

PROFIT SHARING AGREEMENT

THIS Agreement entered into on this [●] day of [●] by and between:

[●] a company incorporated under the Companies Act 1956, having its Registered Office and Corporate Office at [●] (Hereinafter referred to as First Party), represented by Shri [●],[●],[●]

AND

M/S [●] (hereinafter referred to as “[●]” a company incorporated under the Companies Act 1956, or RWA having its Registered Office [●](Hereinafter referred to as Second Party)

WHEREAS the abovementioned parties hereby consent to this Profit Sharing Agreement on the basis of the provisions hereof.

WHEREAS [●]

1. PROFIT SHARING

1.1) If in respect of any accounting period following the date hereof in which the Company shall have profits available for the payment of dividends and does pay such dividend therefrom the Company shall procure that in the absence of agreement to the contrary a distribution shall be made to each of [●] and [●] or to their nominees equal to the following:

MENTION THE CALCULATIONS/ DETAILS OF PROFIT SHARING

2.1) The profit sharing shall be paid by the Company to each of [●] and [●] concurrently with the payment of dividends.

2.2) The duration of this profit sharing agreement shall be for so long as the Company remain in business as a going concern.

3. All costs, local fees and other expenses in the preparation and execution of this Agreement and the settlement contained herein shall be borne and paid by the party incurring such cost.

4. ASSIGNMENT

4.1) Neither of the parties shall assign or transfer or purport to assign any of its rights or obligations hereunder without the prior written consent of the other party.

5. SUCCESSORS AND ASSIGNS

The Agreement shall ensure for the benefit of and be binding on the respective successors in title and permitted assigns (if any) of each party who shall procure that each such assignee shall execute a deed with the other party by which the assignee agrees to be bound by terms identical, mutatis mutandis, to the terms of this Agreement (including the terms of this clause).

6. TERMINATION

This Agreement shall be deemed valid until:

6.1) Such time as the association of the Parties hereto shall subsist in respect of the [●] name [●].

6.2) Such time as the Parties, by way of a written consent agree upon its termination.

Witnesses:

On behalf of First Party:

By:

Title:

Dated:

On behalf of Second Party:

By:

Title:

Dated: