Court when it is sought to be enforced (***Bolton v. Modden***). Consideration must however, be something to which the law attaches value though it need not be equivalent in value to the promise made.

According to Explanation 2 to Section 25 of the Indian Contract Act, 1872, an agreement to which the consent of the promisor is freely given is not void merely because the consideration is inadequate but the inadequacy of the consideration may be taken into account by the Court in determining the question whether the consent of the promisor was freely given.

3. As per the provisions of Section 19 of the Indian Contract Act, 1872, when consent to an agreement is caused by coercion, fraud or misrepresentation, the agreement is a contract voidable at the option of the party whose consent was so caused.

A party to contract, whose consent was caused by fraud or misrepresentation, may, if he thinks fit, insist that the contract shall be performed, and that he shall be put in the position in which he would have been if the representations made had been true.

Exception: If such consent was caused by misrepresentation or by silence, fraudulent within the meaning of section 17, the contract, nevertheless, is not voidable if the party whose consent was so caused had the means of discovering the truth with ordinary diligence.

In the situation given in the question, both the fuel meter and the speed meter of the car were working perfectly, Mr. HARISH had the means of discovering the truth with ordinary diligence. Therefore, the contract is not voidable. Hence, Mr. HARISH cannot rescind the contract on the above ground.

4. Section 10 of the Indian Contract Act, 1872 provides for the legality of consideration and objects thereto. Section 23 of the said Act also states that every agreement of which the object or consideration is unlawful is void.

The given problem talks about entering into an agreement for sale of public office, which is opposed to public policy. Public policy requires that there should be no money consideration for the appointment to an office in which the public is interested. Such consideration paid, being opposed to public policy, is unlawful.

In the given case, Mr. S, who was going to be retired after two years was proposed by Mr. D, to apply for voluntary retirement from his post, in order that he can be appointed in his place. In lieu of that, Mr. D offered Mr. S a sum of ₹ 10 lakh as consideration. Mr. S refused initially but later accepted the said agreement to receive money to retire from his office.

Here, Mr. S's promise to sale for Mr. D, an employment in the public services is the consideration for Mr. D's promise to pay ₹10 lakh. Therefore, in terms of the above provisions of the Indian Contract Act, the said agreement is not valid. It is void, as the consideration being opposed to public policy, is unlawful.

5. (a) The contract is void because of its initial impossibility of performance.
 - (b) Time is essence of this contract. As by the time apples reached B, they were already rotten. The contract is discharged due to destruction of subject matter of contract.
 - (c) Such contract is of personal nature and hence cannot be performed due to occurrence of an event resulting in impossibility of performance of contract.
 - (d) Such contract is discharged without performance because of subsequent illegality nature of the contract.
6. **Liquidated damage** is a genuine pre-estimate of compensation of damages for certain anticipated breach of contract. This estimate is agreed to between parties to avoid at a later date detailed calculation and the necessity to convince outside parties.

Penalty on the other hand is an extravagant amount stipulated and is clearly unconscionable and has no comparison to the loss suffered by the parties.

In terms of Section 74 of the Act "where a contract has been broken, if a sum is named in the contract as the amount to be paid in case of such breach, or if the contract contains any other stipulation by way of penalty, the party complaining of the breach is entitled, whether or not actual damages or loss is proved to have been caused thereby, to receive from the other party who has broken the contract, a reasonable compensation not exceeding the amount so named, or as the case may be the penalty stipulated for.

Explanation to Section 74

A stipulation for increased interest from the date of default may be a stipulation by way of penalty.

In terms of Section 74, courts are empowered to reduce the sum payable on breach whether it is 'penalty' or "liquidated damages" provided the sum appears to be unreasonably high.

Sri Chunnilal vs. Mehta & Sons Ltd (Supreme Court)

Supreme Court laid down the ratio that the aggrieved party should not be allowed to claim a sum greater than what is specific in the written agreement. But even then, the court has powers to reduce the amount if it considers it reasonable to reduce.

7. (i) As per Section 51 of the Indian Contract Act, 1872, when a contract consists of reciprocal promises to be simultaneously performed, no promisor needs to perform his promise unless the promisee is ready and willing to perform his reciprocal promise. Such promises constitute concurrent conditions and the performance of one of the promise is conditional on the performance of the other. If one of the promises is not performed, the other too need not be performed.

Referring to the above provisions, in the given case, Mr. S is not bound to deliver goods to Mr. R since payment was not made by him at the time of delivery of goods.

- (ii) **Promise to pay time-barred debts - Section 25 (3):** Where there is an agreement, made in writing and signed by the debtor or by his agent, to pay wholly or in part a time barred debt, the agreement is valid and binding even though there is no consideration.

In the given case, the loan given by Mr. Y to Mr. G has become time barred. Thereafter, G agreed to make payment of full amount to Mr. Y.

Referring to above provisions of the Indian Contract Act, 1872 contract entered between parties post time barred debt is valid so, Mr. G is bound to pay the agreed amount to Mr. Y provided the above mentioned conditions of section 25 (3) are fulfilled.

- (iii) Where there is a breach of contract for supply of a unique item, mere monetary damages may not be an adequate remedy for the other party. In such a case the court may give order for specific performance and direct the party in breach to carry out his promise according to the terms of contract. Here, in this case, the court may direct A to supply the item to B because the refusal to supply the agreed unique item cannot be compensated through money.
8. According to Section 16(1) of Sales of Goods Act, 1930, normally in a contract of sale there is no implied condition or warranty as to quality or fitness for any particular purpose of goods supplied. The general rule is that of "Caveat Emptor" that is "let the buyer beware". But where the buyer expressly or impliedly makes known to the seller the particular

purpose for which the goods are required and also relies on the seller's skill and judgement and that this is the business of the seller to sell such goods in the ordinary course of his business, the buyer can make the seller responsible.

In the given case, Mrs. G purchased the tweed coat without informing the seller i.e. P about the sensitive nature of her skin. Therefore, she cannot make the seller responsible on the ground that the tweed coat was not suitable for her skin. Mrs. G cannot treat it as a breach of implied condition as to fitness and quality and has no right to recover damages from the seller.

9. Difference between conditions and warranties:

The following are important differences between conditions and warranties.

Point of differences	Condition	Warranty
Meaning	A condition is essential to the main purpose of the contract.	It is only collateral to the main purpose of the contract.
Right in case of breach	The aggrieved party can repudiate the contract or claim damages or both in the case of breach of condition.	The aggrieved party can claim only damages in case of breach of warranty.
Conversion of stipulations	A breach of condition may be treated as a breach of warranty.	A breach of warranty cannot be treated as a breach of condition.

Breach of condition be treated as a breach of warranty

Section 13 of the Sales of Goods Act, 1930, specifies cases where a breach of condition be treated as a breach of warranty. As a result of which the buyer loses his right to rescind the contract and can claim for damages only.

In the following cases, a contract is not avoided even on account of a breach of a condition:

- (i) Where the buyer altogether waives the performance of the condition. A party may for his own benefit, waive a stipulation.
- (ii) Where the buyer elects to treat the breach of the conditions, as one of a warranty. That is to say, he may claim only damages instead of repudiating the contract.
- (iii) Where the contract is non-severable and the buyer has accepted either the whole goods or any part thereof.

