

**SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND
DISCLOSURE REQUIREMENTS) REGULATIONS, 2009**

SCHEDULE II

[See regulations 5(5) and 101(1)]

**FORMAT OF AGREEMENT BETWEEN LEAD MERCHANT BANKERS TO THE ISSUE
AND ISSUER/ISSUING COMPANY**

This Agreement made BETWEEN..... (name of the issuer), having its registered office at (registered office address of the issuer) (hereinafter referred to as "the issuer") AND (name of the lead merchant bankers), having their registered office at..... with the branch office at

WHEREAS:

- (1) The issuer is taking steps for the issue of (particulars of the issue) to the public/ existing shareholders of the issuer (the said issue of specified securities hereinafter referred to as "the issue"); AND
- (2) The issuer has approached the lead merchant bankers to manage the issue and the lead merchant bankers have accepted the engagement *inter-alia*, subject to the issuer entering into an agreement for the purpose being these presents;

NOW, THEREFORE, the issuer and the lead merchant bankers do hereby agree as follows:

- (1) Besides the lead merchant bankers,,, and would be acting as the co-managers to the issue.
- (2) The issuer hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 1956, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "the Board") and other relevant statutes to enable it to make the issue and in particular in respect of the following matters:
(Give details and particulars of statutory compliances which the issuer has to fulfil before making the issue)
Consent of the shareholders has been obtained vide (details of the resolution) passed in the general meeting held on (date of the meeting).
- (3) The issuer undertakes and declares that any information made available to the lead merchant banker or any statement made in the offer document shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.
- (4) The issuer also undertakes to furnish complete audited annual reports, other relevant documents, papers, information relating to pending litigations, etc. to enable the lead merchant banker to corroborate the information and statements given in the offer document.
- (5) The issuer shall, if so required, extend such facilities as may be called for by the lead merchant banker to enable them to visit the plant site, office of the issuer or such other places to ascertain for themselves the state of affairs of the issuer including the progress made in respect of the project implementation, status and other facts relevant to the issue.

- (6) The issuer shall extend all necessary facilities to the lead merchant banker to interact on any matter relevant to the issue with the solicitors / legal advisors, auditors, consultants, advisors to the issue, financial institutions, banks or any other organisation and any other intermediary associated with the issue in any capacity whatsoever.
- (7) The issuer shall ensure that all advertisements prepared and released by the advertising agency or otherwise in connection with the issue conform to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 and the instructions given by the lead merchant banker from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate, product and issue advertisements of the issuer, interviews by its promoters, directors, duly authorized employees or representatives of the issuer, documentaries about the issuer or its promoters, periodical reports and press releases issued by the issuer or research report made by the issuer, any intermediary concerned with the issue or their associates or at any press, brokers' or investors' conferences.
- (8) The issuer shall not, without the prior consent of the lead merchant banker, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the issue such as advertising agencies, printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates / debenture certificates, refund orders or any other instruments, circulars, or advices.
- (9) The issuer shall, whenever required and wherever applicable, in consultation with the lead merchant banker, enter into an agreement with the intermediaries associated with the issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the lead merchant banker.
- (10) The issuer shall take such steps as are necessary to ensure completion of allotment and despatch of letters of allotment and refund orders to the applicants including non-resident Indians soon after the basis of allotment is approved by designated stock exchanges but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 1956 as disclosed in the offer document.
- (11) The issuer shall take steps to pay the underwriting commission and brokerage to the underwriters, stock brokers, etc. within the time specified in any agreement with such underwriters, stock brokers, etc. or within a reasonable time.
- (12) The issuer undertakes to furnish such information and particulars regarding the issue as may be required by the lead merchant banker to enable them to file a report with the Board in respect of the issue.
- (13) The issuer shall keep the lead merchant banker informed if it encounters any problems due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of refund orders, share certificates or debenture certificates, demat credit, etc.
- (14) The issuer shall not resort to any legal proceedings in respect of any matter having a bearing on the issue except in consultation with and after receipt of advice from the lead merchant banker.
- (15) The issuer shall not access the moneys raised in the issue till finalisation of the basis of allotment or completion of issue formalities.
- (16) The issuer shall refund the moneys raised in the issue to the applicants, if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The issuer shall pay requisite interest amount if so required under the laws or direction or order of the Board.

- (17) (Rights of lead merchant banker vis-à-vis the issuer)----- (give details).
(18) (Consequences of breach) ----- (give details).

**In Witness whereof the parties hereto have put their hands on this ----- (date) day of
.....(month) of (year).**