

THIS IS JUST A FORMAT.

Kindly take proper Legal Advise for Drafting Document as per your requirements.

Agreement for Appointment of Company Secretary

AGREEMENT is made at ... this ... day of ...
between

M/s. A B & Co. Ltd., a Public Company registered under the Companies Act, 1956, and having its registered office at ... hereinafter referred to as 'the Company' of the One Part

and

Mr. X of ... residing at ... hereinafter referred to as 'the Secretary' of the Other Part.

WHEREAS -

1. The Company has been carrying on business in ...
2. The Company being desirous of appointing a Company Secretary as required by law had advertised the post and has received several applications including that of the said Mr. X
3. The Company has selected the said Mr. X and proposes to enter into this agreement with the said Mr. X appointing him as Company Secretary of the Company on the following terms and conditions and which are agreed to by the said Mr. X.
4. The said Mr. X being a law graduate fulfils the qualifications required of a Company Secretary.

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

1. The Company hereby appoints the said Mr. X as the Secretary of the Company as from the ... day of ... until the service ceases or comes to an end for any of the reasons hereinafter provided: Provided that, the first year of the service will be treated as on probation. If the service of the Secretary is not found satisfactory to the Company (and in this matter the decision of the Board of Directors of the Company will be final), the Company will inform the Secretary accordingly atleast one month prior to the expiration of the said period of one year and thereupon the services will be coming to an end and this agreement will stand terminated. If the Company does not do so, the services of the Secretary for the said period will be deemed to be confirmed.

2. The Secretary will be paid a monthly salary in the scale of Rs. ... The initial salary will be, however, Rs. ... per month inclusive of dearness allowance but exclusive of other perquisites hereinafter mentioned.

3. The Company will provide to the Secretary suitable living accommodation failing which the Secretary will be entitled to a house rent allowance, equal to ... per cent of his salary. The Secretary will be paid a sum of Rs. ... as travelling allowance for attending the office from his residence.

4. The Secretary will also be given free medical help for himself and his family consisting of himself his wife and depending children.

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5. The Secretary will be entitled to receive such amount of bonus every year if and when decided by the Board of Directors. If, however, the Bonus Act is applicable to him, it will be given in accordance with the provisions of the said Act.

6. The Secretary will be entitled to contribute to the Provident Fund maintained by the Company in terms of the Provident Fund Scheme of the Company.

7. The Secretary will be entitled to one month's earned leave, after every eleven months and fifteen day casual leave every year. However, the Secretary will not be entitled to accumulate the earned leave for more than three months and he will not take casual leave continuously for more than three days. The Secretary will be given sick leave with full pay for such period as the Board of Directors may decide from time to time.

8. The Secretary shall be working whole time for the Company and he will not accept the post of a Secretary or otherwise with any other Company or other person or firm. He will attend to his work during the Company's usual working hours every day but if and when required by the Board or the Managing Director he will attend to work outside such usual working hours and even on holidays if required due to urgency. Otherwise he will be entitled to all gazetted public holidays.

9. The Secretary will be bound to attend to all administrative matters and to such other matters as will be assigned to him by the Board of Director or the Managing Director from time to time. And without prejudice to the generality of the said rules he will in particular attend to the following duties or work :

(a) He shall act diligently and actively and to the best of his ability and will take all reasonable care in the discharge of his duties. He will endeavour to promote the interest of the Company.

(b) He will get prepared and file all the papers and documents which are required to be filed from time to time with the Registrar of Companies under the Companies Act, and they shall be filed in time prescribed.

(c) He will attend all meetings of the Board of Directors as well as general meetings of the shareholders and will write and maintain proper minutes of the proceedings of such meetings and will get the same approved by the Board of Directors.

(d) He will do all acts and things required to be done to comply with the provisions of the Companies Act.

(e) He will keep and maintain all the administrative records of the Company in a proper manner.

(f) He will also be responsible to see that all the registers required to be maintained by the Company under the Companies Act, are maintained properly.

(g) He will attend to all legal matters including proceedings in a Court of Law, civil or criminal, instruct Advocates and make and sign all affidavits, petitions, complaints, and written statements and other papers and may be required to be signed on behalf of the Company from time to time.

(h) He will not receive any amount as commission, brokerage, prize or reward or otherwise from any person without the consent of the Board of Directors.

(i) He will not divulge to any other person outside the Board of Directors any business secrets of the Company or any other confidential matter.

FOR APPOINTMENT OF COMPANY SECRETARY

(j) He will also undertake and carry out all other work and duties as will be allotted to him by the Board of Directors or the Managing Director from time to time. He will also carry out all instructions or directions given by the Board of Directors or the Managing Director from time to time.

10. The Secretary shall not solicit the customers of the Company for his own interest and shall not directly or indirectly be interested in other business.

11. If the Company is required to pay any fine or penalty for non-compliance with the provisions of the Companies Act and for which the Secretary is responsible he shall indemnify the Company against the loss suffered by the Company on account of such fines or penalties.

12. The Secretary will cease to be the employee of the Company and this Agreement will be treated as terminated if -

(a) The Secretary resigns from the post. But such resignation will not absolve him from any liability incurred by him to the Company prior to such resignation.

(b) He dies.

(c) His services are validly terminated by the Company as herein provided.

(d) When he completes the age of 58 years.

(e) If he is adjudged insolvent.

(f) If he is convicted for any criminal offence with imprisonment or fine or both or he is found guilty of any misconduct, after proper inquiry.

(g) If the General Body Meeting of the Company passes any resolution terminating the services of the Secretary.

13. The Company may, by giving three months' prior notice or by paying salary in lieu of three months' notice, terminate the services of the Secretary and this Agreement if he is found guilty of any misconduct after proper inquiry or if he commits breach of any term of this agreement.

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

Signed for and on behalf of)
the said M/s. A B & Co. Ltd.,)
by Mr. ... the Managing)
Director of the Company, duly)
authorised by the Board of)
... olution)
... presence of)

Signed and delivered by the)
withinnamed Mr. X in the)
presence of)
