

SAMPLE DRAFTS OF IMPORTANT LEGAL DOCUMENTS

**ONLINE CERTIFICATE COURSE
ON ADVANCED LEGAL DRAFTING**



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**NOTICE TO QUIT PREMISES HELD BY MONTHLY TENANCY BY
LANDLORD TO TENANT**

Dear Sir,

Under instructions from my client Mr. Debasis Bhattacharya, #43, Gagandeep Apartment, Near Bettle Hospital, Samosa Nagar, Darjeeling, West Bengal, your landlord, you notice to quit deliver to him on the 16th day after expiry of 15 full days from the date of receipt of this notice by you and handover possession of #07, "Akarshan", 8th Main, Seosoul Layout, Darjeeling, West Bengal, held by you of him as a monthly tenant.

Dated the Fifth (05) day of July, 2016

Signed

Advocate for Mr. Debasis Bhattacharya

To,

Mr. Shantanu Sengupta,

#07, "Akarshan",

8th Main, Seosoul Layout,

Darjeeling, West Bengal

**NOTICE OF DETERMINATION OF A TENANCY-AT-WILL ON BEHALF
OF THE LANDLORD**

(Under section 106 of T.P. Act, 1882).

Dated: 19/03/2016

To,

Mr. Advait Kandumpully,

House No. A/23,

Next to Tambaram Police Station,

Chennai, Tamil Nadu

Dear Sir,

Under instructions from my client Mr. Ashok G Betasul, Flat No. 602, Prime Rose Apartment, Shivaji Garden, Adyar, Chennai, Tamil Nadu, I call upon you

1. To deliver up possession of the premises, House No. A/23, Next to Tambaram Police Station, Chennai, Tamil Nadu, within 30 days hereof which you now hold of my client as a tenant.
2. In default of your compliance your occupation of the premises, after the period allowed hereinabove, will be wrongful and an act of trespass and you will be liable to pay damages to my client at the rate of INR 900/- (Rupees Nine Hundred Only) per each day of your wrongful occupation of the same till you are ejected therefrom and that my client will sue you for your eviction and for recovery of damages.
3. A copy of this notice is being kept in my office for future use, if necessary.

Yours Faithfully,

Signed

Adv. Shankar Mahadevan

Reg. No.: TN/265/2007

**NOTICE BY TENANT TO HIS LANDLORD TO DETERMINE THE
TENANCY**

Dear Sir,

Under instructions from my client Mr. Devesh Krishna, House No. G1, Main Road, Begusarai, Bihar, your tenant, I hereby give you notice that in pursuance of a power contained in the lease dated 28th day of October, 2015 made between you of the one part and the said Mr. Devesh Krishna of the other part, it is his intention to determine the said lease with the expiry of the 15th day from the date of receipt of the legal notice by you and that he shall deliver up to you the possession therein comprised on the next day after such 15th day.

Dated The Ninth (09th) day of June 2016

Signed

Advocate for Mr. Devesh Krishna

To,

Mr. Atul Manohar Ram

House No. 12,

Aroop Singh Colony,

Begusarai, Bihar

**NOTICE OF SUIT UNDER S. 80, CPC FOR SUING THE STATE
GOVERNMENT**

Notice to the Collector of a District

Notice under s. 80, the Code of Civil Procedure

Registered with A/D

Dated: 21st May, 2016

To,

The Collector of the District of Kutch,

P.O. Kutch,

District Kutch

Sir,

Under instructions from my client Sri Banke Bihari Lal, son of Late Sri Akash Chandra Lal, by caste Hindu, by occupation Textile Trader residing at "Swaroop Villa", #7, Lalji Bhai Society, P.O. Kutch, P.S Kutch, District Kutch, I give you this notice under s. 80, the Code of Civil Procedure (s. 80 CPC) and state that my aforesaid client intends to sue the Government of Rajasthan on expiry of two months after service of this notice, on the cause of action and for reliefs appearing herein below :

- (a) Cause of action (give in brief/acts giving rise to cause of action).
- (b) Reliefs claimed (give here reliefs, which the plaintiff would sue for).

Yours Faithfully,

Signed

Adv Satyam Parmalikh

Reg. No. RJ/1023/1997

**NOTICE OF SUIT UNDER S. 80, CPC AGAINST A PUBLIC OFFICER OF
A STATE GOVERNMENT OR CENTRAL GOVERNMENT**

Registered with A/D

Dated 12th February, 2016

To,

Shri M Neher Lal,
Secretary
Ministry of Communications
Sanchar Bhawan
20, Ashoka Road,
New Delhi 110001

Notice under s. 80 of the Code of Civil Procedure

Dear Sir,

Please take notice that my client Mr. Suraj Rajpurohit, son of Shri Agrasen Singh Rajpurohit, residing at Flat No. 340, Antila, Main Road, Puri, Odisha intends to bring a suit against the Public Grievance Officer, a public officer of the Government of the the Government of India, in a competent court of law on the cause of action stated herein-under and for reliefs appearing below:

Cause of action for the intended suit (_____)

Reliefs sought for (_____)

Yours Faithfully,

Signed

Advocate Angrang Nandu

Red. No. OR/2312/2001

**NOTICE ON BEHALF OF THE VENDEE TO COMPLY WITH TERMS OF
AGREEMENT FOR SALE WITH THREAT OF SUIT FOR SPECIFIC
PERFORMANCE OF CONTRACT**

Registered with A/D

Dated 24th January 2016

To,

Sri Vikash Kumar
Marhelos Fruit Agency
Super 30 Colony,
Azamgarh, UP

Sir,

Under instructions from my client Sri Pushpendra Piplodia, son of Shri Rajesh Piplodia residing at House No. 15, Karbala Chowk, Lucknow, UP, I hereby give you this notice as follows:

1. You contracted by executing on 4th day of November 2015 a *Bainanama* to sell to my client your property Plot No. 43, Khasra No. 18/26, Benaras Highway, Lucknow, UP below at a total consideration of INR 58,00,000/- (Rupees Fifty Eight Lakhs Only) and took from my client a sum of INR 18,00,000/- (Rupees Eighteen Lakhs Only) as advance on the occasion of execution of the said *Bainanama*. You agreed therein to complete the sale on accepting from my client the balance of consideration money within three months.
2. My client had tendered to you the balance of the consideration on 13th day of January 2016 and required you to complete the sale. You did not accept the money and have been avoiding compliance with the terms of the agreement.
3. My client was always willing and is so even now to complete the purchase by payment of the balance of the consideration subject to performing your part of the said agreement (*Bainanama*).

