**BUSINESS INVESTMENT AGREEMENT**

This Business Investment Agreement (hereinafter referred to as the “Agreement”) made this [N]th day of [MONTH], [YEAR] (hereinafter referred to as the “Effective Date”) is executed by and between:

[NAME OF COMPANY], a startup company engaged in the business of [SPECIFY TYPE OF BUSINESS ENGAGEMENT] doing operations at the following business address: [COMPLETE BUSINESS ADDRESS OF COMPANY] (hereinafter referred to as the “Company”);

AND

[NAME OF INVESTOR], an individual engaged in the business of [SPECIFY TYPE OF BUSINESS ENGAGEMENT] with principal place of business at [COMPLETE BUSINESS ADDRESS OF INVESTOR] (hereinafter referred to as the “Investor”) ***OR*** [NAME OF INVESTOR], a company duly organized and existing under the laws of [STATE/PROVINCE] with principal place of business at [COMPLETE BUSINESS ADDRESS OF INVESTOR] (hereinafter referred to as the “Investor”).

WHEREAS, Company, being a startup business with activities related to [SPECIFY COMPANY’S BUSINESS ENGAGEMENT], desires to have Investor put up a certain sum of capital investment (hereinafter referred to as the “Capital Investment”) for the purposes expressed and stated in this Agreement;

WHEREAS, Investor acknowledges and agrees to invest Capital Investment for the purposes expressed and stated hereto, in accordance to the terms and conditions set forth in the same, provided that Investor shall be afforded subscription to certain number of shares in the capital of Company;

WHEREAS, Company agrees that Investor shall subscribe for shares in the capital of Company, in accordance to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in view of all the foregoing premises, covenants, and understandings, and for all other good and valuable consideration, the parties hereby agree as follows:

* + - 1. **Investment**
1. Subject to the terms and conditions set forth in this Agreement, Investor shall provide to Company the amount of [AMOUNT IN WORDS] ([AMOUNT IN NUMBERS]) as Capital Investment for the use of Company in its operations relating to its engagement of the business of [SPECIFY TYPE OF BUSINESS ENGAGEMENT].
2. Investor shall be afforded [SPECIFY PERCENTAGE] % of Company’s capital stocks corresponding to the Capital Investment amount. All terms and conditions governing Investor’s capital stocks in Company shall be provided in a separate Stockholder’s Agreement shown in Exhibit A of this Agreement.
3. Company shall have no restrictions regarding its use of the Capital Investment, with the exception of use on activities and operations unrelated to Company’s conduct of business and/or improper, illicit or illegal activities.
4. Investor shall pay FIFTY PERCENT (50%) the Capital Investment (hereinafter referred to as the “Advance Capital”) to Company upon the Effective Date. The remaining fifty percent (50%) shall be paid by Investor to Company [NUMBER] months after the payment of the Advance Capital.
5. The Advance Capital shall be deemed non-refundable and non-returnable upon payment of the same by Investor to Company.
6. The payment shall be made in the form of [SPECIFY: CASH, CHECK, BANK TRANSFER, and OR ANY OTHER MODE OF PAYMENT].
7. **Term**

This Agreement shall commence on the Effective Date and shall continue until [SPECIFY DATE] (hereinafter referred to as the “Termination Date”), unless otherwise terminated by either or both parties of this Agreement prior to the Termination Date.

1. **Purposes**

Company represents and warrants to Investor that the Capital Investment shall be used by Company in its conduct and operation of business, which shall require reasonably large sums, and shall include but not limited to:

[SPECIFY ACTIVITY OF BUSINESS OPERATION];

[ADD MORE AS NEEDED].

1. **Authority to Enter into Agreement**

Company represents and warrants to Investor, and Investor represents and warrants to Company, that they have the power and legal authority to enter into this Agreement and perform all their obligations set forth in this Agreement.

1. **Own Resource**

Investor represents and warrants to Company that the Capital Investment it shall pay to Company under this Agreement is from Inventor’s own financial resources, and is not a loan from third persons or parties or acquired by Investor through illegal or illicit means.

1. **Expenses**

All expenses incurred in the performance of obligations of this Agreement shall be covered by the party requesting for any special action performed.

1. **Notices**

All notices required to be given under this Agreement shall be deemed to have been properly given when done in writing and duly effective on the date of delivery when given in person or [NUMBER] days if mailed through postage, certified, or first-class mail to the following respective addresses:

To Company:

Attention: [NAME OF ADDRESSEE]

[COMPANY‘S COMPANY NAME]

[COMPLETE ADDRESS OF COMPANY]

[DEVELOPER’S FAX NUMBER]

To Investor:

Attention: [NAME OF ADDRESSEE]

[INVESTOR’S COMPANY NAME]

[COMPLETE ADDRESS OF INVESTOR’S COMPANY]

[INVESTOR’S FAX NUMBER]

1. **Confidentiality**

Any and all parts of this Agreement, including all attachments hereto, shall be strictly construed as and deemed confidential in nature. Neither Company nor Investor shall have the right and entitlement to disclose any information and detail in relation to the Agreement, the Investment herein contained and represented, and all related materials and documentation. Such disclosure shall be considered a material breach of this Agreement and shall be subject to further action by the aggrieved party.

1. **Waiver, Amendment or Modification**

No waivers, amendments and/or modifications to this Agreement shall be deemed valid and/or binding unless expressed in writing and agreed upon and signed voluntarily by both Company and Investor.

1. **Severability**

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of the remaining provisions.

1. **Force Majeure**

Non-performance by either party shall be excused if and only performance is rendered impossible by strike, fire, flood, earthquake, or governmental acts, orders or restrictions. However, any such non-performance shall be cause for termination of this Agreement by the other party if the non-performance continues for more than [NUMBER] days.

1. **Assignment**

This Agreement may only be assigned by Company or Investor to a successor in business of essentially all assets of Company or Investor. Otherwise, the same may not be assigned to an unrelated third party.

1. **Nature of Relationship**

Investor’s relationship with Company, and the Company’s relationship with Company, shall only be limited to the provisions set forth in this Agreement (i.e. Investment terms agreed upon). No provision in this Agreement shall constitute an understanding that the relationship between both parties is by nature employer and employee, or that they are joint business venture partners.

1. **Settlement of Disputes, Governing Law & Arbitration**
2. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
3. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
4. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
5. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
6. The cost of arbitration proceedings shall be equally borne by both the parties.
7. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.
8. **Captions**

All marginal headings and numbers to the articles, sections, and subsections in this Agreement are for the sole purpose of convenience of reference and shall not in any way affect the construction or interpretation of this Agreement.

1. **Entire Agreement**

This Agreement constitutes the entire agreement by and between Company and Investor, and supersedes all prior communications, understandings, representations, and agreements, either written and/or oral with respect to all matters covered in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at [CITY], [STATE/PROVINCE] on the day and year first above written.

[SIGNATURE OF COMPANY A.R.\*] [SIGNATURE OF INVESTOR]

[NAME OF COMPANY A.R.] [NAME OF INVESTOR]

[COMPANY NAME] [COMPANY NAME]

**Company Investor**

[ATTACH EXHIBIT A: STOCKHOLDER’S AGREEMENT]

[ATTACH ALL OTHER EXHIBITS, SCHEDULES, ANNEXES, AS NEEDED]