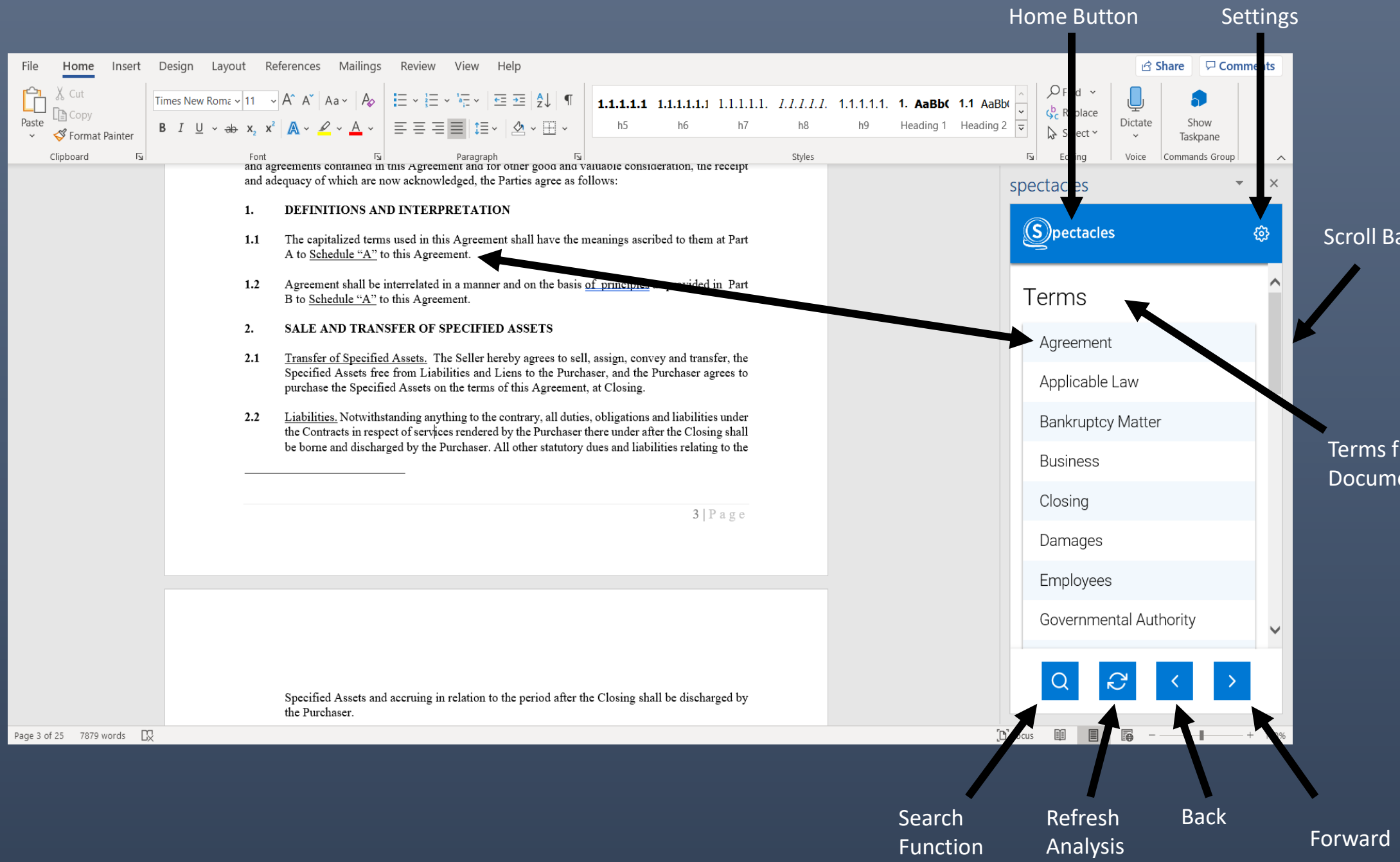
See What Matters

Basic Function Keys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and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are now acknowledged, the Parties agree as follows:
1. DEFINITIONS AND INTERPRETATION
1.1 The capitalized terms used in this Agreement shall have the meanings ascribed to them at Part A to Schedule "A" to this Agreement.
1.2 Agreement shall be interrelated in a manner and on the basis of principles provided in Part B to Schedule "A" to this Agreement.
2. SALE AND TRANSFER OF SPECIFIED ASSETS
2.1 Transfer of Specified Assets. The Seller hereby agrees to sell, assign, convey and transfer, the Specified Assets free from Liabilities and Liens to the Purchaser, and the Purchaser agrees to purchase the Specified Assets on the terms of this Agreement, at Closing.
2.2 Liabilities. Notwithstanding anything to the contrary, all duties, obligations and liabilities under the Contracts in respect of services rendered by the Purchaser there under after the Closing shall be borne and discharged by the Purchaser. All other statutory dues and liabilities relating to the
3 | Page
Specified Assets and accruing in relation to the period after the Closing shall be discharged by the Purchaser.