4. Take notice that you are requested to complete the sale of the said property by executing a proper deed in favour of my client after accepting from him the balance of the consideration money within two months from the date of receipt of this notice and register the same.

5. In default, my client shall sue you in a court of law for specific performance of the said contract.

Yours Faithfully,

Signed

Adv Shaurya Mallick

Reg. No.: UP/765/1998

**APPLICATION UNDER SECTION 5 OF THE LIMITATION ACT FOR
CONDONATION OF DELAY IN PREFERRING AN APPEAL**

In the High Court of Judicature at Hyderabad
(Civil Appellate Jurisdiction)

In the matter of No. 521of 2013
Akhilanand Versus Imtiaz Ali

And

In the matter of an application under
s. 5 of the Limitation Act
For condoning delay in filing the appeal

And

In the matter of
Afroz Alam – Appellant/Petitioner
Versus
Afkar Ahmad – Opposite/Respondent

Valued at Rs. 12,00,000/-
(Rupees Twelve Lakhs Only)

To,

The Hon'ble Mr. Justice (_____)

Chief Justice and His companion Justices of the said Hon'ble Court

The humble petition of the petitioner above-named, most respectfully showeth:

1. (State the facts of the case and subject-matter leading up to filing of the appeal on..)
2.
3. The appeal is out of time bydays. Your petitioner has filed a petition under Or. 43, r. 3A(1), CPC along with memo of appeal.
4. That your petitioner could not prefer the appeal because of.....Your petitioner submits that there was sufficient cause namely,..... for which the appeal could not be preferred in time.

In the premises aforesaid it is humbly prayed that
Your Lordships would be pleased to issue at Rule
on the Respondent to show cause why the delay in
filing the appeal should not be condoned.

And, on hearing the cause shown, if any, to make the
Rule absolute.

PETITION FOR GRANT OF PROBATE OF A WILL

(Under s. 276 of the Indian Succession Act 1925)

In the Court of the District Judge/District Delegate

At Tripura

Act 39 of 1925 Case (Or. Misc. Judicial Case) No. 96 of 2014

Manik Dey son of Tapan Dey

No. 42, Kokila Colony,

Avardhapi Road,

Tripura

..... Petitioner.

In the matter of grant of a probate of the will of Tapan Dey,
deceased, under s. 276 of the Indian Succession Act.

The above-named petitioner states as follows:

1. That Tapan Dey, since deceased of Kokila Colony, P.S.Tripura Dist. Tripura died at his residence at No. 42, Kokila Colony, Avardhapi Road, Tripura on 24th March, 2014 and the writing annexed, in sealed cover, is his last will, duly executed by the deceased on 25th February, 2014.
2. That the petitioner was named as the executor in the said will.

The petitioner, therefore, prays that the court may be pleased to grant to the petitioner probate of the said will of the deceased.

Verification

I, Manik Dey, the petitioner in the above petition, declare that statements made in paras 1 to 7 hereinabove are true to my knowledge and belief and I sign this verification this the 16th day of August 2015 at the Bar Library, Tripura (see s. 280 of the Indian Succession Act).

Signed

Manik Dey

I, Sri Akalkuku Mohapatra one of the witnesses to the last will of Tapan Dey deceased, declare that I was present and saw the said testator affixing his signature in the said will. (See s. 281 of the Indian Succession Act).

Schedule 'A'

(State here assets likely to come to the hand of the executor).

Schedule 'B'

(State here liabilities, debts, if any – where necessary).

**APPLICATION FOR APPOINTMENT OF A RECEIVER
(IN A PARTITION SUIT)**

(Under Or. 40, r. 1 of the Code of Civil Procedure)

In the Court of the Asst. District Judge Bhopal

Title Suit No. 82 of 2012

Kapil Prajapati

.....Plaintiff

Versus

Ashok Bhan and 10 others

.....Defendants

Petition under Or. 40, r. 1 of CPC

The above-named plaintiff states as follows:

1. That the plaintiff is the owner of .66 acres of land (vide Schedule “C” of the plaint) by purchase by a registered Kobala from Defendant No. 2, a co-sharer of the holding.
2. That the said land in Schedule C is separated from the rest of the holding by clear and defined boundaries and is so mentioned in the plaintiff-petitioner’s title deed.
3. That the plaintiff has been in possession thereof. All the defendants excepting Defendants No. 5 to 8 have submitted a joint written statement confirming plaintiffs possession over the “C” Schedule land.

4. That Defendants No. 5 to 7 are denying the plaintiff's possession. The plaintiff has sought for relief of partition in the above suit.

5. That for undue interference by Defendants No. 5 to 7, the plaintiff apprehends breach of peace and molestation if cultivation by the plaintiff is resorted to. On the contrary, the plaintiff would lose crops if the land is not cultivated and tilled immediately.

6. That in the circumstances of the case, a Receiver should be appointed for bringing the land in Schedule C under cultivation and to reap and harvest the future crop under the court's orders, even if the said Defendants No. 5 to 7 claim falsely possession over the land in Schedule C.

Affidavit

I, Kapil Prajapati, aged 37 years, son of late Ankush Prajapati by caste Hindu, by occupation stockist, residing at village Bhojpur P.S. Bhojpur, Dist. Bhopal solemnly declare and affirm as follows:

(a) That I am the plaintiff of the above numbered title suit. I know facts of the case and I am competent to swear this affidavit. This is true to my knowledge.

(b) That the contents in paras 1 to 6 herein above are true to my knowledge.

Declared by Sri Kapil Prajapati, before
the Commissioner of Affidavits.

Declarant is identified by me:

APPLICATION TO SUE AS AN INDIGENT-PERSON

In the Court of the Sub-Judge at Shimla

Misc. Judicial Case No. 251/2016

Title Suit No. 19/2016 (New)

Vijay RahejaPlaintiff.

Versus

Kamal RastogiDefendant.

Suit for title and Khas possession

Valued at Rs.6,00,000/- (Rupees Six Lakhs only)

The above-named plaintiff states as follows:

(Body of Pleadings)

The plaintiff petitioner is an indigent person. He is not possessed of sufficient means to enable him to pay the said court-fees of Rs. 60,000/- (Rupees Sixty Thousand Only) prescribed by law for the plaint of the above suit.

The petitioner has not entered into any agreement with anybody in respect of the subject matter of the suit. He has not transferred any of his property within two months next before presentation of this application, either fraudulently or in order to be able to apply for permission to sue as an indigent person.

The properties owned and possessed by the petitioner, with estimated value thereof, are specified below.

