

TERM SHEET: INVESTMENT IN NAMRATA TECH PVT LIMITED

Jurisdiction: General

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This Term Sheet outlines the principal terms and conditions for a proposed investment in Namrata Tech Pvt Limited (the "Company") by the Investor(s) identified herein. This document is intended solely as a non-binding outline of the material terms and conditions and does not constitute a legally binding agreement, commitment, or obligation on the part of any party to consummate a transaction. A definitive agreement, if any, will be subject to satisfactory due diligence, corporate approvals, and the negotiation and execution of formal legal documentation.

1. The Company

1.1. Name: Namrata Tech Pvt Limited 1.2. Business: [Brief description of the Company's business, if available, otherwise "To be determined during due diligence."]

2. The Investment

2.1. Amount of Investment: The Investor(s) shall invest a total of 1,000,000 [Currency, e.g., USD] (the "Investment Amount"). 2.2. Type of Security: [To be specified, e.g., Convertible Preferred Stock, Equity Shares]. 2.3. Valuation: [To be specified, e.g., Pre-money valuation of X, or Conversion cap of Y].

3. Investor Rights

3.1. Full Control: The Investor(s) shall be granted full control in the Company, which may include, but not be limited to, board representation (a majority of board seats), veto rights over significant corporate actions, and control over operational and financial decisions. 3.2. Information Rights: Investor(s) shall receive customary information rights, including audited annual financial statements, unaudited quarterly financial statements, and monthly management reports. 3.3. Inspection Rights: Investor(s) shall have the right to inspect the Company's books and records upon reasonable notice.

4. Liquidation Preference

4.1. Preference in Liquidation: In the event of any liquidation event (including a deemed liquidation event such as a sale of the Company), the Investor(s) shall receive a preference in the distribution of proceeds. Specifically, Investor(s) shall be entitled to receive, prior and in preference to any distribution to holders of Common Stock, an amount equal to [e.g., 1x, 2x] the original purchase price of their shares, plus any declared but unpaid dividends. 4.2. Participation: After the Investor(s) receive their liquidation preference, the remaining proceeds shall be distributed pro rata among all shareholders on an as-converted basis, or the Investor(s) may elect to convert their shares into Common Stock and participate on an as-converted basis, whichever provides a higher return.

5. Anti-Dilution Provisions

5.1. Yes: The Investor(s) shall be protected by customary anti-dilution provisions. This will include, at a minimum, broad-based weighted-average anti-dilution protection to adjust the conversion price of the Investor(s)' securities in the event the Company issues additional equity securities at a price lower than the price paid by the Investor(s).

6. Drag-Along and Tag-Along Rights

6.1. Drag-Along Rights: Yes. In the event that a specified percentage (e.g., majority) of Investor(s) and/or holders of Preferred Stock agree to sell their shares to a third party, all other shareholders, including holders of Common Stock, shall be obligated to sell their shares on the same terms and conditions. 6.2. Tag-Along Rights: Yes. In the event that a specified percentage (e.g., majority) of shareholders, including Investor(s), propose to sell their shares to a third party, other shareholders (e.g., holders of Common Stock) shall have the right to participate in such sale on a pro rata basis and on the same terms and conditions.

7. Conditions Precedent to Closing

7.1. Conditions Precedent: The closing of the investment contemplated by this Term Sheet shall be subject to customary conditions precedent, including but not limited to: (a) satisfactory completion of legal, financial, and business due diligence by the Investor(s); (b) execution of definitive transaction documents (e.g., Stock Purchase Agreement, Shareholders' Agreement, Articles of Incorporation); (c) receipt of all necessary corporate and regulatory approvals; (d) no material adverse change in the business, assets, operations, or prospects of the Company; and (e) such other conditions as may be customary for transactions of this nature or as required by applicable law, including any specific requirements under general corporate and securities law. 7.2. Legal Opinion: Receipt of a satisfactory legal opinion from the Company's counsel.

8. Exclusivity

8.1. [To be specified, e.g., For a period of [X] days from the date hereof, the Company agrees not to solicit, initiate, or encourage any inquiries or proposals for, or enter into any discussions concerning, any financing or sale of the Company or any significant portion of its assets.]

9. Confidentiality

9.1. All information exchanged between the parties in connection with this Term Sheet shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the disclosing party, except as required by law.

10. Governing Law

10.1. This Term Sheet shall be governed by and construed in accordance with the laws of [Jurisdiction, e.g., the State of Delaware, without regard to its conflict of laws principles].

11. Non-Binding Nature

11.1. This Term Sheet is non-binding except for the provisions relating to Confidentiality (Section 9), Governing Law (Section 10), and Expenses (if any). No legal obligation on the part of any party shall arise until definitive agreements are executed by all parties.

SIGNATURES

For the Company: Namrata Tech Pvt Limited

Date:

Name

Date:

Title

Date:

Date

Date:

For the Investor(s): [Investor Name(s)]

Date:

Name

Date:

Title (if applicable)

Date:

Date

Date:

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