**AGREEMENT FOR SALE OF A BUSINESS BY PARTNERS TO A PRIVATE COMPANY ALREADY INCORPORATED**

An Agreement made at………….this………….day of..................20………….between A, son of resident of………….B, son of………….resident of………….and C son of………….resident of………….carrying on the business of………….at………….in partnership under the name and style of M/s………….(hereinafter collectively called the "Vendors") of the ONE PART and X Y Co. Pvt. Ltd., a company registered under the Companies Act, 1956 and having its registered office at………….(hereinafter called the"Company") of the OTHER PART;

**WHEREAS** the company has offered to purchase the business of the Vendors as a going concern, which the Vendors have agreed on the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

(1) The Vendors as the beneficial owners will sell and the company and will purchase the business of at under the name and style of M/s . (hereinafter called the said business) with the goodwill, freehold and leasehold property described in the Schedule hereto and fixed plant, machinery and fixture thereon, benefit of subsisting contracts, stock­ in-trade, book debts, cash in hand and at the bank and all other properties and assets of the Vendors relating to the said business as on day of 20

(2) The Vendors have assured the Company that they have clear and marketable title to the said business together with its properties and assets and the same is not mortgaged, charged, hypothecated or otherwise encumbered in any manner whatsoever and the Company shall accept such title without investigation and shall not make any objection or requisitions in relation thereto.

(3) The consideration for the said sale (in addition to the debts and liabilities) shall be the sum of Rs . which shall be satisfied by the allotment to the Vendors in equal proportions of ................... ordinary shares of Rs. 10 each in the capital of the company credited as fully paid up.

(4) The Company shall purchase the said business subject to all debts and liabilities of the Vendors in respect thereof at the said ....................day of…………….20…………….and shall indemnify the Vendors and each of them against all claims, demands, actions or other proceedings in respect of such debts or liabilities.

(5) The sale shall be completed on the…………….day of…………….20…………….at the office of M/s . …………….Vendor's Solicitors at…………….AM, at which time the Company shall deliver to the Vendors certificates for the shares and the Vendors shall execute and do all such deeds and things as may be necessary for effectually vesting the said business and premises in the Company.

(6) The Vendors and each of them hereby jointly and severally irrevocably appoint the Company to be their and his attorney for executing all documents and for giving and executing all documents and for giving of all notices on behalf of the Vendors or any of them for carrying into effect the aforesaid sale and also for demanding, recovering and giving receipts for all debts due to the Vendors or any of them in respect of the said business and bringing all proceedings for the recovery of the same and in respect of all assets and properties of the said business.

(7) The Vendors hereby agree and undertake that none of them will carry on the business of …………….in his own name or in the name of any person or Company or otherwise, however, at……………. or within …………….Kms. thereof for a period of years from the date hereof.

(8) The Vendors shall carry on the said business as a going concern until actual completion of the sale for their own benefit and if the completion of sale is delayed for any reason, the Vendors shall from the said date carry on the said business on behalf of the Company and as from that date shall account to and be indemnified by the Company accordingly.

(9) The stamp duty and all the costs of and incidental to this agreement and the conveyance and assignment of the said business to the Company shall be borne by the Company.

**IN WITNESS WHEREOF** the parties of the One Part have set their hands and signatures and the Company has caused its seal to be affixed in the presence of two of its directors, who have also set their respective hands and signatures the day and year first hereinabove written.

The Schedule above referred to

**WITNESSES**

1.Signed and delivered by the within named Vendors A, B, C

2.

The common seal of the within named company X Y Z Co. Ltd. has been affixed pursuant to the Resolution of its Board of Directors passed on the…………….day of…………….20…………….in the presence of S/Shri..................and…………….Directors who have in token thereof set their hands and signatures