- (iv) Where the fulfilment of any condition or warranty is excused by law by reason of impossibility or otherwise.
10. As per the provisions of Section 24 of the Sale of Goods Act, 1930, when goods are delivered to the buyer on approval or “on sale or return” or other similar terms, the property therein passes to the buyer-
- (a) when the buyer signifies his approval or acceptance to the seller or does any other act adopting the transaction;
 - (b) if he does not signify his approval or acceptance to the seller but retains the goods without giving notice of rejection, then, if a time has been fixed for the return of the goods, on the expiration of such time, and, if no time has been fixed, on the expiration of a reasonable time; or
 - (c) he does something to the good which is equivalent to accepting the goods e.g. he pledges or sells the goods.

Referring to the above provisions, we can analyse the situation given in the question:

- (i) In the instant case, Ms. K, who had taken delivery of the two wheeler on Sale or Return basis pledged the two wheeler to Mr. A, has attracted the third condition that she has done something to the good which is equivalent to accepting the goods e.g. she pledges or sells the goods. Therefore, the property therein (two wheeler) passes to Mr. A. Now in this situation, Ms. R cannot claim back her two wheeler from Mr. A, but she can claim the price of the two wheeler from Ms. K only.
- (ii) It may be noted that where the goods have been delivered by a person on “sale or return” on the terms that the goods were to remain the property of the seller till they are paid for, the property therein does not pass to the buyer until the terms are complied with, i.e., price is paid for.

Hence, in this case, it is held that at the time of pledge, the ownership was not transferred to Ms. K. Thus, the pledge was not valid and Ms. R could recover the two wheeler from Mr. A.

11. According to Section 15 of the Sale of Goods Act, 1930, where the goods are sold by sample as well as by description, the implied condition is that the goods supplied shall correspond to both with the sample and the description. In case, the goods do not correspond with the sample or with description or vice versa or both, the buyer can repudiate the contract.

Further, as per Section 16(1) of the Sales of Goods Act, 1930, when the buyer makes known to the seller the particular purpose for which the goods are required and he relies

on the judgment or skill of the seller, it is the duty of the seller to supply such goods as are reasonably fit for that purpose.

- (i) In the given case, Mr. M had revealed Mr. T that he wanted the exhaust fan for the kitchen. Since the table fan delivered by Mr. T was unfit for the purpose for which Mr. M wanted the fan, therefore, T cannot refuse to exchange the fan.
- (ii) When one party does not fulfill his obligation according to the agreed terms, the other party may treat the contract as repudiated or can insist for performance as per the original contract. Accordingly, the remedy available to Mr. M is that he can either rescind the contract or claim refund of the price paid by him or he may require Mr. T to replace it with the fan he wanted.

12. Essentials of Contract of Sale

The following elements must co-exist so as to constitute a contract of sale of goods under the Sale of Goods Act, 1930.

- (i) There must be at least two parties.
- (ii) The subject matter of the contract must necessarily be goods.
- (iii) A price in money (not in kind) should be paid or promised.
- (iv) A transfer of property in goods from seller to the buyer must take place.
- (v) A contract of sale must be absolute or conditional [section 4(2)].
- (vi) All other essential elements of a valid contract must be present in the contract of sale.

13. Liability of Firm for Misapplication by Partners (Section 27 of Indian Partnership Act, 1932): Where-

- (a) a partner acting within his apparent authority receives money or property from a third party and misapplies it, or
- (b) a firm in the course of its business receives money or property from a third party, and the money or property is misapplied by any of the partners while it is in the custody of the firm, the firm is liable to make good the loss.

Analysis of section 27:

It may be observed that the workings of the two clauses of Section 27 are designed to bring out clearly an important point of distinction between the two categories of cases of misapplication of money by partners.

Clause (a) covers the case where a partner acts within his authority and due to his authority as a partner, he receives money or property belonging to a third party and misapplies that

money or property. For this provision to be attracted, it is not necessary that the money should have actually come into the custody of the firm.

On the other hand, the provision of clause (b) would be attracted when such money or property has come into the custody of the firm and it is misapplied by any of the partners.

The firm would be liable in both the cases.

- 14.** According to section 35 of the Indian Partnership Act, 1932, where under a contract between the partners the firm is not dissolved by the death of a partner, the estate of a deceased partner is not liable for any act of the firm done after his death.

Further, in order that the estate of the deceased partner may be absolved from liability for the future obligations of the firm, it is not necessary to give any notice either to the public or the persons having dealings with the firm.

In the given question, JR Limited has supplied furniture to the partnership firm, after P's death. The firm did not give notice about P's death to public or people dealing with the firm. Afterwards, the firm became insolvent and could not pay JR Limited.

In the light of the facts of the case and provisions of law:

- (i) Since the delivery of furniture was made after P's death, his estate would not be liable for the debt of the firm. A suit for goods sold and delivered would not lie against the representatives of the deceased partner. This is because there was no debt due in respect of the goods in P's lifetime.
 - (ii) It will not make any difference even if JR Limited supplied furniture to the firm believing that all the three partners are alive, as it is not necessary to give any notice either to the public or the persons having dealings with the firm, so the estate of the deceased partner may be absolved from liability for the future obligations of the firm.
- 15.** As per Section 29 of Indian Partnership Act, 1932, a transfer by a partner of his interest in the firm, either absolute or by mortgage, or by the creation by him of a charge on such interest, does not entitle the transferee, during the continuance of the firm, to interfere in the conduct of business, or to require accounts, or to inspect the books of the firm, but entitles the transferee only to receive the share of profits of the transferring partner, and the transferee shall accept the account of profits agreed to by the partners.

In the given case during the continuance of partnership, such transferee Mr. B is not entitled:

- to interfere with the conduct of the business.
- to require accounts.

- to inspect books of the firm.

However, Mr. B 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.

16. It is true to say that Indian Partnership Act, 1932 does not make the registration of firms compulsory nor does it impose any penalty for non-registration.

Following are consequences of Non-registration of Partnership Firms in India:

The Indian Partnership Act, 1932 does not make the registration of firms compulsory nor does it impose any penalty for non-registration. However, under Section 69, non-registration of partnership gives rise to a number of disabilities which we shall presently discuss. Although registration of firms is not compulsory, yet the consequences or disabilities of non-registration have a persuasive pressure for their registration. These disabilities briefly are as follows:

- (i) **No suit in a civil court by firm or other co-partners against third party:** The firm or any other person on its behalf cannot bring an action against the third party for breach of contract entered into by the firm, unless the firm is registered and the persons suing are or have been shown in the register of firms as partners in the firm. In other words, a registered firm can only file a suit against a third party and the persons suing have been in the register of firms as partners in the firm.
 - (ii) **No relief to partners for set-off of claim:** If an action is brought against the firm by a third party, then neither the firm nor the partner can claim any set-off, if the suit be valued for more than ₹ 100 or pursue other proceedings to enforce the rights arising from any contract.
 - (iii) **Aggrieved partner cannot bring legal action against other partner or the firm:** A partner of an unregistered firm (or any other person on his behalf) is precluded from bringing legal action against the firm or any person alleged to be or to have been a partner in the firm. But, such a person may sue for dissolution of the firm or for accounts and realization of his share in the firm's property where the firm is dissolved.
 - (iv) **Third party can sue the firm:** In case of an unregistered firm, an action can be brought against the firm by a third party.
17. **Designated Partner [Section 2(j) of the LLP Act, 2008]:** "Designated partner" means any partner designated as such pursuant to section 7.

According to section 7 of the LLP Act, 2008:

- (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.
- (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.
- (iii) *Resident in India*: 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.

- 18.** As per Section 2(6) of the Companies Act, 2013, an Associate Company 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.

The term “significant influence” means control of at least 20% of total share capital, or control of business decisions under an agreement.

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

- (a) Paid-up equity share capital; and
- (b) Convertible preference share capital.

In the given case, as ABC Ltd. has allotted equity shares with voting rights to XYZ Limited of ₹ 15 cr, which is less than requisite control of 20% of total share capital (i.e 100 cr) to have a significant influence of XYZ Ltd. Since the said requirement is not complied, therefore ABC Ltd. and XYZ Ltd. are not associate companies as per the Companies Act, 2013. Holding/allotment of non-convertible debentures has no relevance for ascertaining significant influence.

- 19. Government Company [Section 2(45) of the Companies Act, 2013]:** Government Company means any company in which not less than 51% of the paid-up share capital is held by-

- (i) the Central Government, or
- (ii) by any State Government or Governments, or
- (iii) partly by the Central Government and partly by one or more State Governments,

and the section includes a company which is a subsidiary company of such a Government company.

In the instant case, paid up share capital of SK Infrastructure Limited is 6,00,000 equity shares of ₹ 100 each. 200,000 equity shares are held by Central government and 1,20,000

equity shares are held by Government of Maharashtra. The holding of equity shares by both government is 3,20,000 which is more than 51% of total paid up equity shares.

Hence, SK Infrastructure Limited is a Government company.

- 20.** As per the provisions of Sub-Rule (7) of Rule 3 of the *Companies (Incorporation) Rules, 2014*, an OPC cannot convert voluntarily into any kind of company unless two years have expired from the date of its incorporation, except threshold limit (paid up share capital) is increased beyond fifty lakh rupees or its average annual turnover during the relevant period exceeds two crore rupees.

In the instant case, Mr. Anil formed an OPC on 16th April, 2018 and its turnover for the financial year ended 31st March, 2019 was ₹ 2.25 Crores. Even though two years have not expired from the date of its incorporation, since its average annual turnover during the period starting from 16th April, 2018 to 31st March, 2019 has exceeded ₹ 2 Crores, Mr. Anil can convert the OPC into a private limited company along with Sunil.

PART - 2B: BUSINESS CORRESPONDENCE AND REPORTING

Part II: Questions and Answers

Questions

Part-A

Chapter-1 Communication

- 1 How is wheel and spoke network different from star network in communication?
- 2 Listening is important for effective Communication. Comment.
- 3 Briefly explain different types of non-verbal communication.

Part-B

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

1. Change the following sentences into passive voice.
 1. Do you buy books from the market?
 2. The goldsmith makes the ring.
 3. The father does not close the shop.
 4. Who teaches you English?
 5. Does he finish the work in a month?
2. Change the following sentences into active voice.
 1. Why is a letter read by Mohan?
 2. The old man is not helped by the soldier.
 3. By whom is he praised?
 4. A letter is read by John.
 5. The crystal vase has been broken by somebody.
3. Change the following sentences into indirect speech.
 1. Clinton said, "I am very busy now."
 2. "I know her address", said John.
 3. Ravi said, "What is Heena doing?"
 4. Vidisha said, "Ananya took pasta."
 5. She said, "Water boils at 100 degree."

Chapter-3 Vocabulary

- 1 In the following question, out of the four alternatives, select the one which best expresses the best meaning of the given word.
1. Abate
 - a. Improve
 - b. decrease
 - c. subvert
 - d. sharpen
 2. Renounce
 - a. Relinquish
 - b. withdraw
 - c. forgive
 - d. punish
 3. Altruism
 - a. Misery
 - b. indifference
 - c. veracity
 - d. generosity
 4. Cryptic
 - a. Spurious
 - b. obscure
 - c. imposing
 - d. superficial
 5. Aggrandize
 - a. Enhance
 - b. develop
 - c. captivate
 - d. flaunt
- 2 In the following question, out of the given four alternatives, select the one which is opposite in meaning of the given word.
1. Approbate
 - a. Ingratitude
 - b. condemn
 - c. dissatisfaction
 - d. master
 2. Sapient
 - a. Hunched
 - b. strong
 - c. simple
 - d. simian
 3. Impecunious
 - a. Wealthy
 - b. cautious
 - c. hungry
 - d. tardy
 4. Dissuade
 - a. Encourage
 - b. intrigue
 - c. trigger
 - d. tarnish
 5. Squander
 - a. Waste
 - b. liberate
 - c. economize
 - d. presume
- 3 Read the following sentences and choose the meanings of highlighted idioms from the 4 options given with each sentence.
1. The chairman **pulled a long face** when the house did not accept the suggestions put forth by him.
 - A. To look disappointed

- B. To get annoyed
 - C. To be agitated
 - D. To make a quarrel.
2. Due his bad habit of borrowing money from others, he will **be in the mire** one day.
- A. to be punished
 - B. To be imprisoned
 - C. To be insulted
 - D. to be in trouble.
3. The chairman of the corporation **plays a second fiddle** to the minister.
- A. To extend a helping hand
 - B. To play a secondary role.
 - C. To be guiding person.
 - D. To be facilitator.
4. He had **to go through the motion** of starting with this new project as he was least interested to take up it.
- A. To complete quickly.
 - B. To do a work without enthusiasm
 - C. To do without any interest.
 - D. To work at a slow speed.
5. A fair weather friend always tries **to fish in troubled waters** of his friends and benefactors.
- A. To borrow money
 - B. To steal belongings of
 - C. To get benefit in bad situation.
 - D. To extend a helping hand.

Part-C

Chapter-4 Comprehension

1 Read the following passages and answer the questions at the end of each passage.

Passage 1

The Mars Orbiter Mission (MOM) or Mangalyaan, is a space probe launched by the Indian Space Research Organization on November 5, 2013.

Mangalyaan was India's first interplanetary mission. The indigenously-built space probe has been in the Martian orbit since September 24, 2014. The mission made India the first Asian country, and the fourth in the world after Roscosmos, NASA, and the European Space Agency, to get to the planet. China referred to India's successful Mangalyaan as the "Pride of Asia".

India's Mangalyaan mission is aimed at studying Martian atmosphere. Its objective is to explore Martian surface features, mineralogy, morphology and atmosphere using indigenous scientific instruments. A crucial objective of MOM was to develop technologies required in planning, designing, management and operations of an interplanetary mission.

MOM was launched aboard PSLV C-25 (an XL version of the PSLV). It carried 850 kg of fuel and 5 science payloads including a Mars Color Camera (MCC) which it has been using to study the Martian surface and atmosphere since entering the orbit successfully. The spacecraft is tracked by the Indian Deep Space Network (IDSN), located near Bengaluru and complemented by NASA-JPL's Deep Space Network. ISRO spent \$75 million to launch the mission, making it the least-expensive Mars mission to date.

On September 24, 2018, MOM completed four years in its orbit around Mars, although the designed mission life was only six months. ISRO now plans to develop and launch a follow-up mission called Mars Orbiter Mission 2 (MOM-2 or Mangalyaan-2) in 2024.

- (1) Select a suitable synonym for the word 'indigenously':
 - (a) Well built
 - (b) Built natively
 - (c) Built for the first time
 - (d) Forcibly built
- (2) How much more time did MOM space probe spend as compared to the actual designed mission life?
 - (a) 4 years
 - (b) 6 months
 - (c) 3 years 6 months
 - (d) 2.5 years
- (3) 'Pivotal means the same as which word used in the passage _____
- (4) Study of minerals is known as _____ (as given in the text)
- (5) Which of the following is/are true according to the passage?
 - (A) The Mangalyan carried 850 kilo calorie of fuel.
 - (B) India became the first Asian country to reach Mars
 - (C) The space craft has been in the Martian orbit since 5th November, 2013

- (D) MOM was one of the least expensive missions to Mars till date.
- (a) Only A
- (b) Both A and B
- (c) Both B and D
- (d) All of the above

Passage 2

Bitcoin has grabbed headlines over the past year for its massive spike in value and the ensuing rush to regulate it, followed by a nasty crash. However, the real story is the degree to which Bitcoin democratizes global financial systems.

While Bitcoin may often be referred to as anonymous money, its blockchain is also perfectly transparent and may be inspected by anybody at will. That apparent contradiction makes it a revolutionary way for people around the world to realize greater financial freedom: Bitcoin does to money what the internet did to information by providing indiscriminate access to a decentralized financial system.

Bitcoin is not just a cryptocurrency, but also a new financial system comprised of many components. It was invented in 2008 by the mysterious Satoshi Nakamoto and released shortly after to the public. Most importantly, Bitcoin is not controlled or owned by any individual, corporation, or government. It extensively uses cryptography and relies on a peer-to-peer network. The Bitcoin protocol lays out the rules of this financial system, including how many Bitcoins can exist, and how they are created and transferred between participants. This protocol is incredibly difficult to change, as any change requires overwhelming consensus from its participants.

While Bitcoin had existed for some time, one of the first spikes had been largely attributed to the economic crisis in Cyprus. Crypto-currency suddenly offered a more appealing way of housing money with promise of constant access. But while the extent of that relationship was debated, it was just the spark that lit the fuse.

The irony doesn't escape us here, but it's still an important point to make. The limited number of Bitcoins means that inflation just doesn't happen. So intrigue leads to demand, and the only way is up.

- 1) Bitcoin extensively uses:
 - (a) Overwhelming consensus
 - (b) Cryptography
 - (c) Control by an individual

- (d) None of these
- 2) State one ironical fact mentioned about bitcoin in the passage.
- 3) The phrase '**indiscriminate access**' can mean:
- (a) A thoughtful control
 - (b) Controlled by all
 - (c) Secret control
 - (d) Aimless control
- 4) Choose an appropriate synonyms for the word 'overwhelming' as used in the passage:
- (a) Astounding
 - (b) Reality
 - (c) Unknown
 - (d) Reactive
- 5) Why are Bitcoin protocols difficult to change?
- (a) There are no protocols at all
 - (b) Bitcoin currency is limited
 - (c) Change is the only constant
 - (d) All participants need to give their consensus

Passage 3

Sportsmanship can be conceptualized as an enduring and relatively stable characteristic or disposition such that individuals differ in the way they are generally expected to behave in sports situations. In general, sportsmanship refers to virtues such as fairness, self-control, courage, and persistence, and has been associated with interpersonal concepts of treating others and being treated fairly, maintaining self-control if dealing with others, and respect for both authority and opponents. Sportsmanship is also looked at as being the way one reacts to a sport/game/player.

The four elements of sportsmanship are often shown being good form, the will to win, equity and fairness. All four elements are critical and a balance must be found among all four for true sportsmanship to be illustrated. These elements may also cause conflict, as a person may desire to win more than play in equity and fairness and thus resulting in a clash within the aspects of sportsmanship. This will cause problems as the person believes they are being a good sportsman, but they are defeating the purpose of this idea as they are ignoring two key

components of being sportsman like. When athletes become too self-centred, the idea of sportsmanship is dismissed.

Today's sporting culture, in particular the base of elite sport, places great importance on the idea of competition and winning and thus sportsmanship takes a back seat as a result. In most, if not all sports, sportsmen at the elite level make the standards on sportsmanship and no matter whether they like it or not, they are seen as leaders and role models in society.

- 1) Sportsmanship take a back seat in the current sports culture because:
 - (a) Leaders have become superstars
 - (b) There is more emphasis on winning
 - (c) It requires self- control and fairness
 - (d) Both a and b
- 2) Sportsmanship refers to virtues such as:
 - (a) Ignorance
 - (b) Fairness
 - (c) Persistence
 - (d) Both b and c
- 3) Select an antonym for the word **self centred**
 - (a) Giving
 - (b) Narcissist
 - (c) Ideal
 - (d) Selfish
- 4) What is the **Main idea** of the passage:
 - (a) Sportsmanship is a challenge, which not everyone can take
 - (b) Sportsmanship is not just about playing but about being a team player and disciplined
 - (c) Sportsman become super stars and forget their duties
 - (d) Life without sports is dull and mundane
- 5) 'Sportsmanship is also looked at as being the way one reacts to a sport/game/player'. What does the author mean by saying this?
 - (a) To play a sport is not an easy task

- (b) One needs to learn the game and play it as well
- (c) Do not disrespect any sport or player
- (d) The attitude towards the game and the players makes you a sportsman

Chapter-5 Note Making

- 1 Read the following passages and
 - (i) Prepare notes with appropriate abbreviations wherever necessary.
 - (ii) Write summary

Passage-1

There is nothing more frustrating than when you sit down at your table to study with the most sincere of intentions and instead of being able to finish the task at hand, you find your thoughts wandering. However, there are certain techniques that you can use to enhance your concentration. "Your concentration level depends on a number of factors," says Samuel Ghosh, a social counsellor. "In order to develop your concentration span, it is necessary to examine various 2 facets of your physical and internal environment," she adds.

To begin with one should attempt to create the physical environment that is conducive to focussed thought. Whether it is the radio, TV or your noisy neighbours, identify the factors that make it difficult for you to focus. For instance, if you live in a very noisy neighbourhood, you could try to plan your study hours in a nearby library.

She disagrees with the notion that people can concentrate or study in an environment with distractions like a loud television, blaring music etc. "If you are distracted when you are attempting to focus, your attention and retention powers do not work at optimum levels," cautions Ghosh. "Not more than two of your senses should be activated at the same time," she adds. What that means is that music that sets your feet tapping is not the ideal accompaniment to your books.

Also do not place your study table or desk in front of a window. "While there is no cure for a mind that wants to wander, one should try and provide as little stimulus as possible. Looking out of a window when you are trying to concentrate will invariably send your mind on a tangent," says Ghosh.

The second important thing, she says, is to establish goals for oneself instead of setting a general target and then trying to accomplish what you can in a haphazard fashion. It is very important to decide what you have to finish in a given span of time. The human mind recognizes fixed goals and targets and appreciates schedules more than random thoughts. Once your thoughts and goals are in line, a focussed system will follow.

She recommends that you divide your schedule into study and recreation hours. When you study, choose a mix of subjects that you enjoy and dislike and save the former for the last so that you have something to look forward to. For instance, if you enjoy verbal skill tests more

than mathematical problems, then finish Maths first. Not only will you find yourself working harder, you will have a sense of achievement when you wind up.

Try not to sit for more than 40 minutes at a stretch. Take a very short break to make a cup of tea or listen to a song and sit down again. Under no circumstances, should one sit for more than one and a half hours. Short breaks build your concentration and refresh your mind. However, be careful not to overdo the relaxation. It may have undesired effects.