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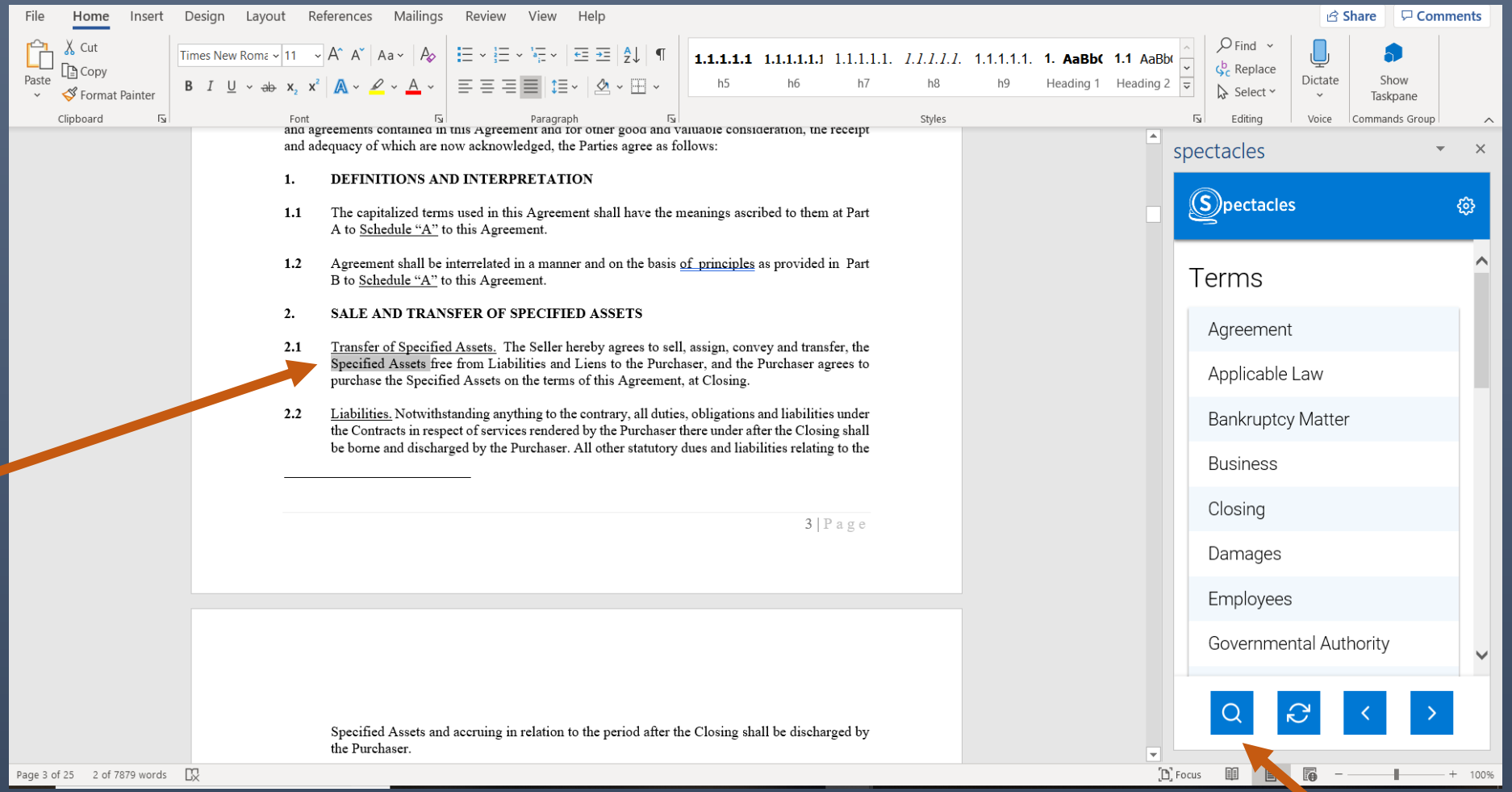
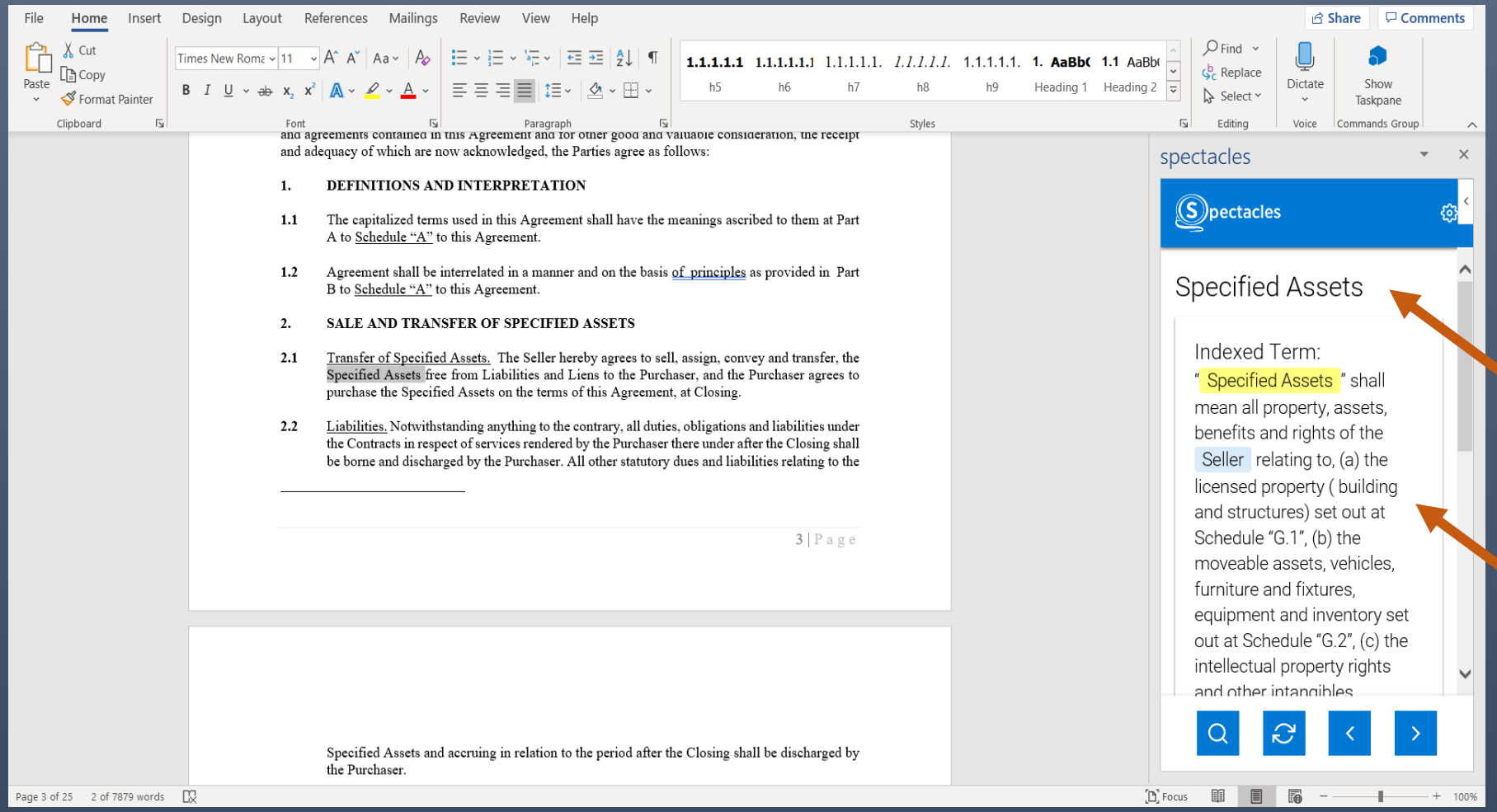
7879 words
spectacles
Terms
Agreement
Applicable Law
Bankruptcy Matter
Business
Closing
Damages
Employees
Governmental Authority

Search by Highlighting Text



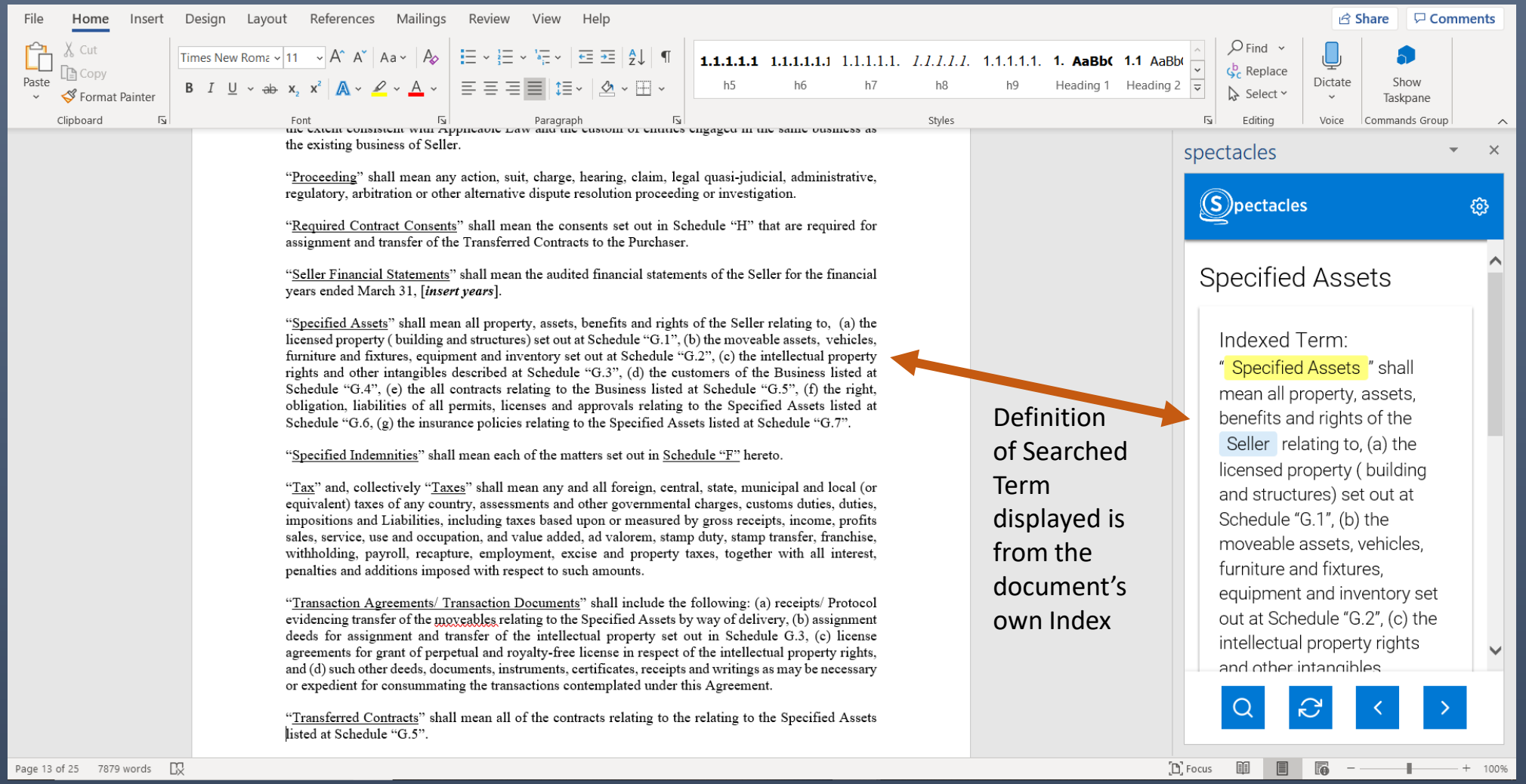
1) Highlight Term in Document Text

2) Click Search Function



Searched Term is Displayed

Definition of Searched Term is Displayed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Commands Group
the existing business of Seller.
"Proceeding" shall mean any action, suit, charge, hearing, claim, legal quasi-judicial, administrative, regulatory, arbitration or other alternative dispute resolution proceeding or investigation.
"Required Contract Consents" shall mean the consents set out in Schedule "H" that are required for assignment and transfer of the Transferred Contracts to the Purchaser.
"Seller Financial Statements" shall mean the audited financial statements of the Seller for the financial years ended March 31, [insert years].
"Specified Assets" shall mean all property, assets, benefits and rights of the Seller relating to, (a) the licensed property (building and structures) set out at Schedule "G.1", (b) the moveable assets, vehicles, furniture and fixtures, equipment and inventory set out at Schedule "G.2", (c) the intellectual property rights and other intangibles described at Schedule "G.3", (d) the customers of the Business listed at Schedule "G.4", (e) the all contracts relating to the Business listed at Schedule "G.5", (f) the right, obligation, liabilities of all permits, licenses and approvals relating to the Specified Assets listed at Schedule "G.6, (g) the insurance policies relating to the Specified Assets listed at Schedule "G.7".
"Specified Indemnities" shall mean each of the matters set out in Schedule "F" hereto.
"Tax" and, collectively "Taxes" shall mean any and all foreign, central, state, municipal and local (or equivalent) taxes of any country, assessments and other governmental charges, customs duties, duties, impositions and Liabilities, including taxes based upon or measured by gross receipts, income, profits sales, service, use and occupation, and value added, ad valorem, stamp duty, stamp transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts.
"Transaction Agreements/ Transaction Documents" shall include the following: (a) receipts/ Protocol evidencing transfer of the moveables relating to the Specified Assets by way of delivery, (b) assignment deeds for assignment and transfer of the intellectual property set out in Schedule G.3, (c) license agreements for grant of perpetual and royalty-free license in respect of the intellectual property rights, and (d) such other deeds, documents, instruments, certificates, receipts and writings as may be necessary or expedient for consummating the transactions contemplated under this Agreement.
"Transferred Contracts" shall mean all of the contracts relating to the relating to the Specified Assets listed at Schedule "G.5".
Definition of Searched Term displayed is from the document's own Index
spectacles
Specified Assets
Indexed Term:
" Specified Assets " shall mean all property, assets, benefits and rights of the Seller relating to, (a) the licensed property (building and structures) set out at Schedule "G.1", (b) the moveable assets, vehicles, furniture and fixtures, equipment and inventory set out at Schedule "G.2", (c) the intellectual property rights and other intangibles
Page 13 of 25
7879 words
Focus
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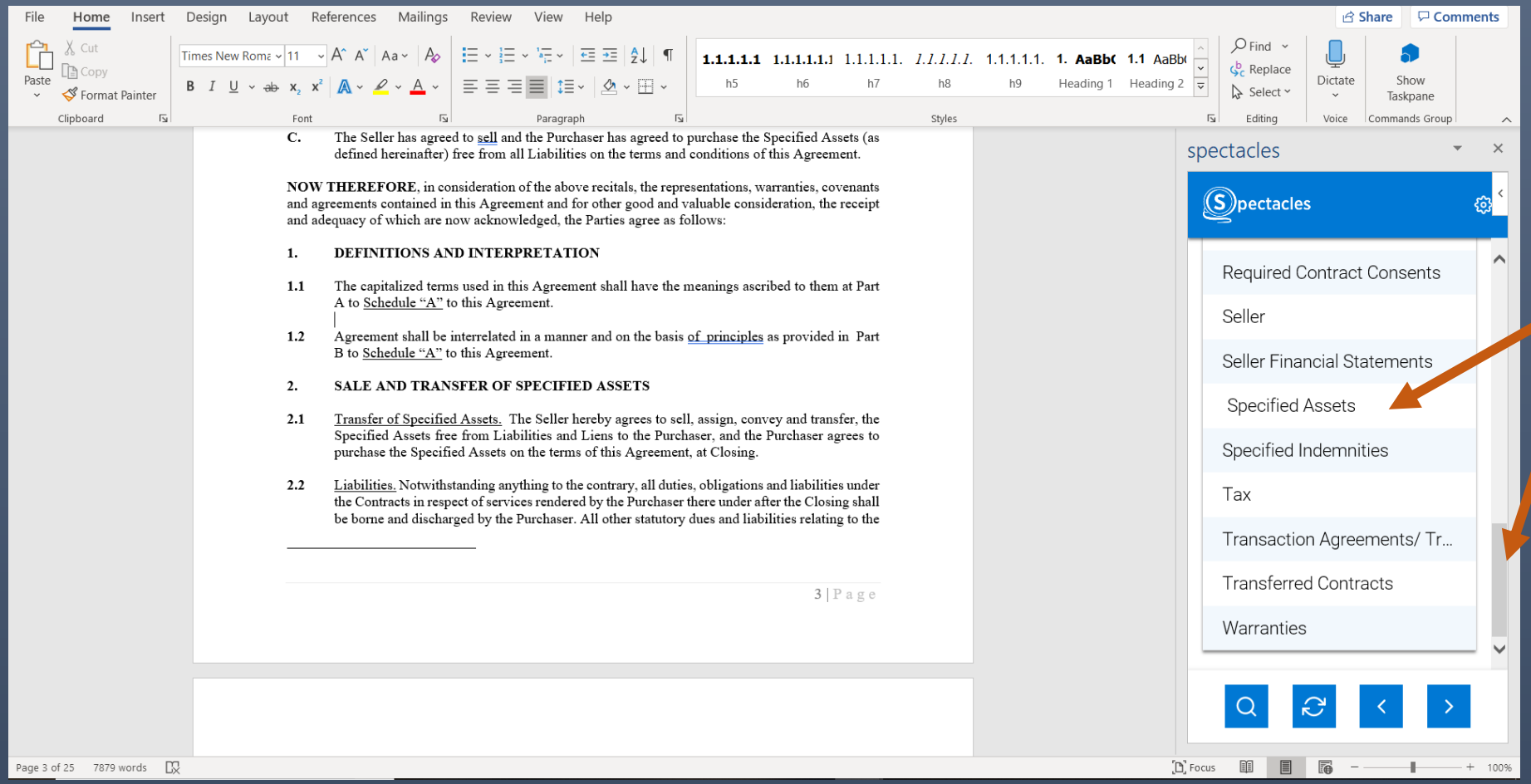
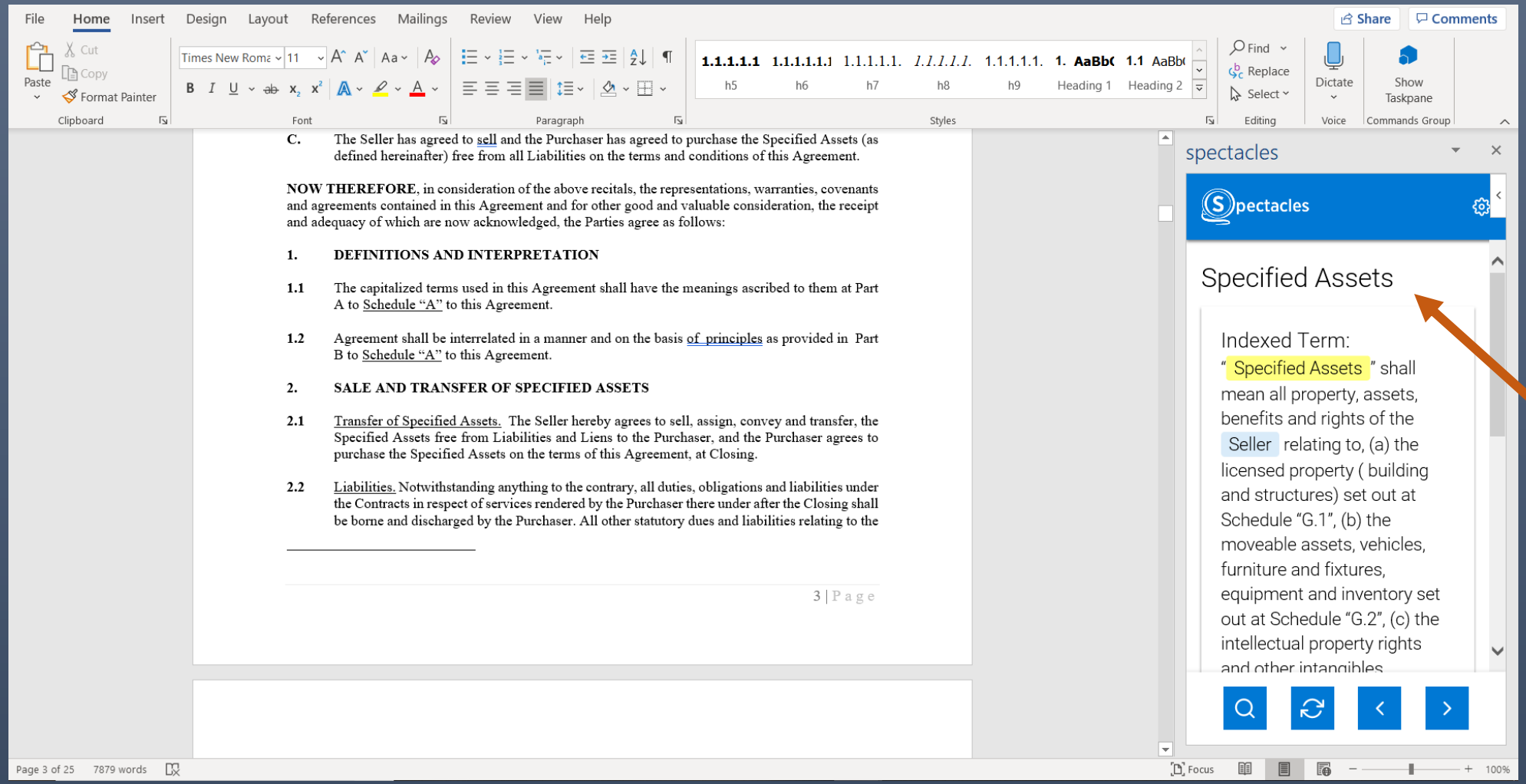
Search by Clicking Term from List



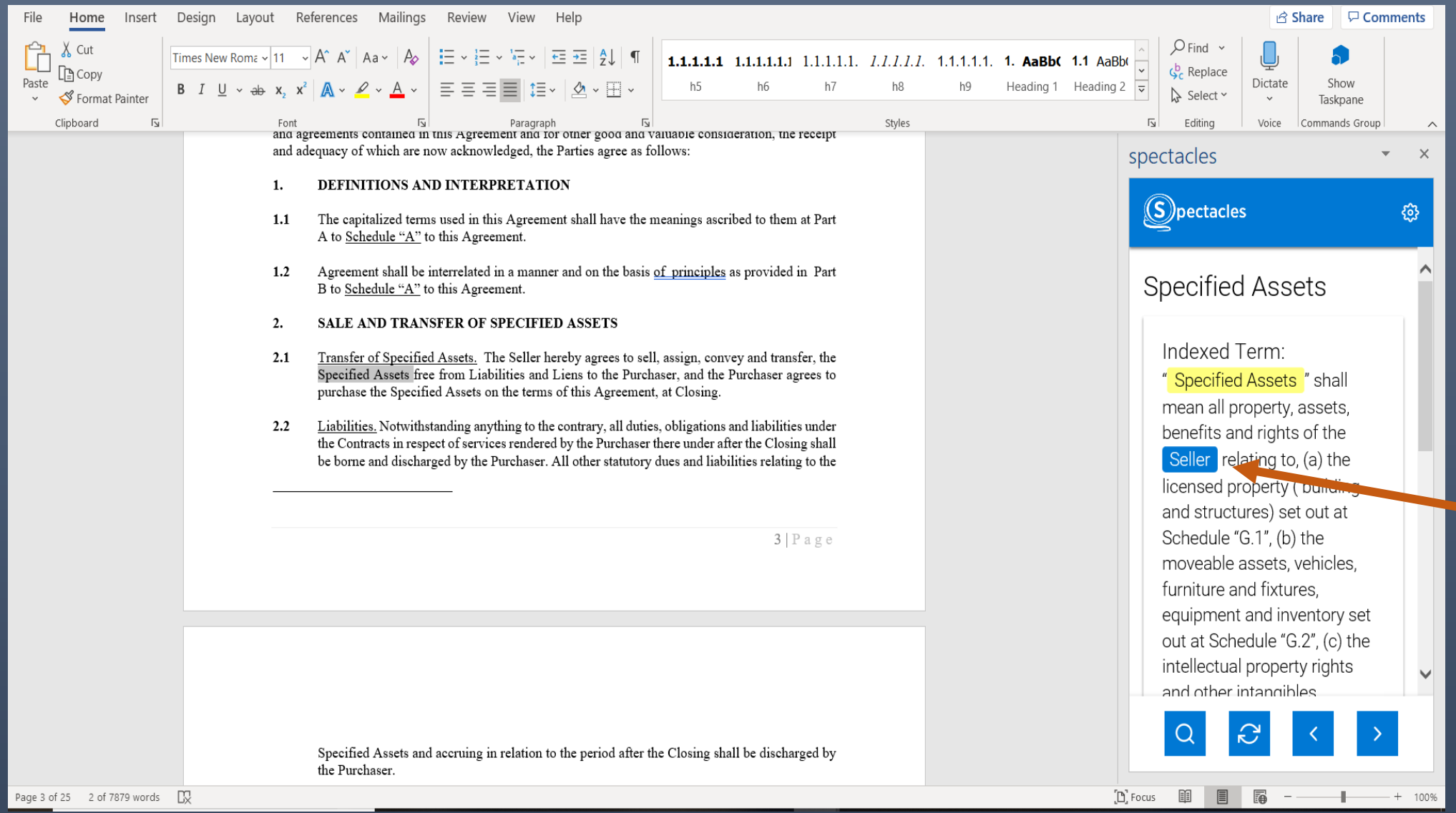
1) Scroll Down to Term

2) Click on Term to Display Definition

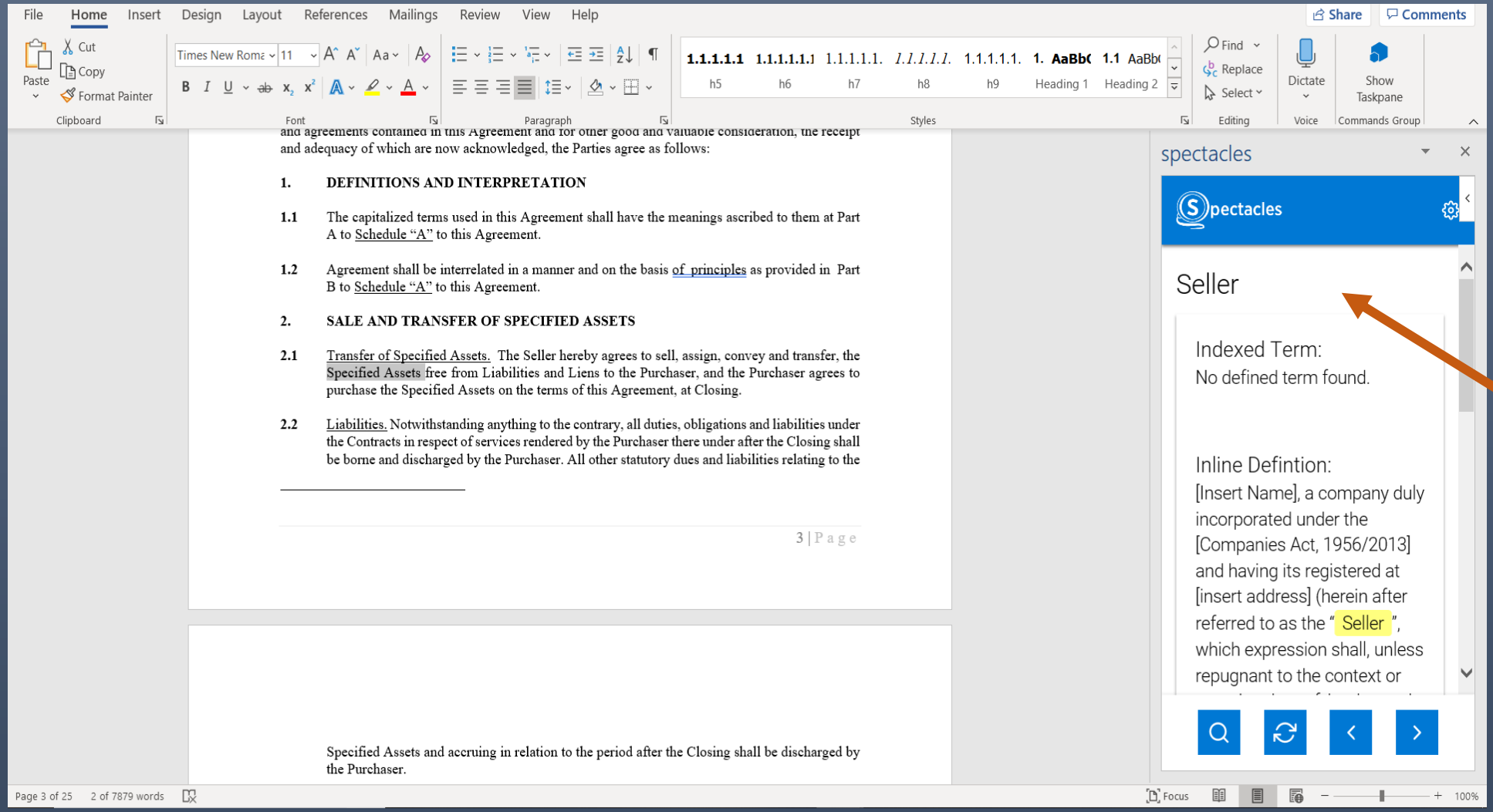


Definition is Displayed

Premium Offering: Clicking Through Definitions



Click term inside of definition



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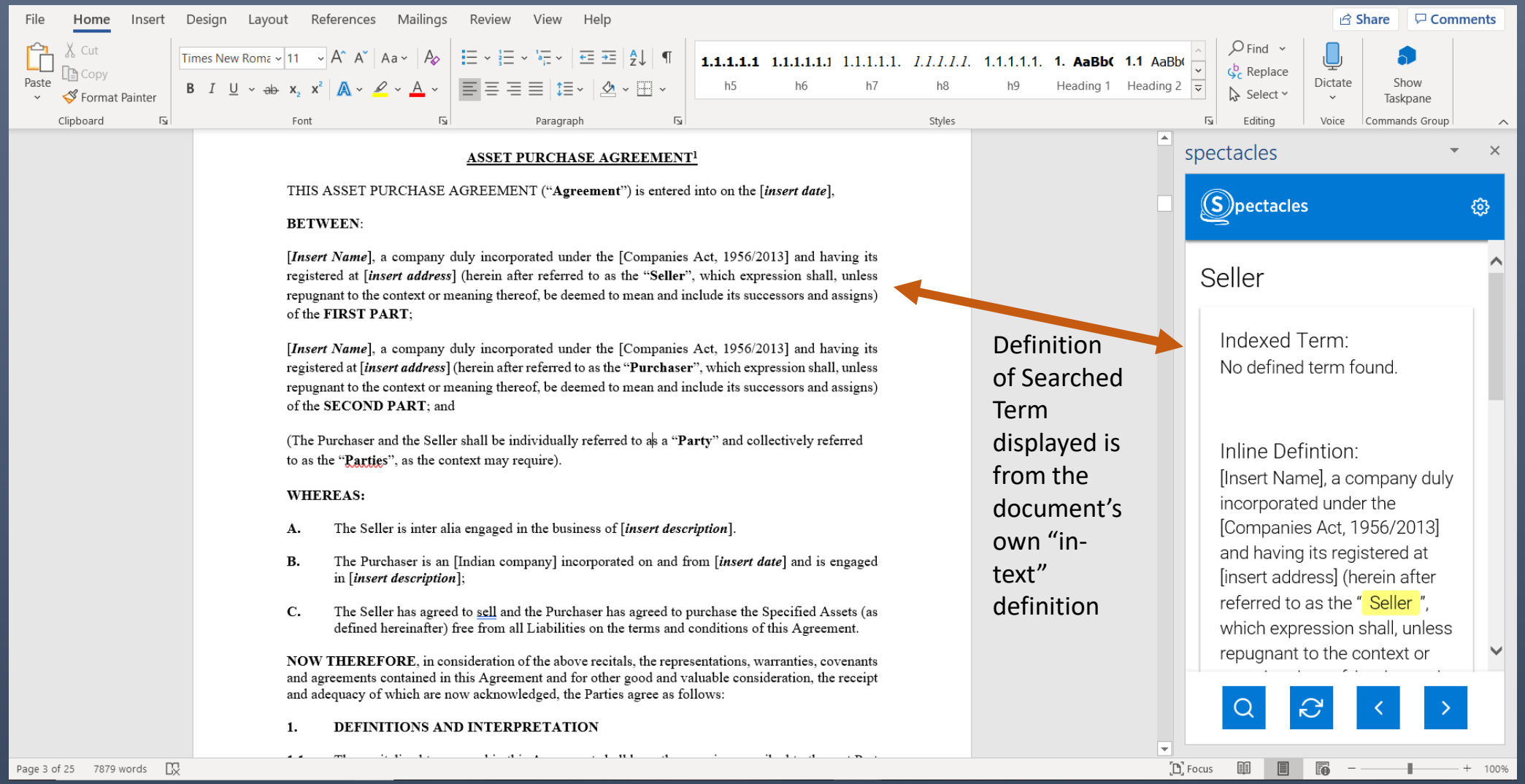
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Dictate
Voice
Show Taskpane
Commands Group
ASSET PURCHASE AGREEMENT[1]
THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into on the [insert date],
BETWEEN:
[Insert Name], a company duly incorporated under the [Companies Act, 1956/2013] and having its registered at [insert address] (herein after referred to as the "Seller", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;
[Insert Name], a company duly incorporated under the [Companies Act, 1956/2013] and having its registered at [insert address] (herein after referred to as the "Purchaser", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART; and
(The Purchaser and the Seller shall be individually referred to as a "Party" and collectively referred to as the "Parties", as the context may require).
WHEREAS:
A. The Seller is inter alia engaged in the business of [insert description].
B. The Purchaser is an [Indian company] incorporated on and from [insert date] and is engaged in [insert description];
C. The Seller has agreed to sell and the Purchaser has agreed to purchase the Specified Assets (as defined hereinafter) free from all Liabilities on the terms and conditions of this Agreement.
NOW THEREFORE, in consideration of the above recitals, the representations, warranties, covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are now acknowledged, the Parties agree as follows:
1. DEFINITIONS AND INTERPRETATION
Definition of Searched Term displayed is from the document's own "in-text" definition
spectacles
Spectacles
Seller
Indexed Term:
No defined term found.
Inline Defintion:
[Insert Name], a company duly incorporated under the [Companies Act, 1956/2013] and having its registered at [insert address] (herein after referred to as the " Seller ", which expression shall, unless repugnant to the context or
Page 3 of 25
7879 words
Focus
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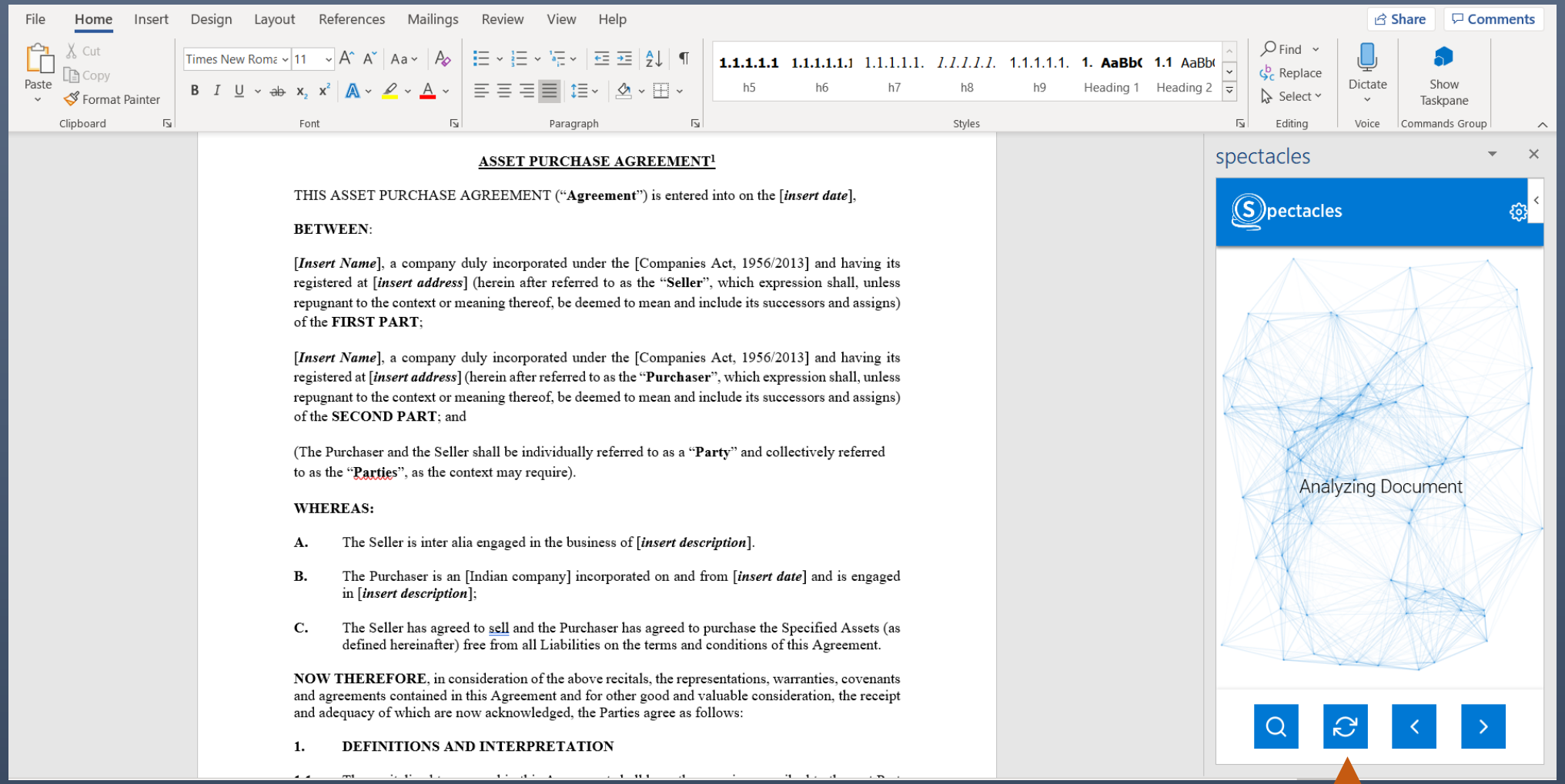
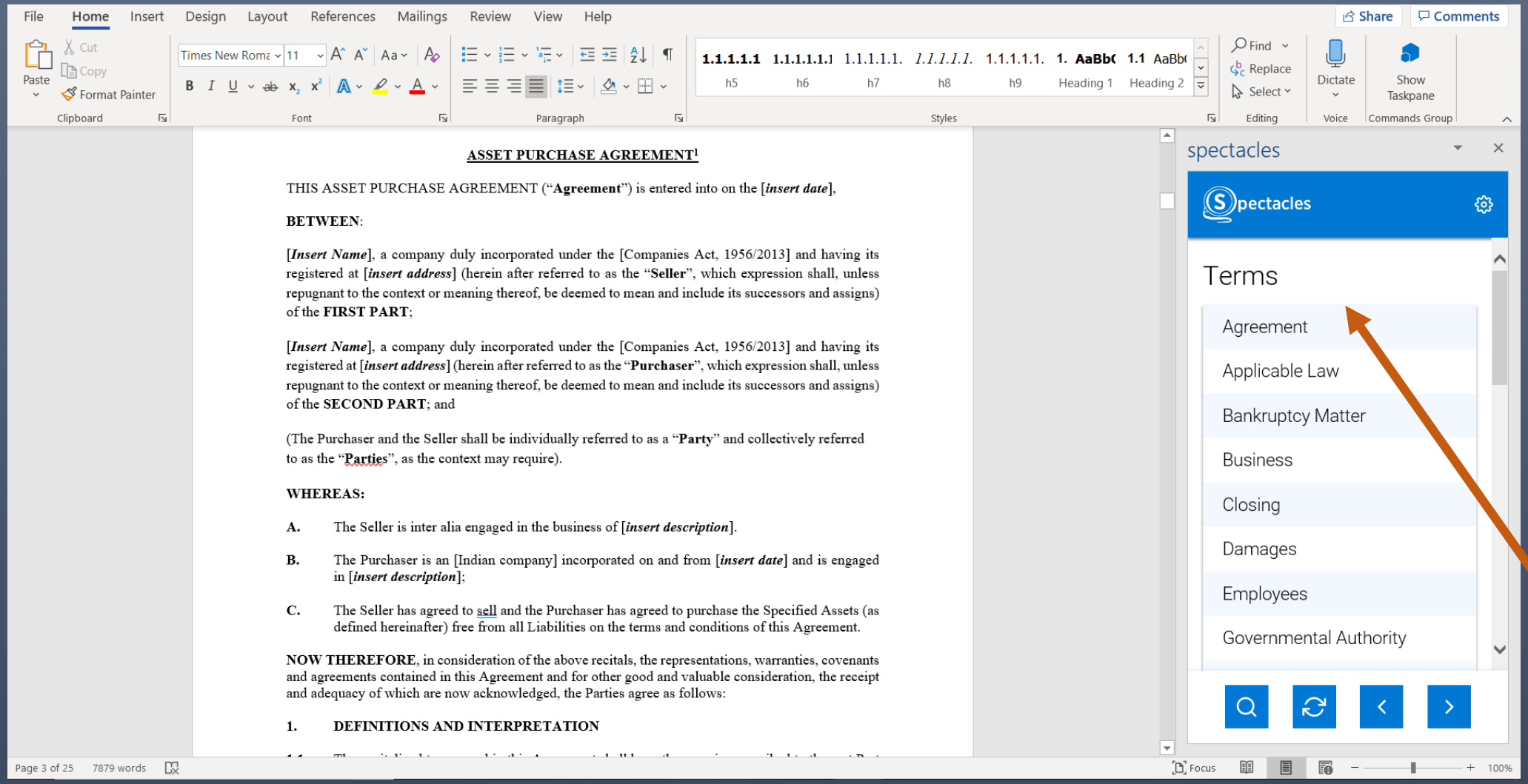
Refresh at any time after addition or removal of definitions to update list



Click refresh to re-analyze document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Commands Group
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[Insert Name], a company duly incorporated under the [Companies Act, 1956/2013] and having its registered at [insert address] (herein after referred to as the "Purchaser", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART; and
(The Purchaser and the Seller shall be individually referred to as a "Party" and collectively referred to as the "Parties", as the context may require).
WHEREAS:
A. The Seller is inter alia engaged in the business of [insert description].
B. The Purchaser is an [Indian company] incorporated on and from [insert date] and is engaged in [insert description];
C. The Seller has agreed to sell and the Purchaser has agreed to purchase the Specified Assets (as defined hereinafter) free from all Liabilities on the terms and conditions of this Agreement.
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1. DEFINITIONS AND INTERPRETATION
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7879 words
Focus
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spectacles
spectacles
Terms
Agreement
Applicable Law
Bankruptcy Matter
Business
Closing
Damages
Employees
Governmental Authority
Results of Analysis Displayed