**ASSET PURCHASE AGREEMENT**

*BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“SELLER”)*

*AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“BUYER”)*

*Dated as of \_\_\_\_, 200\_*

***AGREEMENT FOR THE PURCHASE OF ASSETS***

THIS AGREEMENT FOR THE PURCHASE AND SALE OF ASSETS (“Agreement”) is made as of this\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 200\_

**BY AND BETWEEN**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the “Seller”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors).

**AND**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the “Purchaser”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, transferees and assigns);

**(Both the “Seller” and the “Purchaser” are also jointly referred to herein as “Parties” and individually a “Party”)**

**WITNESSETH:**

The Seller is engaged in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and desires to sell, transfer, convey and assign on a piecemeal basis to the Purchaser all rights, interest and title in