

Equity Subscription Agreement (Strategic Investor Format)

This Equity Subscription Agreement ("Agreement") is made on **[Date]** by and between:

| | |
|-------------------|---|
| Company | [Full Name and Address of Company] |
| Subscriber | [Full Name and Address of Strategic Investor] |

1. Subscription for Shares

The Subscriber agrees to subscribe for and the Company agrees to allot and issue to the Subscriber, subject to the terms and conditions of this Agreement, **[Number]** fully paid equity shares of the Company of face value Rs. **[Amount]** each ("Shares"), at a subscription price of Rs. **[Price]** per share, aggregating to Rs. **[Total Amount]** ("Subscription Amount").

2. Payment

The Subscriber shall pay the Subscription Amount to the Company upon execution of this Agreement, or as mutually agreed, by wire transfer or other method acceptable to the Company.

3. Representations and Warranties

(a) By the Company

- The Company is duly incorporated and has the authority to enter into this Agreement.
- The Shares, when issued, will be duly authorized, validly issued, fully paid and non-assessable.

(b) By the Subscriber

- The Subscriber has the full legal capacity and authority to enter into this Agreement and invest in the Shares.
- The investment is made for the Subscriber's own account and not with a view to resale or distribution in violation of applicable laws.

4. Conditions Precedent

Issuance and allotment of Shares contemplated herein are subject to the satisfaction of the following conditions precedent:

- Receipt of all necessary corporate and regulatory approvals.
- Completion of legal, financial and business due diligence by the Subscriber.
- Execution of definitive agreements, as required.

5. Confidentiality

Both parties agree to maintain the confidentiality of the terms and any non-public information exchanged pursuant to this Agreement.

6. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed under the laws of **[Jurisdiction]**. Any disputes arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of **[Arbitration Body]**.

For: [Company Name]

Authorized Signatory

Date: _____

For: [Strategic Investor Name]

Authorized Signatory

Date: _____

Important Notes:

- This sample agreement is for illustrative purposes and should be reviewed/adapted by legal counsel for actual use.
- Strategic investor agreements may contain special rights or obligations (e.g. board seats, veto rights, anti-dilution protection).
- Ensure compliance with local regulatory, securities, and corporate laws.
- Due diligence by both parties is critical before finalizing such documents.
- All monetary amounts and terms must be clearly specified and agreed.