**AGREEMENT OF PURCHASE AND SALE OF BUSINESS ASSETS**

This **AGREEMENT OF PURCHASE AND SALE OF BUSINESS ASSETS** herein referred to as the **“Agreement”**, is duly entered and executed this [SPECIFY DATE OF EXECUTION] at [SPECIFY PLACE OF EXECUTION]. This Agreement was duly made and enforced by the undersigned parties to govern the sale and purchase of business and assets by the undersigned buyer from the undersigned seller with respect to the completion and compliance of legal requirements and conditions in order to preserve the interests and rights of both parties.

The parties to this Agreement are as follows:

[SPECIFY CORPORATION NAME] is a domestic corporation incorporated under the laws of [SPECIFY STATE OF INCORPORATION] and is principally doing business in [SPECIFY PRINCIPAL PLACE OF BUSINESS] herein referred to as the “**Buyer”**;

and

[SPECIFY CORPORATION NAME] is a domestic corporation incorporated under the laws of [SPECIFY STATE OF INCORPORATION] and is principally doing business in [SPECIFY PRINCIPAL PLACE OF BUSINESS] herein referred to as the “**Seller”;**

**WHEREAS,** the undersigned Seller is principally engaged in the business of [SPECIFY THE PRIMARY BUSINESS OF THE SELLER] and owns a restaurant with a name [SPECIFY RESTAURANT NAME] which is hereinafter referred to as the **“Business”;**

**WHEREAS,** the Seller’s restaurant is principally located in [SPECIFY THE LOCATION OF THE RESTAURANT];

**WHEREAS,** the undersigned Seller intends to sell to the Buyer the subject restaurant and all the accessory assets to the undersigned Buyer;

**WHEREAS,** the Buyer desires to buy the said business and assets of the Seller and to comply with the terms and conditions of this Agreement for the sale transaction to prosper;

**NOW, THEREFORE,** for and in relation to the foregoing parties’ mutual pronouncements and manifestation to commit and adhere to the terms and conditions of this Agreement, the agreed terms and conditions are as follows:

**OBJECTIVES OF THE AGREEMENT**

1. This Agreement provides a comprehensive breakdown of the dynamics of the purchase and sale of business assets by the undersigned parties. It will emphasize the duties and obligations of the undersigned parties and their respective rights and terms of liabilities.
2. Nothing in this Agreement prohibits any of the parties from recommending additional objectives or modifying the same, provided that the other partner’s consent was secured and put into writing.

**SALE OF BUSINESS AND ASSETS**

1. As provided under this Agreement, the undersigned Seller agree to sell, transfer, and convey ownership to the undersigned Buyer in relation to the former’s restaurant business subject to the terms and conditions of this Agreement;
2. On the other hand, the undersigned Buyer is made aware and fully commits to purchase the said business and to pay the agreed consideration which is provided in the succeeding sections;
3. The undersigned Seller expressly disclose that the subject business asset which will be transferred to the Buyer are free from any liens or other forms of encumbrance.

**CONSIDERATION**

In order to effect a full transfer of ownership of the said business from the undersigned Seller to the Buyer, the latter is bound to pay a total consideration equivalent to [SPECIFY TOTAL PURCHASE PRICE $] which shall be due and demandable at the Closing. A complete breakdown of the agreed payment arrangement is duly attached to this Agreement and designated as [SPECIFY DESIGNATION].

The undersigned parties agree that payments shall be made at [SPECIFY THE AGREED VENUE FOR THE PAYMENT] and only to [SPECIFY THE AUTHORIZED REPRESENTATIVE OF THE SELLER]. The accepted payment modes are [SPECIFY THE ACCEPTED PAYMENT MODES].

**POSSESSION OF THE BUSINESS ASSETS**

1. Subject to the terms and conditions of this Agreement, the Buyer shall officially and legally possess the subject business after the payment of the agreed consideration and the issuance and transfer of relevant legal documents evidencing the ownership of the said business.
2. The Buyer is bound to demand and process the transfer of the title of the said business assets from the Seller not later than [SPECIFY AGREED PERIOD] after the Closing. It is only after the Buyer has complied with all the requirements provided under the law and this Agreement that the possession of the business assets shall be duly transferred by the Seller to the Buyer.

**RESPONSIBILITIES AND DUTIES**

1. This Agreement mandates the undersigned Buyer to perform and comply with the following duties and responsibilities:
	1. That after the due execution of this Agreement and after the perfection of the object of this Agreement such as the transfer of ownership and possession of the business assets from the Seller to the Buyer, the Buyer shall assume all the rights, obligations, and liabilities which are originally vested and incurred by the Seller and the former is bound to comply with the said obligations; and
	2. That the undersigned Buyer is required to comply with the documentation and other related obligations as per the registration of the property under its name not later than [SPECIFY AGREED PERIOD] after the due execution of this Agreement and after the perfection of the object of this Agreement.
2. This Agreement obliges the undersigned Seller to perform and comply with the following duties and responsibilities:
	1. That before the due execution of this Agreement and prior to the perfection of the object of this Agreement such as the transfer of ownership and possession of the business assets from the Seller to the Buyer, the Seller shall continue to exercise and comply with any and all the rights, obligations, and liabilities which are originally vested and incurred by the Seller and it is bound to comply with the said obligations; and
	2. That the undersigned Seller is required to perform and comply with the needed legal documents and other related obligations as per the transfer of the ownership of the property to the undersigned Buyer.

**REPRESENTATIONS AND WARRANTIES**

1. The undersigned Seller makes the following representations and warranties:
	1. That the undersigned Seller is the absolute and exclusive owner of the business and has the complete authority and power to dispose and convey the subject business assets to the Buyer;
	2. That the restaurant and all its accessory properties are all in good condition and that they are free from any form of lien or encumbrances;
	3. That the undersigned Seller is not aware of any pending case before a competent court pertaining to the ownership of the subject business assets;
	4. That undersigned Seller has duly complied with all the requirements and processes provided under the law and has the legal authority to conduct and operate its business;
	5. That the undersigned Seller duly agrees to comply and perform any and all obligations that are necessary and essential for the execution of the sale such as the delivery of certain statements, certificates, and other relevant documents; and
	6. That the execution of this Agreement will not violate with any of the provisions, sections, and general principles of the Articles of Incorporation of the Seller;
2. The undersigned Buyer represents and warrants the following:
	1. That the undersigned Buyer has the complete authority and power to buy and purchase the subject business assets from the Seller;
	2. That the undersigned Buyer is not aware of any pending case before a competent court that may affect its legal capacity to purchase the said business assets;
	3. That the undersigned Buyer shall duly comply and perform any and all obligations that are necessary and essential for the execution of the sale such as the delivery of certain statements, certificates, and other relevant documents; and
	4. That the execution of this Agreement will not violate any of the provisions, sections, and general principles of the Articles of Incorporation of the Buyer;

**MUTUAL CONDITIONS: CLOSING**

1. The Closing shall take place on [SPECIFY AGREED DATE OF CLOSING] at [SPECIFY AGREED TIME OF CLOSING], as agreed upon by the undersigned parties.
2. Prior to the day marked for the Closing, the undersigned Seller is bound to deliver the following documents to the Buyer. In addition to this, certain obligations must also be complied by the Seller within the agreed period.
	1. The Seller is obliged and mandated by this Agreement to complete the financial audit of the restaurant not later than [SPECIFY AGREED PERIOD];
	2. The Seller must deliver the required documents which serves as proof of its ownership of the said business in accordance with the terms and conditions specified in this Agreement;
	3. The Seller is bound to provide access to the Buyer in relation to the former’s financial accounts and information except those that are not relevant or directly related and significant to the pursuance of this Agreement; and
	4. Any other relevant conditions precedent that the Seller is required to comply with.
3. Prior to the Closing, the undersigned Buyer is bound to perform and exercise due diligence through reasonable means in the course of examining and reviewing the documents provided by the Seller.
4. This Agreement mandates the undersigned parties not to engage in any commercial or business transactions that can pose a negative effect on the execution of this Agreement especially the rights and interests of the undersigned parties.

**MISCELLANEOUS PROVISIONS**

**SPECIFIC PERFORMANCE:** Subject to the terms and conditions of this Agreement, the undersigned parties expressly agreed to consider the terms and conditions of this Agreement as peculiar and distinct. In relation to this, the enforcement of certain obligations which are enshrined in this Agreement must be strictly implemented. If one of the party defaults in the performance of certain obligations, the other party is entitled to commence an action for specific performance before court of competent jurisdiction. This is without prejudice to the right of the said party to avail of other legal remedies provided under the law.

**RIGHTS OF THE PARTIES:** Nothing in this Agreement shall be construed as giving rights and privileges to persons and entities that are not parties to this Agreement. The terms and conditions of this Agreement are exclusively binding to the undersigned parties and their respective successors and assigns.

**BROKER:** The undersigned Seller is responsible for the payment of broker’s fees.

**EXPENSES:** Subject to the terms and conditions of this Agreement, the undersigned parties shall be responsible for their respective expenses which are incurred in the course of performing their obligations unless there is a contrary stipulation.

**INDEMNIFICATION:** The undersigned Seller shall indemnify the Buyer and its authorized officers and representatives from any and all suits and claims filed before a court of competent jurisdiction which is brought about by the former’s violation of its warranties and representations. There is no valid claim for indemnification if the Buyer does not comply with the agreed requirements and conditions. However if the damages which were incurred by the Buyer are directly or indirectly due to its own actions which constitute as bad faith, gross negligence, and fraud, then the Seller would not be liable to the Buyer.

**HEADINGS:** In the course of drafting the terms and conditions of this Agreement, the undersigned parties made use of headings. However, such headings are only provided for the convenience of the parties and does not affect the overall interpretation of the Agreement

**TERMINATION:** In line with the preceding section, any of the undersigned parties may commence an action to terminate this Agreement if one of the parties commits an action that tantamount to a material breach of the terms and conditions of this Agreement. The initiating party must give the party at fault a notice of termination within [SPECIFY PERIOD] from the occurrence of such material breach. Subject to the terms and conditions of this Agreement, any of the undersigned parties is authorized to unilaterally terminate the operation of this Agreement before its completion, except in specific cases.

The subsequent declaration of nullity of a particular section or sections enshrined under this Agreement by a competent court will not affect the remaining valid provisions of this Agreement. The remaining sections will still be enforced and upheld.

**NOTICE:** Any and all correspondences and other forms of communication which will be used by the undersigned parties must follow and incorporate the following set of addresses:

[SPECIFY THE COMPLETE ADDRESS OF THE SELLER]

[SPECIFY THE OTHER RELEVANT CONTACT DETAILS]

And

[SPECIFY THE COMPLETE ADDRESS OF THE BUYER]

[SPECIFY THE OTHER RELEVANT CONTACT DETAILS]

The undersigned parties agreed to adhere and observe the following notice requirements in the event that certain actions and petitions would require the provision of the same:

* 1. It must be provided and disseminated to the undersigned partners within the period stipulated;
	2. The notice must be clear, concise, and definite; and
	3. The notice must be expressed in a written document following the preferred format;

**SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION**

1. 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.
2. 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.
3. 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.
4. 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.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

**ASSIGNMENT:** This Agreement expressly prohibits any of the undersigned parties to assign or transfer their rights and obligations arising from the operation of this Agreement to a third person or entity because such will go against the intention and objectives of this Agreement.

**WAIVER:** In the event that a party failed to make an express demand or exercise a right which is provided under the [SPECIFY LAW] against the other party, such act does not tantamount to an implied waiver of such right. It does not bar or preclude the other party from enforcing such right from the other party.

**IN WITNESS WHEREOF**, the undersigned parties fully execute this **AGREEMENT OF PURCHASE AND SALE OF BUSINESS ASSETS** this [SPECIFY DATE] and affix their respective signatures.

**SELLER:**

|  |
| --- |
|  |
| [PROVIDE COMPLETE NAME][PROVIDE HIS/ HER SIGNATURE ABOVE THE PRINTED NAME] [SPECIFY THE POSITION, IF THE ONE SIGNING WAS AN AUTHORIZED REPRESENTATIVE]  |
|  |
| [SPECIFY THE LAWYER’S NAME] [PROVIDE COMPLETE NAME][PROVIDE HIS/ HER SIGNATURE ABOVE THE PRINTED NAME]  |

|  |
| --- |
|  |
| [SPECIFY THE LAWYER’S NAME] [PROVIDE COMPLETE NAME][PROVIDE HIS/ HER SIGNATURE ABOVE THE PRINTED NAME]  |

**BUYER:**

|  |
| --- |
|  |
| [PROVIDE COMPLETE NAME][PROVIDE HIS/ HER SIGNATURE ABOVE THE PRINTED NAME] [SPECIFY THE POSITION, IF THE ONE SIGNING WAS AN AUTHORIZED REPRESENTATIVE]  |

|  |
| --- |
|  |
| [SPECIFY THE LAWYER’S NAME] [PROVIDE COMPLETE NAME][PROVIDE HIS/ HER SIGNATURE ABOVE THE PRINTED NAME]  |