List of properties with value thereof

(a) XXXXXXXXXXXX Rs. 0000000/-

(b) XXXXXXXXXXXX Rs. 0000000/-

(c) XXXXXXXXXXXX Rs. 0000000/-

(In words) Rs. 0000000/-

It is, therefore, prayed that the plaintiff petitioner may
be permitted to sue as an indigent person.

**MEMO OF APPEAL FROM A DECREE OF A LOWER COURT
(ORIGINAL DECREE)**

In the Court of the District Judge, Patiala

Title Appeal No. 12 of 2015

Kartar SinghPlaintiff/Appellant.

Versus

Suraj SoniDefendant/Respondent.

The appellant appeals to the Court of the District Judge, Patiala from the judgment and the decree passed by Mr. Krishnakant Sahay Subordinate Judge in Title Suit No.36 of 2015 dated the 14th day of October 2015 dismissing the appellant's suit on the following grounds of objection:

1. Because the findings of the lower Court.
2. Because.....
3. Because.....

Value of the appeal – Rs. 5,000/- (Rupees Five Thousand Only)

Relief: To set aside the decree of the lower Court and to decree the plaintiff's suit with costs of both Courts.

Gurpal Marshal

Advocate for the Appellant

APPLICATION FOR REVIEW OF A JUDGMENT

(Under Or. 47, r. 1 of CPC)

Pritish MishraPlaintiff.

Versus

1. Akshay Sharma

2. Punit SisodiaDefendants

The above-named defendants most respectfully sheweth:

1. That the plaintiff instituted a suit against the petitioner-defendants in this court and obtained a judgment and a decree in his favour on 21st February, 2015
2. That no appeal is allowed against the said judgment/decree by law. (Or, no appeal has been preferred against the said decree/judgment).
3. That the defendants are aggrieved with the said judgment/decree and pray for review of the said judgment/ decree on the following, amongst others,

Grounds

- (a) Discovery of some mistake or error apparent on the face of the record.
- (b) Discovery of new and important matter or evidence.

(c) Any other sufficient reason.

It is, therefore, prayed that Your Honour may be pleased to

(i) set aside the judgment;

(ii) re-hear the suit and pass judgment accordingly.

APPLICATION FOR A CAVEAT (S. 148A)

In the Court of the Civil Judge at Nagpur

Money Suit No. 09/2015

In the matter of Money Suit No. 13/2014

between

Kanishk Deb S/o of Christopher Deb

Versus

Parimal Chakraborty S/o of Mukesh Chakraborty

And

In the matter of caveat Ashiw Sharma, S/o Mahendra Sharma

residing at Block 3, Lane 7, Bhilwandi, NagpurCaveator/Petitioner

The above-named petitioner states:

1. That Mr. Kanishk Deb named above has instituted the above money suit against Mr. Parimal Chakraborty and the said suit is pending. The summons has not been served on the petitioner as yet.
2. That as far as the petitioner could know, the said Mr. Kanishk Deb is contemplating to file a petition under Or. 38, r. 5 of the CPC for attachment of your petitioner's properties before judgment.

3. That your petitioner has every right to appear before the court on the hearing of such application, if any.

4. That your petitioner hereby lodges a caveat to the effect:

‘Let nothing be done in the matter of application under
Or. 38, r. 5, C.P. Code, if any, touching properties
of the petitioner without notice to the petitioner’.

**MODEL LIMITED LIABILITY PARTNERSHIP AGREEMENT OR LLP
AGREEMENT**

[See Section 23(4) of the LLP Act, 2008 (6 of 2009)]

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP made at.....on this..... day of20.... by and betweenof the First Part and of the Second Part.

WITNESSES the mutual agreement of the Parties hereto as follows:

THAT THEY BOTH shall become Partners who shall be Designated Partners on incorporation of the LLP to carry on partnership business as a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 (LLP Act) with a view to sharing profit upon the following terms.

INTERPRETATION

In this Agreement unless the context otherwise requires:-

“Accounting Year” means the financial year as defined in the LLP Act, 2008.

“Act” or “LLP Act” means the Limited Liability Partnership Act, 2008.

“Business” includes every trade, profession service and occupation.

“Change” means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

“Designate Partner” means any partner designated as such.

“LLP” means the limited liability partnership formed pursuant to this LLP Agreement.

“LLP Agreement” means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties in relation to the LLP.

“Partner” means any person who becomes a partner in the LLP in accordance with this LLP Agreement.

“She” includes “he” or vice versa.

1. Business- The Partnership business shall be..... Until and unless changes as mutually agreed upon by all the partners for the time being of the LLP.

2. Name- The name under which the Partnership business shall be carried on will be the one permitted by the Registrar out of the three names proposed by mutual agreement of the Parties hereto.

3. Place- The Partnership business shall be carried on at the address given below:

.....
.....
.....

City.....

District.....

State.....

Pin Code.....

ISO Country Code.....

Phone.....

Fax.....

E-mail ID.....

As the principal place of business and at such other place or places as the Partners shall from time to time unanimously agree upon.

4. Term of LLP- The Partnership shall commence on the date of registration of the LLP, and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, until termination of this agreement by consent of all Partners for the time being of the LLP.

5. LLP Capital, Partners’ Contribution, Liability and Admission of Partners-

(1). The capital of Partnership shall be the sum of Rs.....
(Rupees.....) brought in cash/money's worth of any property or services agreed by all partners for the time being of the LLP and belonging to the Partners initially by the Partners being the Parties hereto in equal shares subject to the amount equivalent to 49% thereof being accepted from such of the other Partners hereafter admitted as mutually agreed upon by the Partners being the Parties hereto, into the LLP after its registration at not less than 1% as capital contribution per such Partner as his share at 100% premium payable half up-front and the other half within 90 days of admission, so that when such capital contribution shall have been completed the shares of the Partners being Parties hereto shall stand at 25.5% each of the total capital contributed. The capital contribution thus received shall go to reduce progressively the capital originally contributed by the Partners being the original Parties hereto equally but the same together with the premium received in its entirety shall be retained in the LLP business as their loan contribution made from time to time as and when received on the corresponding dates of receipt of capital contribution and payment of premium from the new Partners admitted as aforesaid. There shall be no limit on the number of Partners to be admitted at any time and from time to time by changing the provisions of this LLP Agreement, if necessary, and as required, subject to its acceptance by all the then existing Partners at a meeting of theirs or otherwise confirmed in writing.

(2). A separate capital account shall be maintained for each Partner. No Partner shall withdraw any part of his capital account while he is a Partner.

(3). The loan component accrued as stated in (1) above to the Partners being the Parties hereto shall not be withdrawn by them before 24 months from the date of admission of the last Partner to make up for the 49% off-loading of the capital at a premium as aforesaid; and thereafter the Parties hereto shall be free to withdraw their loan-retention component at not more than 5% at a time once in each 10 weeks commencing at the expiry of the said 24 months of the total amount standing as loan *plus* interest thereon as balance respectively to their credit as at the end of the previous financial year as per the last audited balance sheet.

(4). The Parties hereto shall be bound to be Partners of the LLP till the loan component of theirs is completely paid back to them by the LLP as aforesaid whereupon their capital contribution standing at 51% shall become re-payable in one lump-sum; and should they cease to be Partners earlier for any reason beyond their control that shall not alter the scheme of return of loan and capital to them or their other claimants on their behalf, as aforesaid.

(5). If at any time after the commencement of the Partnership as LLP any further capital shall be required for the purposes of the LLP, the same shall be additionally contributed by the then Partners in their respective proportion of capital contributions made, unless otherwise agreed upon by all the then Partners. Existing loans advanced or deemed as advanced by the Partners to the LLP shall not be convertible into such capital contribution.

(6). The obligation of a Partner to contribute (i). money or (ii) other property or benefit or to perform services [in the case of (ii) its money's worth as determined in the agreement with the Partner therefore as equivalent to his share of contribution of capital] to the LLP under this Agreement, shall be a debt due from him to the LLP. The liability of a partner or designated partner in relation to the LLP shall be as set out in the Act and in particular every partner shall indemnify the LLP insofar as every partner may take part in its management. It is a condition of this Agreement that the LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him (a) in the ordinary and proper conduct of business of the LLP, and (b) in or about anything necessarily done for the preservation of the business or property of the LLP.

(7). This LLP Agreement along with the LLP's Certificate of Incorporation should be laid before a special general meeting of the Partners to be held within 30 days of the LP's registration, and it shall be the responsibility of the first two Designated Partners of the LLP to comply with the same.

(8). After the LLP's registration, it may reimburse the Promoter-Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at accruals according to the account rendered to the

LLP by the Promoter-Partners, with the approval of the general meeting of Partners mentioned in (7) above.

(9). The LLP shall have a Common Seal and it shall be laid before and adopted at the general meeting mentioned in (7) above. The Common Seal shall be affixed to any document or contract with approval of and in the presence of at least two of the Designated Partners of the LLP, on each occasion and the same fact recorded chronologically in the Seal Book maintained for the purpose under their signatures.

(10). All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights (IPRs) of whatever kind shall be the property of the LLP and no partner shall be entitled to use for himself any such property otherwise than as a client or customer.

(11). No resolution or decision carried by a majority of Partners of the LLP shall be valid to be given effect to unless it includes the Partners being the original Parties hereto.

(12). The contents of this para shall not be alterable till the conditions stated in sub paras (3) and (4) above are fully complied with.

6. Bar against admission of Partner and A person who has any business interest in conflict with the business of the LLP compliance of persons admitted as partner – A person who has any business interest in conflict with the business of the LLP shall not be admitted as its Partner, and any Partner who acquires such conflicting interest shall cease to be and be expelled as a Partner by a unanimous decision of the partners. Persons admitted as partners shall duly comply with the provisions of section 25(1) of LLP Act and Rule 22(1) and Form 6 of the LLP Rules & Forms, 2008 within a period of 15 days of any change in the name and address, to intimate the LLP.

7. Interest on Capital or Loan – Interest at the rate of...per cent per annum on the capital contributed or loan given or credited as given by each of the partners and standing to his credit as on the first day of each calendar month for the previous month out of the gross profits of the partnership business shall be

credited in the respective accounts, and such interest shall be cumulative such that any deficiency in one financial year shall be made up out of the gross profits of any succeeding financial year or years. For this purpose, the financial year shall be the twelve months from the first of April to the thirty-first of March next.

8. *Withdrawal of Loans* – Every Partner may withdraw the loans advanced or deemed as advanced by him to the Partnership business in accordance with the terms of such sums advanced or deemed as advanced from time to time, and if any such terms are fixed for any such loan amount, the partner may withdraw the same after serving a notice of ten weeks on the LLP demanding repayment at not more than 5% of the loan *plus* interest standing to his credit as at the end of the previous financial year as per the last audited balance sheet of the LLP, in each period of ten weeks.

9. *Business transactions of Partner with LLP* – A Partner may lend money to and transact other business with the LLP, and in that behalf the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.

10. Profits & Losses and Partner's Income Account – (1). Profits and losses of the Partnership business in each financial year shall be divided between and borne by the Partners in the proportion of their respective capital contribution standing to their credit in the books of the Partnership as on the last date of the relevant financial year.

(2). Partnership profits and losses computed as due shall be charged or credited to the separate income account of each Partner. If a Partner has no credit balance in the income account, losses shall be charged to his capital account.

11. *Partner's Drawings* – Each Partner may draw out of the Partnership funds as drawings from the credit balance of his income account any sum of money not exceeding Rs.....(Rupees.....) per each one percentage point of capital contributed per month for his own use, subject to such draws to be duly accounted for in each yearly settlement of account and division of profits of the Partnership at the end of each financial

year, and the same shall be duly adjusted to the actuals due to or from the partnership by refunds or further draws, as the case may be as required.

12. Book of Accounts - (1) All funds of the Partnership business shall be deposited in its name in such banking account or accounts as shall be determined by the Designated Partners. All withdrawals are to be made by Cheques signed by the Designated Partners as determined by them.

(2) All necessary books of account and other papers relating the affairs of the LLP as prescribed under Rule 24 of LLP Rules & Forms, 2008 pursuant to section 34(1) of the LLP Act 2008 shall be ensured by the designated partners for the time being to be kept at the principal place of business of the LLP or at other place or places as mutually agreed upon by all the Partners, and regularly maintained on cash basis or accrual basis and according to double entry system of accounting with all books duly posted with entries arising from day to day up-to-date on any day so as to give a true and fair view of the state of affairs of the LLP. Such books of account shall not be removed from the designated place of business without the consent of all the Partners. Each Partner shall have access and be entitled for taking a copy or an extract of any books of account or related papers of the LLP or folio thereof during the working hours on each working day of the week.

13. Annual Statements of Accounts and Solvency – The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and Solvency for the financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by each Partner in addition to the signing thereof by the Designated partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby. If, in the event, any Partner refuses to sign the Annual Statements of Accounts and Solvency giving no valid reason, a copy of the same shall be posted to him by Registered Post Acknowledgement Due to his last known address as supplied by him to the LLP, and same shall be deemed to have been signed by him on the date of such posting.