More than anything else, do not get disheartened. Concentration is merely a matter of disciplining the mind. It comes with practice and patience and does not take very long to become a habit for life.

Passage-2

Research has shown that the human mind can process words at the rate of about 500 per minute, whereas a speaker speaks at the rate of about 150 words a minute. The difference between the two at 350 is quite large.

So a speaker must make every effort to retain the attention of the audience and the listener should also be careful not to let his mind wander. Good communication calls for good listening skills. A good speaker must necessarily be a good listener.

Listening starts with hearing but goes beyond. Hearing, in other words is necessary but is not a sufficient condition for listening. Listening involves hearing with attention. Listening is a process that calls for concentration. While, listening, one should also be observant. In other words, listening has to do with the ears, as well as with the eyes and the mind. Listening is to be understood as the total process that involves hearing with attention, being observant and making interpretations. Good communication is essentially an interactive process. It calls for participation and involvement. It is quite often a dialogue rather than a monologue. It is necessary to be interested and also show or make it abundantly clear that one is interested in knowing what the other person has to say.

Good listening is an art that can be cultivated. It relates to skills that can be developed. A good listener knows the art of getting much more than what the speaker is trying to convey. He knows how to prompt, persuade but not to cut off or interrupt what the other person has to say. At times the speaker may or may not be coherent, articulate and well organised in his thoughts and expressions. He may have it in his mind and yet he may fail to marshal the right words while communicating his thought.

Nevertheless, a good listener puts him at ease, helps him articulate and facilitates him to get across the message that he wants to convey. For listening to be effective, it is also necessary that barriers to listening are removed. Such barriers can be both physical and psychological. Physical barriers generally relate to hindrances to proper hearing whereas psychological barriers are more fundamental and relate to the interpretation and evaluation of the speaker and the message.

Passage-3

The Great Wall of China was built to link existing fortifications into a united defence system and better keep invading Mongol tribes out of China. It is the largest man-made monument ever to have been built . and it is said that it is the only one visible from space. Many thousands of people must have given their lives to build this huge construction.

The Great Wall of China is a series of towers made of stone, brick, earth, wood and other materials, generally built along an east-to-west line across the historical northern borders of China to protect the Chinese states and empires against the raids and invasions of the various nomadic groups of the Eurasian Steppe. Several walls were being built as early as the 7th century BCE; these, later joined together and made bigger and stronger, are now collectively referred to as the Great Wall. Especially famous is the wall built (220-206 BCE) by Qin Shi Huang, the first Emperor of China. Little of that wall remains. Since then, the Great Wall has on and off been rebuilt, maintained and enhanced; the majority of the existing wall is from the Ming Dynasty (1368-1644).

Other purposes of the Great Wall have included border controls, allowing the imposition of duties on goods transported along the Silk Road, regulation or encouragement of trade and the control of immigration and emigration. Furthermore, the defensive characteristics of the Great Wall were enhanced by the construction of watchtowers, troop barracks, garrison stations, signalling capabilities through the means of smoke or fire and the fact that the path of the Great Wall also served as a transportation corridor.

The Great Wall stretches from Dandong in the east to Lop Lake in the west, along an arc that roughly delineates the southern edge of Inner Mongolia. A comprehensive archaeological survey, using advanced technologies, has concluded that the Ming walls measure 8,850 km. This is made up of 6,259 km sections of actual wall, 359 km of trenches and 2,232 km of natural defensive barriers such as hills and rivers. Another archaeological survey found that the entire wall with all of its branches measures out to be 21,196 km.

King Zheng of Qin conquered the last of his opponents and unified China as the First Emperor of the Qin dynasty ("Qin Shi Huang") in 221 BCE. Intending to impose centralized rule and prevent the resurgence of feudal lords, he ordered the destruction of some sections of the walls, however, he ordered a building of new walls to connect the remaining fortifications along the empire's northern frontier. Transporting a large number of materials required for construction was difficult, so builders always tried to use local resources. Stones from the mountains were used over mountain ranges, while earth was used for construction in the plains. The Great Wall concept was revived under the Ming dynasty in the 14th century, to gain a clear upper hand over the Mongolian tribes.

Chapter- 7 Precis Writing

Read the following passages and write a suitable precis:

Passage-1

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.

Passage-2

Every year it seems like there's another disastrous wildfire in the American West. In 2018, nearly 9 million acres were burned in the US alone. Uncontrolled fires often started accidentally by people, rampage and decimate forests. For most people, forest fire is synonymous with disaster. But there are some kinds of forest fires that actually benefit the environment. A controlled burn is a wildfire that people set intentionally for a specific purpose. Well-thought out and well-managed controlled burns can be incredibly beneficial for forest management—in part because they can help stop an out-of-control wildfire. The technique is called back-burning, and it involves setting a controlled fire in the path of the approaching wildfire. All the flammable material is burnt up and extinguished. When the wildfire approaches, there's no more fuel left for it to keep going, and it dies out. Controlled burns are also used to prevent forest fires. Even before human involvement, natural, low-intensity wildfires occurred every few years to burn up fuel, plant debris, and dead trees, making way for young, healthy trees and vegetation to thrive. That new growth in turn supports forest wildlife. Forest managers are now replicating this natural strategy when appropriate, starting manageable, slow-burning fires to make room for new life that will help keep the forest healthy in the long term.

Passage-3

Buddhism is a major global religion with a complex history and system of beliefs. Historians estimate that the founder of Buddhism, Siddhartha Gautama, lived from around 566 to 480 B.C. The son of an Indian warrior-king, Gautama led an extravagant life through early adulthood, reveling in the privileges of his social caste.

After encountering an old man, an ill man, a corpse and an ascetic, Gautama was convinced that suffering lay at the end of all existence. He renounced his princely title and became a monk,

depriving himself of worldly possessions in the hope of comprehending the truth of the world around him. The culmination of his search came while meditating beneath a tree, where he finally understood how to be free from suffering, and ultimately, to achieve salvation. The Four Noble Truths comprise the essence of Buddha's teachings, though they leave much left unexplained. They are the truth of suffering, the truth of the cause of suffering, the truth of the end of suffering, and the truth of the path that leads to the end of suffering. More simply put, suffering exists; it has a cause; it has an end; and it has a cause to bring about its end. The notion of suffering is not intended to convey a negative world view, but rather, a pragmatic perspective that deals with the world as it is, and attempts to rectify it. The concept of pleasure is not denied, but acknowledged as fleeting. Pursuit of pleasure can only continue what is ultimately an unquenchable thirst. The same logic belies an understanding of happiness. In the end, only aging, sickness, and death are certain and unavoidable.

Chapter-8 Article Writing

- 1 Write an article on the following topics:
 - (i) Social Media bad for Youth
 - (ii) Building Trust at Place of Work

Chapter-9 Report Writing

- 1 You are the branch manager of a bank XYZ. Write a report showing the decline in the number of new customers and new accounts. Give reasons.
- 2 As a member of the finance team of a Pharma company, you have been asked to compile a report justifying the downfall in the turnover/sales target in the last quarter for certain drugs/medicines. The report needs to be submitted to higher authorities with details, data and figures.
- 3 As the Manager, Sales and Marketing of a multi cuisine restaurant chain, compile a report discussing ways of attracting customers, after the covid-19 and the lockdown.

