

Shareholders' agreement: property management Company

Agreement between shareholders for the regulation of

[Company name]

Dated: [date]

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This agreement is dated: [date]

The Company is: [company name] (the "Company")

The Company's registered office is: [company r/o]

The Shareholders are:

[Peterkin Housing Ltd] whose registered office is at [■ ■ ■ ■] ("■ ■ ■ ■")

The background to this agreement is:

1. The Company is a proprietary limited company, ACN [1234567], [REDACTED]
[REDACTED] [REDACTED].
 2. [Peterkin] has built the Building and now owns the [REDACTED]
[REDACTED].
 3. Each of the parties named as shareholders above has taken a lease from
[Peterkin] [REDACTED], [REDACTED].
 4. [Peterkin] has formed the Company to enable the shareholders to manage the
Building. [Peterkin] will transfer [eight] [REDACTED]
[REDACTED].
 5. In part consideration of the transfer, each Flat buyer [REDACTED]
[REDACTED].
 6. As the last Flat is leased, [Peterkin] will transfer its last shares in the
Company to that buyer and will transfer the [REDACTED]
[REDACTED].
 7. The parties have agreed these terms in order to regulate the relationship
between them [REDACTED].

These are the terms of the ■ ■ ■ :

1. Definitions

2. Interpretation

3. Relationship of parties

4. Shareholders' details

Name of Shareholder	Number of shares
[Peterkin]	50
[Names 1]	10

[Names 1]	10
[Names 1]	10

5. Completion

6. Assignments of leases

7. The [Peterkin] Period

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■] (“ ■ ■ ■ ■ [■ ■ ■ ■] ■ ■ ■ ■ ”).

8. Appointment, status and removal of Directors

- 8.1. One director shall be appointed by each ■■■■■ .
■■■■■ ■■■■■ .
 - 8.2. No person, other than a member of the Company, shall be appointed as a director other than ■■■■■ , ■■■■■ ■■■■■ , ■■■■■ ■■■■■ , ■■■■■ ■■■■■ .
 - 8.3. When a Shareholder consists in two or more people, the one who is not a director may ■■■■■ / ■■■■■ .

9. Management of the Company

For the purpose of this [REDACTED] " [REDACTED] " [REDACTED], [REDACTED]

- 9.2.4 arrangements for insurance,
 - 9.2.5 maintenance and repair of the Building,
 - 9.2.6 banking and cash management,
 - 9.2.7 collection of money from the Shareholders.
 - 9.2.8 preparation of annual budget estimates,
 - 9.2.9 maintenance of books of accounts / annual accounts,
 - 9.2.10 security of the Building,

- 9.2.11 [/] .
- 9.3. [] .
- 9.4. [] .

10. Decision making by Directors

- 10.1. [] [75] % [] , [] [75] % [] , [] .
- 10.2. [] , [] .
- 10.3. [] .
- 10.4. [] , [] .

11. Proxy votes

- 11.1. [] , [] , [] .
- 11.2. [] .

12. Company's obligations

12.1.1 undertake Maintenance and Repairs;

12.1.3 maintain appropriate insurances relating to the Building;

13. Shareholders' obligations

14. Actions requiring Shareholder consent

14.1.1 change the name or type of the Company;

15. Confidentiality

15.1. Each Shareholder agrees and undertakes that he will:

16. Transfer of shares

16.2. []

17. Transmission of shares to Transmittee

..... ,

18. Publicity

19. Conflict with the Constitution

20. Breach of this agreement

20.1. [65]%
[65]%,
[65]%
[65]%
[65]%.

20.2. [30] ()

[3]

21. Dispute Resolution

22. Severance and invalidity

23. Miscellaneous matters

23.5. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

It shall be deemed to have been delivered:

[REDACTED];
[REDACTED];
[REDACTED] 72 [REDACTED];
[REDACTED];
[REDACTED] 24 [REDACTED];
[REDACTED].

23.6. [REDACTED], [REDACTED]
[REDACTED] [REDACTED]
[REDACTED].

Signed by [full name], duly authorised on behalf of the Company

Signed by [full name], a shareholder

Signed by [full name], a shareholder:

Explanatory notes:

Shareholders' agreement: property management company

General notes

Paragraph specific notes

Notes following the numbered paragraphs

1. Definitions

2. Interpretation

3. Relationship of parties

This is a simple statement for the avoidance of doubt. Of course other documents may indeed create the relationships mentioned. It is important that this document is not confused with any other, there is no reason why it should

4. Shareholders' details

Basic information necessary to complete the agreement.

5. Completion

6. Assignments of leases

Edit as you require.

7. The [Peterkin] period

This paragraph provides a framework to regulate the company ■ ■ ■ ■ ■ ■

By all means edit .

8. Appointment, status and removal of Directors

9. Management of the Company

10. Decision making by Directors

11. Proxy votes

The question of absence through holidays or sickness is often overlooked. It is likely that the constitution covers the situation at meetings, but will not cover other situations. You need to be able to appoint someone to vote your shares if [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
[REDACTED].

12. Company's obligations

13. Shareholders' obligations

Edit as you require.

14. Actions requiring shareholder consent

15. Confidentiality

16. Transfer of shares

17. Transmission of shares to Transmitter

There are three possible classes of transmittees:

- 17.1. executors of a deceased shareholder;
 - 17.2. a trustee in bankruptcy;
 - 17.3. a divorced spouse or civil partner

18. Publicity

We have no comment

19. Conflict with the Constitution

20. Breach of this agreement

21. Dispute resolution

22. Severance and invalidity

23. Miscellaneous matters

End of notes