14. Audit - The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the said Rules in every respect.

15. Reserve Fund – A sum equivalent to 15 (fifteen) per cent per annum of the net profits arrived at in the audited Annual Statements of Accounts of the LLP shall be transferred and kept in the general reserve fund account and the same invested in gilts every year in the name of the LLP till it accumulates to the amount of 10 (ten) per cent of the capital specified in para 5 above. Such reserve fund accumulated shall be utilized for meeting extraordinary losses or expenses or for such other purposes including the renewal of any part of the building or other long term assets of the LLP in any way as mutually agreed upon by all the partners of the LLP including the Partners being the Parties hereto.

16. Division of Annual Profit of the LLP – As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any, of the LLP business, shall be divided between the Partners in the proportion specified in and in accordance with the provisions of this Agreement.

17. No remuneration to Partners – No Partner shall be entitled to any remuneration for taking part in the conduct of the LLP's business.

18. Management of the LLP – (1) Partners of the LLP other than Designated partners shall be sleeping Partners. Their right to participate in the management of the LLP shall be as provided in this Agreement and otherwise it is restricted to:

- Ratification of this LLP Partnership Agreement post-incorporation of the LLP;
- Any alteration to this LLP Agreement;
- The admission of new Partners;

- Appointment of Designated Partner;
- Raising further capital under para 5(3) above,
- Acceptance of Annual Accounts and Solvency and the Auditor's Report thereon;
- Assignment and transfer of partnership rights, by the Partners in any way;
- Expulsion of any Partner;
- Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
- Change of business;
- Any sale or merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or 'waste' to the property of the LLP as defined in section 66 of the Transfer of Property Act, 1882, warranting the appointment of a Receiver; and
- Winding up and dissolution of the LLP.

In deciding all the matters specified above by a 75% majority vote of the Partners present at a meeting of Partners duly called and held, except expulsion of any partner and change of business which shall require a unanimous decision of all the Partners excluding the Partner shall have one vote each irrespective of their capital contribution to the LLP's capital. The decisions so taken shall be recorded in the minutes within ten days of the general meetings and the same kept at the registered office of the LLP.

(2). The Designated partners appointed by the LLP shall be responsible both for business management in its entirety and compliance management under the LLP Act and this Agreement. The management of the LLP shall be carried on jointly by the Designated Partners being the original Parties hereto as agreed upon mutually between them by themselves or otherwise so however that they

both shall be the first two Designated partners to be named in the Incorporation Document submitted for the LLP's registration and to be answerable for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act, 2008 in terms of sections 7,8 and 9 of the said Act. The Partners may appoint more Designated Partners by a 75% majority vote of the Partners present at a meeting of Partners duly called and held at any time and from time to time out of the Partners whose contribution to the capital of the LLP at the material time of appointment is not less than 6% of the total capital contribution as of that date, provided both the Partners being Parties to this Agreement as originally made approve the names proposed. The Designated Partners may by their unanimous decision delegate their powers to any one or more Designated Partners or any top-ranking officers of the LLP as they may consider fit or necessary in the management of the affairs of the LLP at any time or from time to time and similarly withdraw the same.

(3). Every Partner appointed as a Designated Partner by a majority of the Partners as stated in (2) above shall be entitled to take part in the management of the LLP.

(4). Any matter or issue relating to the LLP shall be decided by a majority in number of the Designated Partners which shall in every case include the Partners being the original Parties hereto so long as they continue as the designated Partners of the LLP.

(5). Banking arrangements for the LLP shall be as unanimously decided by the Designated Partners at any time and from time to time, ensuring that all moneys received subject to requirements of current expenses, by way of Cheques, drafts or other pay orders shall be promptly paid into the LLP's banking account.

(6). Each Partner shall render true accounts and full information of all things affecting the LLP to the Designated Partner(s) and on request to any Partner or his legal representative.

(7). All decisions of the Partners shall be taken at meetings called by a notice in writing or by circular resolutions in cases of urgency. Meetings in which all Partners are entitled to participate to deliberate and decide on the matters specified in Para 18(1) above shall be called general meetings, and the meetings of the Designated Partners shall be called Executive Meetings. The provisions as are applicable to calling, holding and conducting/adjourning etc., of general meetings and Board meetings and keeping of minutes of such meetings of pure private companies limited by shares under the companies Act, 1956, shall apply respectively to the said two kinds of meetings, excluding the special resolutions, requisitioned resolutions special notices, special business and explanatory statements, requisitioned meetings and default meetings and the related jurisdiction as well as powers of the Court/Tribunal/Central government conferred under the said Act. Every such meeting shall be called by any Designated Partner on the basis of a decision of the Executive Meeting or by circular resolution passed by majority of Designated Partners in any exigency.

(8). A resolution circulated in writing and signed by a majority of the Partners and/or Designated Partners, as the case may be, depending upon whether it is a business to be transacted at a General Meeting or Executive Meeting, including the Partners who are the original Parties to this Agreement in every case, shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.

19. Performance of work by Partner - If at any time any work for the LLP is to be done under this Agreement or any Supplement thereto by any partner, it may be done by any of his relative or other agent or servant engaged by such Partner competent to do the work on condition that any payment in that behalf shall be to the account of the Partner concerned entailing nothing to be borne by the LLP. Where such a Partner fails to perform such work contracted by him with the LLP, any other Partner may do the same instead or have it done by persons competent to do the work and engaged as his agents additionally to such of the work, if any, contracted by him on his own account with the LLP, at the cost of the LLP. There is nothing contained in this para to enable a Designated partner to assign his responsibility to anyone being an outsider to

interfere in the business management of the LLP entrusted to or undertaken by him.

20. Designated Partner' attention to business – The Partners being the original Parties hereto and other Partners appointed as Designated partners of the LLP shall at all times

- Protect the property and assets of the LLP;
- Devote the whole of their attention to the said partnership business diligently and faithfully by employing themselves in it, and carry on the business for the greatest advantage o the partnership;
- Punctually pay their separate debts t the LLP, if any, duly and indemnify the LLP or other Partners towards charges, expenses or costs incurred to protect the assets of the LLP against any failure to do so; and
- Upon every reasonable request, inform the other Partners of all other Partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the LLP.

21. Number of Designated partner – The maximum number of Designated Partners appointed for the LLP hall be such as mutually agreed upon by the Partners being the original Parties hereto or as decided by the Designated Partners of the LLP unanimously at any time and from time to time not exceeding ten.

22. Sleeping Partner – All the Partners other than those appointed as the Designated Partners of the LLP shall be Sleeping Partners, and they shall not interfere with the carrying on the management or conduct of the business of the LLP otherwise than as has been provided in this Agreement and those shall not sign the name of the LLP.

23. *Transfer or assignment of Share of Capital contribution by*

Partner - (1) No Partner shall without the consent in writing of all the Partners transfer, assign or mortgage his share of interest in the LLP by way of a share of the profits and losses of the LLP and to received distributions under this Agreement in any way in whole or in part.

(2). On the transfer of a Partner's interest in the LLP as set out in (1). Above, section 42(2) and (3) shall become applicable to the transferor Partner and the transferee, respectively.

24. *Death or voluntary retirement of Partner* – If any Partner shall die

or have voluntarily retired, a statement of account shall be taken and made out of his share of the capital and effects of the LLP ad of all unpaid interest ad profits due to him up to the time of his demise or retirement and be paid at the earliest as may be decided by the Designated Partners of the LLP, subject to required adjustments between his capital account and income account transactions and transfers made till the date f death or retirement, as the case may e, and balances struck as certified by the Auditor for the time being of the LLP. The said statement of account shall include the Partner's share of profit and loss for the period from the beginning of the financial year in which his death or retirement occurs until the end of the calendar month in which the event takes place.

25. *Representative of deceased or retired Partner* – At the discretion of

the remaining Partners, the nominee or representative of the deceased or retired Partner may be admitted as a sleeping Partner against retention of the dues to the former Partner by the LLP. In no case such persons shall have the power to interfere in the management or conduct of the LLP's business by virtue of anything done by the Partner who had existed.

26. *Purchase of share of retiring, expelled deceased or insolvent*

Partner – If a Partner shall die, retire or be expelled or become insolvent, then, the remaining Partners shall have the option of first refusal to busy the share of such a partner in the LLP, and the option may be exercised by notice in

writing fixing a month's time by either side given to the other side. The purchase price shall be the amount at which such share shall stand by the last audited balance sheet prior to the date of the event of exit of the Partner net of his drawals, *plus* interest thereon at.....per cent per annum to the date of the event, *plus* his share of current profits, if any, in the broken part of the year next following determined in terms of this Agreement, either in one lump-sum or as otherwise agreed with the retiring Partner or his personal or legal representatives, against an indemnity provided against the debts, engagements or other liabilities of the partnership devolving to the account of the Partner that existed.

27. *Expulsion of Partner* – This provision of this Agreement shall operate as an express agreement of the Partner: a Partner may not be expelled by a unanimous decision of the partners save in good faith and in the interest of the partnership business only after a show-cause notice in writing is served on that Partner or designated Partner giving 7 days time for his response ; and in that event the Partner expelled shall be entitled to the benefits of a retiring Partner in accordance with the provisions of this Agreement in that behalf.

28. *Goodwill* – A valuation of the assets, effects and of the goodwill including the Partnership name shall be made at three times the average net yearly profits of the preceding five years or the commencement of the LLP, whichever is less, for the purpose to determine the amount due to such a Partner who has existed, and the payment shall be met by the Partners remaining with the LLP in proportion to their respective capital contribution on the date of his exit within six (6) calendar months from the date of exit, any delay beyond attracting interest at 12 (twelve)per cent per annum from the date of expiry of the said six months till the actual date of payment. On such a payment being made the share of the Partner exited in the goodwill shall stand vested in the remaining Partners of the LLP.

29. *Retiring Partner not to carry on competing business* – An outgoing or retiring Partner, whose dues have been settled and paid of in accordance with the covenants in this Agreement, shall not during the period of two (2) years from the date of his exit as Partner carry on or engage or be

interested directly or indirectly in any business competing with the LLP anywhere in the State where the LLP's registered office is situated.

30. Contracting on behalf of the LLP – All contracting by way of placement of orders for supplies to the LLP shall be carried out only by the Designated Partners in the manner as mutually agreed upon between them at any time and from time to time.

31. Giving Credit – No Designated Partner shall lend money or give credit to or have any dealings on behalf of the LLP with any person or company or LLP or other entity whose credit-worth is doubtful and who is forbidden due to former crisis of confidence confronted by the LLP in dealing with him or it.

32. Acts forbidden – Without the consent given in writing of the other Partners, no Partner while he is a Partner for the time being of the LLP shall -

- Transfer, assign otherwise encumber his share in the assets or profits of the LLP;
- Engage or be concerned or interested in any other business, directly or indirectly as and competing with the LLP all profits made by him in that business;
- Do any act that may conflict his interest with the interest of the LLP or any of its other Partners;
- Take any apprentice or hire or dismiss (except in cases of gross misconduct) any servant or agent of the LLP;
- Lend any money or deliver upon credit any of the goods of the LLP to any person or persons whom the other Partners shall have previously in writing forbidden to trust;
- Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of its business;

- Secure unauthorized surety or guarantee for anyone encumbering or otherwise charging or pledging the properties of the LLP;
- Draw or accept or endorse unauthorisedly any bill of exchange or promissory note on LLP's account;
- Draw and sing any Cheque on behalf of the LLP unauthorisedly in excess of Rs.....on its banking account;
- Remit the whole or part of any debt due to the LLP;
- Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business;
- Commit to buy or buy any immovable property for the LLP;
- Go and remain out of station on LLP's business for more than.....days in a row;
- Do any act or omission rendering the LLP liable to be wound up by the Tribunal;
- Share business secrets of the LL with outsiders;
- Derive profits from any transaction of the LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the LLP, and remain without accounting for the same to the LLP;
- Submit a dispute relating to the LLP's business to arbitration;
- Open a banking account on behalf of the LLP in his own name;
- Commit to compromise or relinquish any claim in whole or in part of the LLP;
- Withdraw a suit filed on behalf of the LLP;
- Admit any liability in a suit or proceeding against the LLP;

- Enter into any partnership joint venture, float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control.

33. Notice –

(1) To the LLP – Any notice by the Partners to the LLP may be given by addressing to the LLP and leaving it at the registered office of the LLP.

(2) To a Partner – Any notice to a Partner shall have been sufficiently given by the LLP by leaving it addressed to the Partner at the registered office of the LLP or by sending the same by registered post to his usual or last known address.

