

# SHAREHOLDERS AGREEMENT

Jurisdiction: General

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*This Shareholders Agreement ("Agreement") is made and entered into as of [Current Date] by and among the undersigned shareholders (each, a "Shareholder" and collectively, the "Shareholders") and [Company Name], a company incorporated under the laws of [Jurisdiction] (the "Company"). This Agreement sets forth the rights, duties, and obligations of the Shareholders with respect to the Company and their shares therein.*

## 1. DEFINITIONS

1.1 "Agreement" means this Shareholders Agreement, as it may be amended, restated, or supplemented from time to time. 1.2 "Board" means the board of directors of the Company. 1.3 "Company" means [Company Name]. 1.4 "Shares" means the ordinary shares in the capital of the Company held by the Shareholders.

## 2. SHARE OWNERSHIP

2.1 The Shareholders confirm their current shareholdings in the Company as follows:

a. Rakesh Kumar: 90 Shares

b. Munni Devi: 10 Shares

2.2 Each Shareholder warrants that they are the legal and beneficial owner of the Shares registered in their name, free from any encumbrances, liens, or charges, except as otherwise disclosed and agreed upon in writing.

## 3. BOARD REPRESENTATION

3.1 The Shareholders agree that the Board shall consist of [Number] directors. 3.2 Rakesh Kumar shall be entitled to appoint [Number] director(s) to the Board. Munni Devi shall be entitled to appoint [Number] director(s) to the Board. 3.3 Each Shareholder agrees to vote their Shares and take all necessary actions to ensure the election of the directors nominated in accordance with this Section 3.

## 4. TRANSFER RESTRICTIONS

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4.1 No Shareholder shall sell, transfer, assign, pledge, or otherwise dispose of any Shares (or any interest therein) without strict compliance with the provisions of this Section 4. 4.2 Right of First Refusal: Before a Shareholder (the "Selling Shareholder") can transfer any Shares to a third party, the Selling Shareholder must first offer such Shares to the other Shareholders (the "Remaining Shareholders") on the same terms and conditions as those offered by the third party. The Remaining Shareholders shall have [Number] days to accept the offer. 4.3 If the Remaining Shareholders do not purchase all of the Shares offered, the Selling Shareholder may, within [Number] days, sell the remaining Shares to the third party on terms no more favorable than those offered to the Remaining Shareholders. Any Shares not sold to the third party within this period shall again be subject to the right of first refusal.

## 5. VOTING ARRANGEMENTS

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5.1 The Shareholders agree to vote all of their Shares in the Company in accordance with the provisions of this Agreement. 5.2 For all matters requiring Shareholder approval, the Shareholders agree to vote their Shares in a manner consistent with the decisions made by the Board, unless otherwise specified in this Agreement or by law. 5.3 The Shareholders agree to use their best efforts to ensure that the Company's business is conducted in a manner consistent with the terms of this Agreement.

## 6. EXIT PROVISIONS

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6.1 Drag-Along Right: If a majority of the Shareholders (the "Initiating Shareholders") agree to sell all of their Shares to a third party, the Initiating Shareholders shall have the right to compel the other Shareholders (the "Dragged Shareholders") to sell all of their Shares to the same third party on the same terms and conditions. The Initiating Shareholders shall give the Dragged Shareholders [Number] days' notice of such proposed sale. 6.2 Tag-Along Right: If a Shareholder (the "Selling Shareholder") proposes to sell a portion of their Shares to a third party, the other Shareholders (the "Tagging Shareholders") shall have the right to participate in such sale and sell a pro-rata portion of their Shares to the third party on the same terms and conditions. The Selling Shareholder shall give the Tagging Shareholders [Number] days' notice of such proposed sale.

## 7. CONFIDENTIALITY

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7.1 Each Shareholder agrees to keep confidential all non-public information concerning the Company, its business, and its affairs, which they may acquire during the term of this Agreement. This obligation of confidentiality shall survive the termination of this Agreement.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

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8.1 This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. 8.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in accordance with the rules of [Arbitration Institution] in [City, Jurisdiction]. The language of the arbitration shall be English.

## 9. MISCELLANEOUS

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9.1 Entire Agreement: This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. 9.2 Amendments: No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by all Shareholders. 9.3 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 9.4 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Shareholders Agreement as of the date first written above.

SIGNATURES

Shareholder

Rakesh Kumar

Date:

Shareholder

Munni Devi

Date:

Witness

[Witness Name 1]

Date:

Witness

[Witness Name 2]

Date:

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