

AGREEMENT FOR UNDERWRITING SHARES OF A COMPANY

THIS AGREEMENT made at on this of 2000, between ABC Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at hereinafter called "the company" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART and M/s. XYZ a partnership firm registered under the Partnership Act, 1932 and having its place of business at hereinafter called "the underwriters", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include every partner for the time being of the said firm, the survivor or survivors or the legal representatives, executors or administrators of the last partner) of the OTHER PART.

WHEREAS the company proposes to issue equity shares of to Rs each and offer the same for public subscription at Rs per share in accordance with the terms of the draft prospectus, a copy of which is annexed hereto, or with such modifications therein as may be mutually agreed upon between the company and the underwriters.

AND WHEREAS the underwriters have agreed to underwrite the subscription of the said shares on the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The company shall issue equity shares of Rs each for public subscription in terms of the draft prospectus, a copy of which is annexed hereto or with such modification therein, as may be mutually agreed upon between the parties, on or before the day of 2000, or such later date as shall be mutually agreed upon by the parties hereto not after the day of 2000.
2. The underwriters shall on or before the closing of the subscription list apply for the shares or cause the same to be applied for by the responsible persons, who shall pay on application, the application moneys payable on the shares applied for by them respectively and who shall not withdraw their applications before notification of allotment of shares to them.
3. If on the closing of the list under the said prospectus the said shares shall be allotted on the applications received from the public, the responsibility of the underwriters will cease and no allotment is to be made to

the underwriters under this agreement, but if the said shares shall not be allotted to the public, but any smaller number of such shares is so allotted, the underwriters undertake to stand for the difference between the said shares and the number of the shares allotted to the public and company may allot to the underwriters all the shares which shall not have been applied for by such members of the public or such responsible persons as aforesaid and the underwriters shall accept the shares so allotted and pay all application and allotment money in respect of those shares in accordance with the said prospectus.

4. The underwriters irrevocably authorise the company to apply for the said shares or any part thereof in the name and on behalf of the underwriters in accordance with the terms of the said prospectus and authorise the directors of the company to allot the said shares of the company or part thereof to the underwriters and in the event of the company making an application for such shares in the names of the underwriters, the underwriters shall hold the company harmless and indemnified in respect of such application.

5. The company shall pay to the underwriters in cash a commission of per cent on the nominal value of the shares within days from the allotment of the said shares. But should

any allotment of the shares be made to the underwriters in accordance with the terms of this agreement, the commission shall not be payable until the underwriters pay the application and allotment moneys payable in respect of all the shares so allotted to the underwriters.

6. It is hereby agreed that time is the essence of this agreement.
7. This agreement shall be executed in duplicate. The original shall be retained by the company and the duplicate by the underwriters.

IN WITNESS WHEREOF the parties have signed these presents and a duplicate hereof the day and year first hereinabove written.

Signed and delivered by A 8 Ltd., the within named
company by its Managing Director Shri

Signed and delivered by M/s. XYZ the within named
underwriters by their partners

WITNESSES;

1.

2.