34. Term of validity of deed – Duration of this Agreement shall be FIVE YEARS beginning from the date first above mentioned, subject to the condition that this deed may be extended further by mutual consent in writing of the Parties hereto upon such terms and conditions or with such modifications as may be mutually agreed upon between them. In the event that the LLP remains not formed as envisaged in this agreement within 6 months from the date hereof, this agreement shall stand null and void with no claims *inter se* the parties hereto claimed or paid by any.

35. Covenant against breaking away – During the first five years of the subsistence of this agreement, none of the Parties hereto shall be entitled to part with the LLP unless mutually agreed upon in writing.

36. Partners and LLP to ratify this agreement to be bound – This agreement shall become valid to bind the LLP on its incorporation on its being ratified by all of its partners both for themselves and on behalf of the LLP in terms of section 23(3) of the LLP Act, 2008.

37. Termination & Dissolution – If any time owing to losses or any other cause whatsoever one-fourth of the entire capital of the LLP shall have been lost or not represented by available assets or there exists reasonable cause of apprehension that a call on the Partners to contribute further capital of 25% or more of the entire capital of the LLP is imminent in order to carry on its

business as a solvent entity, a majority in value of the Partners may require the LLP to be dissolved and wound up as if the same has occurred by efflux of time.

38. Arbitration – (1) All the matters not expressly provided in this agreement shall be decided by the consent of all the Partners in writing. Failing that all disputes and questions about and in connection with the LLP under this Agreement arising between the Partners or between any one of them and the legal representative of the Partners or with the LLP at any time and from time to time, shall be settled by conciliation or by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act apply accordingly.

(2). If any question arises whether the dispute relates to formation, management or business of the LLP, the question shall be referred to the arbitrator, whose decision thereon shall be final.

39. Alteration or amendment – No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP in terms of para 8 of the First Schedule to the LLP Act shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.

40. Entire agreement, Severability & Waiver – (1) The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter.

(2). If any part of this Agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this Agreement.

(3). A failure or a waiver of exercise of any right or power or benefits under this agreement by a Partner or Designated Partner or on their behalf shall not operate as a waiver of the same for ever during the term of this agreement nor

any delayed exercise of any right or power or benefit by a Partner or Designated Partner or on their behalf under this Agreement deemed as a waiver.

Party of the First Part

Party of the Second Part

.....

.....

RATIFICATION OF THE LLP AGREEMENT

POST-INCORPORATION OF THELLP.

By Partner –

“The LLP Agreement hereinabove is hereby ratified”

- (a). Designated Partner ofLLP. – Name and Signature
- (b). Designated Partner ofLLP. – Name and Signature
- (c). Partner ofLLP – Name and Signature
- (d). Partner of.....LLP – Name and Signature
- (e). etc.

Place:

Date:

RATIFICATION OF LLP AGREEMENT

POST-INCORPORATION OF.....LLP on its behalf

By its authorized **Designated Partner**

“The LLP Agreement herein above is hereby ratified”

For and on behalf ofLLP

**As decided at its general meeting of Partners held
on.....20....**

(1) (2)

Signature of Designated Partners

Place:

Date:

**NOTICE CALLING BOARD MEETING FOR
PRIVATE LIMITED COMPANY**

Date of issue of Notice

Name of Director

Address of Director

NOTICE FOR THE MEETING OF THE BOARD OF DIRECTORS
OF

Name of Company----- LIMITED

Dear Mr. Name of Director,

Notice is hereby given that a meeting of the Board of Directors of the
Company shall be held as per the following schedule:

Date: of Meeting

Time: of Meeting

Venue: of Meeting

The agenda for the meeting is enclosed.

You are requested to make it convenient to attend the above meeting.

For Name of company LIMITED

Name of Director

(DIRECTOR)

DIN: -----

Add: of Director

AGENDA OF BOARD MEETING FOR PRIVATE LIMITED COMPANY

AGENDA

**AGENDA FOR THE MEETING OF BOARD OF DIRECTORS TO BE HELD
ON
-----DAY OF-----MONTH, 2016 AT -----TIME OF
MEETING
AT ADDRESS OF PLACE OF MEETING**

1. To Appoint Chairman of the meeting.
2. To Grant leave of absence.
3. To Confirm minutes of the previous Board Meeting.
- 4. To ADD MORE AGENDA'S ACCORDING TO REQUIREMENT**
5. To give Vote of Thanks.

Signature

Name of Director

(DIRECTOR)

DIN: -----

Add: of Director

**ATTENDANCE SHEET OF BOARD MEETING FOR
PRIVATE LIMITED COMPANY**

DIRECTORS MEETINGS

ATTENDANCE SHEET

**ATTENDANCE SHEET OF THE MEETING OF BOARD OF
DIRECTORS OF M/S NAME OF COMPANY LIMITED HELD ON -----
--DAY OF-----MONTH OF, 2014 AT REGISTERED OFFICE OF
COMPANY.**

NAME

SIGNATURES

DIRECTORS:

- 1) Mr. Name of Director
- 2) Mr. Name of Director
- 3) Mrs. Name of Director

SPECIAL INVITEE:

- 4) If any;

LEAVE OF ABSENCE

From:

Mr. Name of director who is on leave

Address of Director.

Date of Leave of Absence before Meeting

The Board of Directors

M/s NAME OF COMPANY LIMITED

ADDRESS OF REGISTERED OFFICE

Subject: Leave of Absence

Dear Sir,

With reference to the board meeting of the company to be held on date of mewing, it is hereby submitted that due to preoccupations, I am not in a position to attend the same. You are requested to grant the leave of absence.

Thanking you,

Name of Director who is on leave

DIN: -----

Address of Director

CONSENT TO ACT AS MD FOR PRIVATE LIMITED COMPANY

To,

Date:

The Board of Directors,

Name of Company,

Registered office address

Subject: Consent to act as Managing Director U/s 196 of Companies Act, 2013.

Dear Sir,

This is to submit that I, Name of Director (DIN: _____) S/o Mr. --
----- R/o B-----, the undersigned, having consented
to act as a Managing Director of the Name of Company pursuant to section 196
of Companies Act, 2013.

You are requested to take on record the same.

Name of Director

DIN: -----

Add: of Director

MD AGREEMENT

This agreement made on Date of Agreement, effective from Date of Effectiveness between Name of Company Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at -----
-----, (Hereinafter called “the Company”) of the one part and Mr. Name of MD (DIN: -----) (Hereinafter called “the Managing Director”) of the other part, whereby it is agreed as follows:

1. The Company hereby appoints Mr. ----- (DIN: -----) as Managing Director of the Company and the Managing Director hereby agree to serve the Company in such a capacity for a period of five years with effect from -----.