Chapter-10 Letter Writing

- 1 Write a letter to your Manager telling him that the office equipment you have ordered will arrive a week later than planned.
2. Write a letter to Mr. Shyam accepting the invitation as a guest speaker for a Talk.
- 3 Write a letter to the Rotary Club manager for enquiring about the availability of the conference hall and other booking details.

Chapter-11 Writing Mails

1. Write an email to your colleague from IT Department inviting them for the meeting regarding the discussion of current problems with the computer systems. You are ABC, from the Legal team. Draft the email including the details of meeting.

2. You are representative, Marketing at XXX Solutions that provides Corporate training. Write a mail to prospective client explaining the services.

Chapter-12 Resume Writing

1. Write a chronological resume, applying for article ship in a firm.
2. Write a functional resume to apply for applications in the Accounts Department as an accounts officer.
3. Write a chronological resume, applying for industrial training in an organization.

Chapter 13 Meetings

1. Your company, primarily into FMCG has witnessed a steep rise in a consumer product over the last six months. You can mention the product as soaps, detergents, sanitizers etc. Prepare the minutes of the meeting for the same. Members in the meeting: Head of the Sales and Marketing, Product Head, Product lead and few team members.
2. As an employee of a medical firm, prepare the agenda of a meeting discussing the pros and cons of the new vaccine for Covid 19. And discuss how it is going to affect your company sales. Use the tabular format and include senior executives in the meeting.

SUGGESTED ANSWERS

Part-A

Chapter-1 Communication

1. In an organisation with a wheel and spoke kind of communication network, there is a single authority that issues instructions and orders to all employees. This works well in a small set up with a few employees where there is only a single competent authority taking all decisions. Whereas in a star communication network there are multiple channels of communication open between all members. The members communicate and exchange information with each other freely, without any hindrance or hesitation. This will work well in a large organisation where there are multiple authorities at different levels managing separate sections/departments.
2. Patient listening is critical for interpreting the message in the right perspective and context. A good listener does not only listen to the spoken words, but observes carefully the nonverbal cues to understand the complete message. He absorbs the given information, processes it, understands its context and meaning and to form an accurate, reasoned, intelligent response.
3. **Nonverbal Communication:** Nonverbal communication is the process of communicating by sending and receiving wordless messages. These messages can aid verbal

communication, convey thoughts and feelings contrary to the spoken words or express ideas and emotions on their own.

- **Physical nonverbal communication: An individual's body language that is,** facial expressions, stance, gestures, tone of voice, touch, and other physical signals constitute this type of communication. For example, leaning forward may mean friendliness, acceptance and interest, while crossing arms can be interpreted as antagonistic or defensive posture.
- **Paralanguage:** The way you say something, more than the actual words used, reveal the intent of the message, The voice quality, intonation, pitch, stress, emotion, tone, and style of speaking, communicates approval, interest or the lack of it.

Part-B

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

1.
 1. Are books bought from the market by you?
 2. The ring is made by the goldsmith.
 3. The shop is not closed by the father.
 4. By whom are you taught English?
 5. Is the work finished by him in a month?
2.
 1. Why does Mohan read a letter?
 2. The soldier does not help the old man.
 3. Who praises him?
 5. John reads a letter.
 6. Someone has broken the crystal vase.
3.
 1. Clinton said that he was very busy then.
 2. John said that he knew her address.
 3. Ravi asked me what Heena was doing.
 4. Vidisha said that Ananya had taken pasta.
 5. She told that water boils at 100 degree.

Chapter-3 Vocabulary

1. 1.b. 2.a. 3.d. 4. d 5.a.
2. 1.b. 2 c. 3 a. 4. a 5.c.
3. 1. A 2. D 3. B 4. B 5. C

Part-C

Chapter-4 Comprehension

1. Passage 1

- 1) b
- 2) c
- 3) Crucial
- 4) Mineralogy
- 5) c

Passage 2

- 1) b
- 2) It is called anonymous money but its blockchain is transparent to all
- 3) d
- 4) a
- 5) d

Passage 3

- 1) b
- 2) d
- 3) a
- 4) b
- 5) d

Chapter-5 Note Making

Passage-1

Title: Techniques to Enhance Concentration

1. Hurdles to Concen.

- 1.1 wandering thoughts
- 1.2 radio or TV
- 1.3 noisy environ.
- 1.4 distracting environ.

2. Techniques to enhance Conc.

- 2.1 examine environmental factors- both phys. & internal
- 2.2 identify the distracting factors
- 2.3 activate one sense at a time
- 2.4 keep study table away from the window

3. Managing conc.

- 3.1 estab. specific goals rather than gen. targets
- 3.2 set your thoughts & goals in line
- 3.3 time mgmt.

4. Recommendations

- 4.1 estab. your goals & schedules
- 4.2 plan your study and recreat.nl hrs.
- 4.3 make conc. a habit for life

5. Ultimate help

- 5.1 don't get disheartened
- 5.2 discipline the mind
- 5.3 practice & develop patience

Key

conc. – concentration
environ. – environment
phys. – physical
& – and
mgmt – management
estab – establish
gen. – general
recreat.nl – recreational
hrs. – hours

Summary: There can be many hurdles to concentration. Your wandering thoughts, radio, TV and a noisy or distractive environment. But one can overcome these hurdles by following certain techniques to enhance concentration. The environmental facets-both physical and internal need to be identified and dealt with separately, one at a time. Concentration can also be managed by establishing specific goals instead of setting general targets. Our goals and thoughts should be set in line and we also need to manage time. The recommendations for improving concentration

are that one should establish goals and schedules and plan his study and recreational hours. This will make concentration a habit for life.

Title: The Art of Good Listening and Speaking

1. Research has shown:

- 1.1 human mind processes words @ 500/ min.
- 1.2 spkr. speaks @ 150 words/min.
- 1.3 large diff. b/ w the two – at 350.

2. Essentials to being a good spkr. & listener:

- 2.1 spkr. should be able to retain aud. attention.
- 2.2 listener should not let his mind wander.
- 2.3 a good spkr. must be a good listener also.

3. Listening skills:

- 3.1 start with hearing – tho' it is not a sufficient condition
- 3.2 involve hearing with attention
 - 3.2.1 being observant
 - 3.2.2 using one's ears, eyes & mind
 - 3.2.3 calls for participation & involvement
 - 3.2.3 It is dial, rather than monologue.

4. Good listening is an art:

- 4.1 can be cultivated & its skills can be developed
- 4.2 A good listener knows
 - 4.2.1 how to get much more than what spkr. wants to convey
 - 4.2.2 to be prompt, persuade without interruption
- 4.3 A good listener
 - 4.3.1 puts spkr. at ease
 - 4.3.2 helps him articulate
 - 4.3.3 facilitates him to get across msg. he wants to convey

5. Barriers to listening

- 5.1 phys.
 - 5.1.1 relating to hindrances to proper listening

5.2 Psycho.

5.2.1 more fundamental

5.2.2 related to interpretation & evaluation of spkr. and msg.

