

FOUNDERS AGREEMENT

This Founders Agreements (“**Agreement**”) is entered into at [●] on this [●] day of [●] 2020 by and between:

- (1) [●], an adult, residing at [●] (hereinafter referred to as “**FOUNDER 1**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, successors and permitted assigns) of the FIRST PART;
- (2) [●] an adult, residing at [●] (hereinafter referred to as “**FOUNDER 2**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, successors and permitted assigns) of the SECOND PART;

AND

- (3) [●], a partnership firm having address at [●] through its authorized representative [●] (hereinafter referred to as “**FOUNDER 3**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, successors and permitted assigns) of the THIRD PART

(FOUNDER 1, FOUNDER 2 and FOUNDER 3 shall be collectively referred to as “**FOUNDERS**” or “**PARTY**” or “**PARTIES**” wherever relevant)

WHEREAS:

- A. The Founders intend to form a company with the name and style of [●] or such other name as may be mutually agreed (hereinafter referred to as “**Company**”) which shall be involved in the business of [●] (hereinafter referred to as “**Business of the Company**”).
- B. The Founders wish to fix herein their respective rights and obligations, with respect to the Company and its future business, all in accordance with the terms and conditions as set out herein below and subject to the provisions of the Companies Act 2013 and the Rules made thereunder.

NOW, THEREFORE, in consideration of the mutual representations and covenants herein contained, the parties hereby agree as follows:

DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Act" means the Companies Act, 2013 to the extent notified by the Government of India and the Companies Act, 1956 to the extent not repealed.

"Person" means and includes an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock company or other entity or organization, or an agency or instrumentality thereof and/or any other legal entity.

"Affiliate" in relation to a Person,

- (a) being a corporate entity, shall mean any entity or Person, which controls, is controlled by, or is under the common control of such Person;
- (b) being an individual, shall mean any Relative or Person, which controls, which is controlled by such Person or is a Relative of such Person; or
- (c) in case of any other form of entity (taking/having any legal form available to a natural person for doing business), where such entity is not covered under (a) and (b) above, shall mean such entity controlled by a Party to this Agreement.

"Agreement" means this Founders Agreement and shall include any recitals, schedules, annexures or exhibits that may be annexed to this Agreement and any amendments made to this Agreement by the Parties in writing from time to time.

"Applicable Law" means all applicable provisions of all Indian statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines or policies (to the extent it has binding force) issued by any statutory authority or any entity acting under delegated powers of a statutory authority in India.

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[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

(b) (7)(C), (b) (7)(D)

[REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 2: BUSINESS OF THE COMPANY

2.1. The primary business of the Company will be to [●]

[REDACTED]

[REDACTED]

ARTICLE 3: ROLES, RESPONSIBILITIES AND OTHER PRACTICES

[REDACTED]
 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[illegible]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

ARTICLE 4: REPRESENTATIONS AND WARRANTIES

- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

ARTICLE 5: MISCELLANEOUS

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

██████████	██████████

[REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 5.12. **Entire Agreement.** This Agreement, including the exhibits and schedules hereto and the documents, schedules, certificates and instruments referred to herein, embody the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.
- 5.13. **Indemnity.** To the fullest extent permitted by the Act, the Company shall indemnify and save harmless every Director or officer, employee, agent, representative, every former Director or officer, and every Person who acts or acted at the Company’s request as a Director or officer of the Company or a body corporate of which the Company is or was a shareholder or creditor (or a Person who undertakes or has undertaken any liability on behalf of the Company or any such body corporate) and his heirs and legal representatives, from and against:
- (a) any act, omission or conduct of or by the Board, any of its committees, the Company, or their employees or agents as a result of which (other than by acts of gross negligence, willful default or fraud of such Board Member), in whole or in part, such Director is made a party to, or otherwise incurs any costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect loss pursuant to, any action, suit, claim, civil, criminal or administrative action or proceeding arising out of or relating to any such conduct;
 - (b) any action or failure to act (other than by acts of gross negligence, wilful default or fraud of such Board Member) as may be required by such Director at the request of or with the consent of the Company; or
 - (c) contravention of any Applicable Law, including, but not limited to, laws relating to establishments, provident fund, gratuity, labour, environment and pollution, and any action or proceedings taken against such Director in connection with any such contravention or alleged contravention.
- 5.14. **Severability.** If any provision of this Agreement is held by a competent court to be invalid or unenforceable under applicable law, then such provision shall be severed from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so severed and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the severed provision as determined by the parties or as determined by court of competent jurisdiction.

IN WITNESS OF THE ABOVE, THE RESPECTIVE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATES MENTIONED HEREIN ABOVE

SIGNED, SEALED AND DELIVERED)
By the within-named “[●]”)
)

Witnesses:
1. _____
2. _____

SIGNED, SEALED AND DELIVERED)
By the within-named “[●]”)
)

Witnesses:
1. _____
2. _____

SIGNED, SEALED AND DELIVERED)
By the within-named “[●]”)
)

Witnesses:
1. _____
2. _____