Now this present witness and it is hereby agreed by and between the parties thereto as follows:

2. a) The Managing Director shall exercise and perform such powers and duties as the Board of Directors of the Company (hereinafter called “ the Board”) shall from time to time determine, and subject to any directions, and restrictions, time to time given and imposed by the Board, he shall have the general control, management and superintendence of the business of the Company with power to appoint and dismiss employees and to enter into contracts on behalf of the Company in the ordinary course of business and to do and perform all other acts and things, which in the ordinary course of business he may consider necessary or proper or in the interest of the Company.
- b) Without prejudice to the generality of the power vested in the Managing Director,

Managing Director shall be entitled to exercise the following powers:-

(i) With Board's approval together with other Director(s) and other personnel authorized by the Board, to open and operate on any banking or other account and to draw, make, accept execute, endorse, discount, negotiate, retire, pay, satisfy and assign cheques, drafts, interest and dividend warrants and other negotiable or transferable instruments or securities.

(ii) To incur capital expenditure up to sum of **Rs.----- lacs (Rupees ----- Lacs Only)** during any financial year.

(iii) To invest surplus funds of the Company in fixed deposit with the company's bankers or other securities (liquid funds) provided that such investments in any one financial year shall not exceed **Rs.----- ---- lacs (Rupees ----- Lacs Only)** at any one time.

To engage employees and other servants for the Company at a basic salary not exceeding **Rs.----- lacs** per month within the budget sanctioned by the Board.

(iv) To increase the salary or the remuneration of any employee or servant of the Company whose basic salary does not exceed **Rs.----- lacs** per month.

(v) To institute, prosecute, defend, oppose, appear or appeal to compromise, refer to arbitration, abandon subject to judgment and execution or become non-suited in any legal proceedings including

trade marks, trade names and trade property and customs passing off actions and revenue proceedings relating to customs or excise duties, tax on income, profits and capital and taxation generally or otherwise as it relates to the Company.

(vi) To give loan to employees other than directors of company of Rs. 1 lacs (Rupees one lacs only) each and Rs. ----- lacs (Rupees ----- --- Lacs only) in aggregate.

3. The Managing Director shall throughout the said term devote the whole of his time, attention and abilities to the business of the Company, and shall obey the orders from time to time, of the Board and in all respects, conform to and comply with the directions and regulations made by the Board, and shall well and faithfully serve the company and use his utmost endeavors to promote the interest thereof.

4. a) The Company shall pay to the Managing Director during the continuance of this

Agreement in consideration of the performance of his duties.

(i) A salary at the rate of **Rs. ----- lacs** (Rupees ----- Lacs only) per month w.e.f-----, which may be reviewed by the Board.

(ii) Reimbursement of medical and hospitalization expenses of the Managing Director and his family subject to a ceiling of one month salary in a year.

- (iii) Leave Travel Allowance for the Managing Director and his family once in a year in accordance with the Company policy.

 - (iv) Bonus for the financial year, at the discretion of the Company, with shareholder approval.

 - (v) Reimbursement of expenses incurred by him in Purchase of newspapers, magazines, books and periodicals in accordance with the Company policy.

 - (vi) Reimbursement of expenses incurred by him on account of business of the Company in accordance with the Company policy.

 - (vi) Reimbursement of any other expenses properly incurred by him in accordance with the rules and policies of the Company.

 - (viii) Provision of chauffer driven car for the use on Company's business, meal
Coupons and telephone at residence.

 - (ix) The Managing Director shall be entitled to such increment from time to time as the Board may by its discretion determine.
5. This agreement may be terminated by either the Company or the Managing Director at any time within the five year period, by the giving of 3 months notice in writing.

In witness whereof the parties hereto have set their hands the day, month and year first above written.

For **Name of Company Limited**

(Name of Director)

DIRECTOR

DIN: -----

Add: -----

(Name of MD)

Managing Director

DIN: -----

Add:-----

Witness:

CONSENT TO ACT AS DIRECTOR- DIR-2

DIR-2

[Pursuant to section 152(5) and rule 8 of Companies (Appointment and Qualification of Directors) Rules, 2014]

To

Name of Company Limited

Subject: Consent to act as a director

I Name of Director, hereby give my consent to act as director of Name of Director Limited, pursuant to sub-section (5) of section 152 of the Companies Act, 2013 and certify that I am not disqualified to become a director under the Companies Act, 2013.

1. Director Identification Number (DIN) :
2. Name (in full) :
3. Father's Name (in full) :
4. Address :
5. E-mail id :
6. Mobile no. :

7. Income-tax PAN :
8. Occupation :
9. Date of birth :
10. Nationality :
11. No. of companies in which I am already
a Director and out of such companies
the names of the companies in which I
am a Managing Director, Chief
Executive Officer, Whole time
Director, Secretary, Chief Financial
Officer, Manager. : Not
Applicable
12. Particulars of membership No. and
Certificate of practice No. if the
applicant is a member of
any professional Institute. : Not
Applicable

Declaration

I declare that I have not been convicted of any offence in connection with the promotion, formation or management of any company or LLP and have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law in the last five years. I further declare that if appointed my total Directorship in all the companies shall not exceed the prescribed number of companies in which a person can be appointed as a Director.

Date

Signature:

Place: New Delhi

Designation: Director

DIN:

Attachments:

1. Proof of identity;
2. Proof of residence;

BOARD RESOLUTION

TO REAPPOINTMENT MR. NAME OF DIRECTOR (DIN: -----) AS
MANAGING DIRECTOR OF THE COMPANY:-

The Chairperson placed before the Board draft Agreement to be entered with Mr. Date of Director (DIN: -----) to re-appoint him as Managing Director of company w.e.f. ----- as per terms and condition mentioned in the draft agreement.

After discussion following resolution passed unanimously:-

“RESOLVED THAT pursuant to the provisions of the of Companies Act, 2013 along with other applicable provisions, if any of the Companies act 2013, and rule made there under (including any statutory modification or re-enactment thereof for the time being enforce) and Article of Association of Company and subject to approval of shareholders in general meeting, Mr. name of director (DIN: -----), Managing Director of the Company be and is hereby Re-appointed as Managing Director of the Company with effect from ----- as per terms and conditions as mentioned in the agreement to be entered with him.

“RESOLVED FURTHER THAT Mr. ----- (DIN: -----) and Mrs. ----- (DIN: -----), Directors of the Company either jointly or severally be and is hereby authorized to do all such acts, deeds, things etc. as may be required to comply with all formalities etc. as may be required to comply with all formalities in this regard”.



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