Key: List of Abbreviations

@ – at the rate of

/ – per

min. – minute

spkr. – speaker

diff. – difference

b/w – between

aud. – audience

tho' – though

& – and

dial. – dialogue

msg. – message

phys. – physical

psycho. – psychological

Summary: There is a vast difference between words the human mind can process and speak. The speaker must be able to retain audience attention and also be a good listener. Listening goes beyond hearing, it is hearing with attention and calls for concentration. One also needs to be observant, using not only one's ears but also one's eyes and mind. Good listening needs participation and involvement and involves dialogue more than monologue. It is an art that needs to be cultivated. A good listener must know how to be prompt and persuade but not interrupt the other person. He puts the speaker at ease, helps him to articulate and get across the message he wants to convey. For effective listening physical and psychological barriers need to be removed.

Passage-3

Title: The Great Wall of China

1. Introduction:

1.1 largest man-made monument

1.2 only one visible from space

1.3 many gave their lives to build it

1.4 series of towers made of stone, brick, earth, wood etc.

2. Purpose of building The Great Wall of China:

- 2.1 to link existing fort, into a united defence sys.
- 2.2 keep invading Mongol tribes out of China
- 2.3 have border control
- 2.4 allow the imposition of duties on goods transp. along Silk Road
- 2.5 regulation or encouragement of trade
- 2.6 control of immigration & emigration.

3. Geog. facts:

- 3.1 built along an east-to-west line across Northern China border
- 3.2 protects Chinese states and empire against raids and invasions
- 3.3 several walls built-in 7th cent. BCE
- 3.4 later joined & made bigger & stronger
- 3.5 stretches from Dandong in east to Lop Lake in west

4. Historical facts:

- 4.1 built by Qin Shi Huang esp. famous
- 4.2 little remains
- 4.3 since then Great Wall has been rebuilt, maintained & enhanced
- 4.4 Maj. of existing wall is from Ming dynasty

5. Ming Wall-Archaeological survey concludes:

- 5.1 measures 8,850 km.
- 5.2 includes natural defence barriers like hills & rivers
- 5.3 wall & branches measure 21,196 km

List of abbreviations used:

fort. – fortifications
sys. – system
Geog. – Geographical
esp. – especially
7th – Seventh
km – Kilometer
transp. – transported
cent. – century
Maj. – Majority

& – and

(B) Summary: The Great Wall of China, the largest man-made monument and the only one visible from space, is a series of towers built along an east-to-west line across northern China border to protect Chinese states from invasions. Several walls which were built earlier were joined and made bigger and stronger are collectively referred to as the Great Wall. The wall built by the first emperor of China, Qin Shi Huang is especially famous, though little of that wall remains. Since then the Great wall has been rebuilt and enhanced. The majority of the existing wall is from the Ming Dynasty.

Chapter-7 Precis Writing

Passage-1 Title: Humans : The Social Beings

Human beings are social animals with actions and desires that are connected to society. In almost all matters of life, like clothes, food, knowledge and beliefs, humans have been dependent on the society, past or present. A lonely man would be as good as a beast with no social life and no learning. Every aspect of man's existence can be owed to the society and surroundings he lives in.

Passage-2 Title: Preventing Wild Fires

Uncontrolled wild forest fires have been common in the American west. It leads to massive destruction of forest life and has many after effects. Intentional burning called back burning is a new technique developed to control and prevent the spread of natural wild fires. Forest managers are trying to use the technique to remove old plant and animal debris and give way to new and healthy life.

Passage-3 Title: Buddhism

Siddharth Gautama, popularly known as Gautam Buddha was the founder of the Buddhist religion. Although the son of a warrior prince, he left his princely luxuries in search of 'the truth' and finally received 'enlightenment' under a tree. The four noble truths are the main principles of Buddhism. They preach about suffering, the cause of suffering, the end of suffering and the path that leads to the end of suffering. Pleasure and happiness continue to be an unquenchable thirst whereas aging, sickness and death are realities of life.

Chapter-8 Article Writing

1. (i) Three billion people, around 40% of the world's population, use online social media – and we're spending an average of two hours every day sharing, liking, tweeting and updating on these platforms, according to some reports. That breaks down to around half a million tweets and Snapchat photos shared every minute. With social media playing such a big part in our lives, could we be sacrificing our mental health and well-being as well as our time?

People use social media to vent about everything from customer service to politics, but the downside to this is that our feeds often resemble an endless stream of stress.

In 2015, researchers at the Pew Research Center based in Washington DC sought to find out if social media induces more stress than it relieves. In the survey of 1,800 people, women reported being more stressed than men. Twitter was found to be a “significant contributor” because it increased their awareness of other people’s stress. But Twitter also acted as a coping mechanism – and the more women used it, the less stressed they were. The same effect wasn’t found for men, whom the researchers said had a more distant relationship with social media. Overall, the researchers concluded that social media use was linked to “modestly lower levels” of stress.

Anxiety, depression, sleep are concerns youngsters should be careful about.

All the same self-esteem and wellbeing are also social media effects according to a study . But there are varied opinions and therefore still ambiguous. Social media used for educational purposes is a blessing. Facebook had a positive effect on self-esteem compared to other activities that boost self-awareness. Mirrors and photos, the researchers explained, make us compare ourselves to social standards, whereas looking at our own Facebook profiles might boost self-esteem because it is easier to control how we’re presented to the world.

- (ii) Successful business requires collaboration and teamwork. For team relationships to work well, we need high levels of trust. But how we build trust can differ from person to person, culture to culture.

There are many aspects of building trust. One aspect is to demonstrate that we are caring, fair, open and honest human beings. In other words, we can build trust by showing our character. This is how we can adapt in a new work environment by being acceptable of people and receptive towards them. Understanding predicaments of others and empathising with them or suggesting possible solutions also works as others perceive you as a friend and well-wisher. The other aspect is by letting others know that we are capable, experienced and have achieved excellent results. This way of building trust emphasises our competence, commitment and allegiance towards our employer/organization. Being a dependable team member who can deliver under pressure and stringent timelines will gradually prove that we have a strong work ethic and for us the interest of the organization comes first. Even in times of crises, if we put in our best efforts regardless of the outcome, we will still establish ourselves as trustworthy, honest and sincere employee.

At the same time we need to be wary of how we are perceived by others. We should be firm and polite rather being aggressive and rude towards others thus avoiding conflicts. Even if conflict arises, we should be able to resolve it amicably. By closely observing the context and how our team mates or bosses are responding to our trust-building efforts, we can adapt the way we build trust to in the best interest of the organization.

Chapter-9 Report Writing**Hints:****1.**

- Objective of the report
- Concerns
- Research study
- Observation and Reasons
- Conclusion
- Steps that can be taken to increase the client base
- Mention the date, location and name of the bank branch. A small data comparing the last year's new customers versus this years'.
- Mention the designation of the undersigned.

2.

- Name of the organization (Pharmacy company)
- Title of the report (mention the quarter/year)
- Financial results (Quarterly basis)
- Expected reasons for downfall in sales
 - High Attrition due to pandemic
 - Low penetration
 - Emerging new markets
- Suggestions/Measures
 - Inducting more people in the Sales team
 - Competitive Pricing
 - Introducing generic medicines/drugs
 - Home Delivery of medicines

3.

- Name and address of the multi cuisine restaurant
- New attractions for customers (Practical measures adopted)

- New Menu complete with immunity boosting dishes
- Free Welcome drink(Kadha)
- Change set-up to ensure social distancing
- Discounts offered at weekends/happy hours during week-days
- Discount coupons for regular customers
- Live music
- Home Delivery

Chapter-10 Letter Writing

1. From Address

Date in full

To Address

Subject : Office equipment delayed.

Dear Sir

I have ordered some new PC'S and Monitors. Unfortunately, the Monitors will arrive in the second week of March. I apologise for the delay caused by the lockdown.

I shall follow up with the vendor for an early delivery.

Regards,

Shyam

Purchase officer.

(Name and Signature)

2. From Address

Date in full

To

Address

Subject : With reference to your invitation.

Dear Mr. Shyam,

I am pleased to accept your invitation. Kindly provide the details about the duration of the talk and the participants.

Since I shall be travelling from Chandigarh, I request you to arrange for my accommodation for a day.

Thank you for your invitation.

I look forward to meeting you .

Regards,

Ram

3. From Address

Date in full

To Address

Subject: Details of the conference on April 1st.

Dear Sir,

I on behalf of my team at XXX Ltd. would like to book the conference hall from April 1 to 3, 2021 at your club. Please provide the complete booking details during the aforesaid time. The programme schedule is appended herewith.

There will be 15 participants and 5 support staff. We would require tea and snacks during the pre and post lunch sessions and lunch to be served each day. Besides, I would like to book 10 single rooms for our outstation participants from March 31 till April 4, 2021 with bathroom accommodation. You are also requested to arrange for a projector and a white screen. Please send the complete estimate by March 10, 2021. Other details can be finalized later.

Programme

Pre-lunch session: 10 AM till 1 PM

Lunch: 1 till 2 PM

Post Lunch session: 2 PM till 5 PM

Please let me know the cost of the weekend.

I look forward to your earliest response.

Yours faithfully,

Raghav

Manager , XXX Ltd.

Contact Number: xxxxxxxxx

Chapter-11 Writing Mails

1. Dear XYZ,

We are holding a meeting on the current problems with the computer systems with our vendor and I would appreciate it if you could come. Having an expert like yourself there from the IT department is important because of the problems we have had with the loss of customer data.

The meeting will take place next Thursday at 2pm in meeting Conference Room 3 on the 2nd floor in the Main Building.

If there is anything you would like to discuss in the meeting, send it to me by email and I will include it in the meeting's agenda.

Regards,

ABC

Legal Team

2. Dear XXXi,

Subject: Corporate Training

To introduce ourselves, XXX Solutions is a Corporate Training Organization which offers IT and Non IT Domain Training's and support customers around the world in IT Training (from Low-end to High-end Training's comprising

- Microsoft Technologies - Advanced Excel, MS Office Suite, SharePoint, Exchange Server, Biz Talk, etc.
- Certification Programs - ITIL Certification, PMP, Certified Scrum Master
- BI Tools - Power BI, Tableau, SAS, R Programming
- Cloud Computing, Big Data & Hadoop, Devops
- Trending Technology - Machine Learning, Deep Learning, RPA, IoT
- Soft Skill Management Programs which including 41 various sub programs

We are very keen to be associated with you as a trusted vendor and provide quality services to your employees.

For discussion/meeting, please contact the undersigned.

Best Regards,

CCC

Senior Executive, Marketing

XXX Solutions

Chapter-12 Resume Writing

Keshav

822, Adithya flats

RA Puram, Chennai -28.

Xxxxxxxx

Email keshavram @gmail.com

Objective: To be part of a reputed Firm for articleship training where I can learn and practise the nuances of auditing ,accounts and taxation.

Academics:

CA Intermediate	2020	62%
CA Foundation	2019	85%
Class X II	2019 Commerce with Mathematics	98%
Class X	2017	96%

Achievements:

Have been an outstanding student throughout my student career.

Won the All-India School business quiz and won a cash award of Rs. 25,000

Skills:

Exceptionally good at debating and oratory.

Excellent communication and comprehension skills.

Personal Details:

DOB – June 21, 2002

Languages known Hindi, Tamil, English and Marathi

Permanent Address 822 , Adithya flats

RA Puram , Chennai -28.

Declaration

I solemnly declare that all the above information is correct to the best of my knowledge and belief.

Date 26th Feb 2021.

Keshav Ram

Place Chennai

2. Abhinav

9178654321

Mail: Abhinav@gmail.com

Birthday February 21, 2018.

Career objective

Seeking an Accounts Officer's post in a progressive organisation to hone my accounting skills and technical abilities .

Technical skills

Tally

Accounting standards

GST Standards

Personal Skills

Excellent written and verbal communication skills.

Highly organised and efficient

Ability to work independently and as part of a team .

Education

M.Com 2018 XYZ University 69%

B.Com 2016 XYZ University 72%

Experience

Two years of experience from 2018-2020 as Accounts Officer at BBB Electronics Retail Chain

Skills

Taxation (GST), Auditing and Accounts

References

Can be provided upon request.

Declaration

I solemnly declare that all the above information is correct to the best of my knowledge and belief.

Date 26-2- 21

Place Chennai

Abhinav

3. Ananya

123, Aditi Apartments

T. Nagar, Hyderabad .

Xxxxxxxx

Email ananya12 @ict.com

Objective: To be part of a reputed organisation for industrial training where I can enrich my soft skills and hone my technical skills in auditing, accounts and taxation.

Academics:

CA Intermediate	2019	60%
CA Foundation	2017	84%
Class X II	017 Commerce with Mathematics	96%
Class X	2015	95%

Articleship Training

Completed 1.5 years at ABC Pvt. Ltd. Firm top tax consulting firm in Hyderabad

Achievements:

Stood first in Accounts in class XII with 99%

Won first prize in inter school debating competition in class XII

Part of the School Cricket team

Skills:

Exceptionally good at debating and oratory.

Excellent communication and comprehension skills.

Personal Details:

DOB – Nov 12, 2000

Languages known Hindi, Telugu , English

Declaration

I solemnly declare that all the above information is correct to the best of my knowledge and belief.

Date 26th Feb 2021.

Ananya

Place Hyderabad

Chapter -13 Meetings

1. Minutes of the Meeting

Speakers involved were: Head of Sales and Marketing, the Product Head, Product lead, three members of the Sales team.

Date: 1st March, 2021

Meeting started at 10: 00 am.

Mrs. Rama Desai, Head of Sales and Marketing informed the agenda of the meeting i.e the steep rise in the sale of Hand wash (liquid) form.

Mr. Rahul Sharma, Product Head discussed the matter, appreciating the Sales and Marketing team. Suggested to come up with a new variant of the product in different fragrances and volumes.

Ms. Garima Thakur, Costing Head gave a detailed analysis of the figures observed in the last six months.

Her team including Mr. X, Mr. Y and Mr. Z elaborated on the market trends based on the usage of the particular product

All the participants agreed to the decision of introducing a new variant of the product and come back with a detailed report.

Conclusion Stated: ATR to be submitted by 7th March, 2021 to the Head of Sales and Marketing.

2.

Time	Topic	Attendees	Speaker	Duration
9:30 am	Introduction and Welcome note	Name of the participants	Director, Product Division (Pharmacy)	10 minutes
9:40 am	Speech	Name of the participants	Pharmacy Head	25 mins.
10:05 am	Discussion on effect on sales figures	Name of the participants	Sr. Manager, Sales	25 mins
10:30 am	Tea/Breakfast	Tea/Breakfast		30 mins
11:00 am	Discussion on adopting and improvising new patents	Name of the participants	Sr. Manager, Pharmacy	20 mins
11: 20 am	Open House	All participants	All members	20 mins
11:40 am	Vote of Thanks	All participants	Director	10 mins.