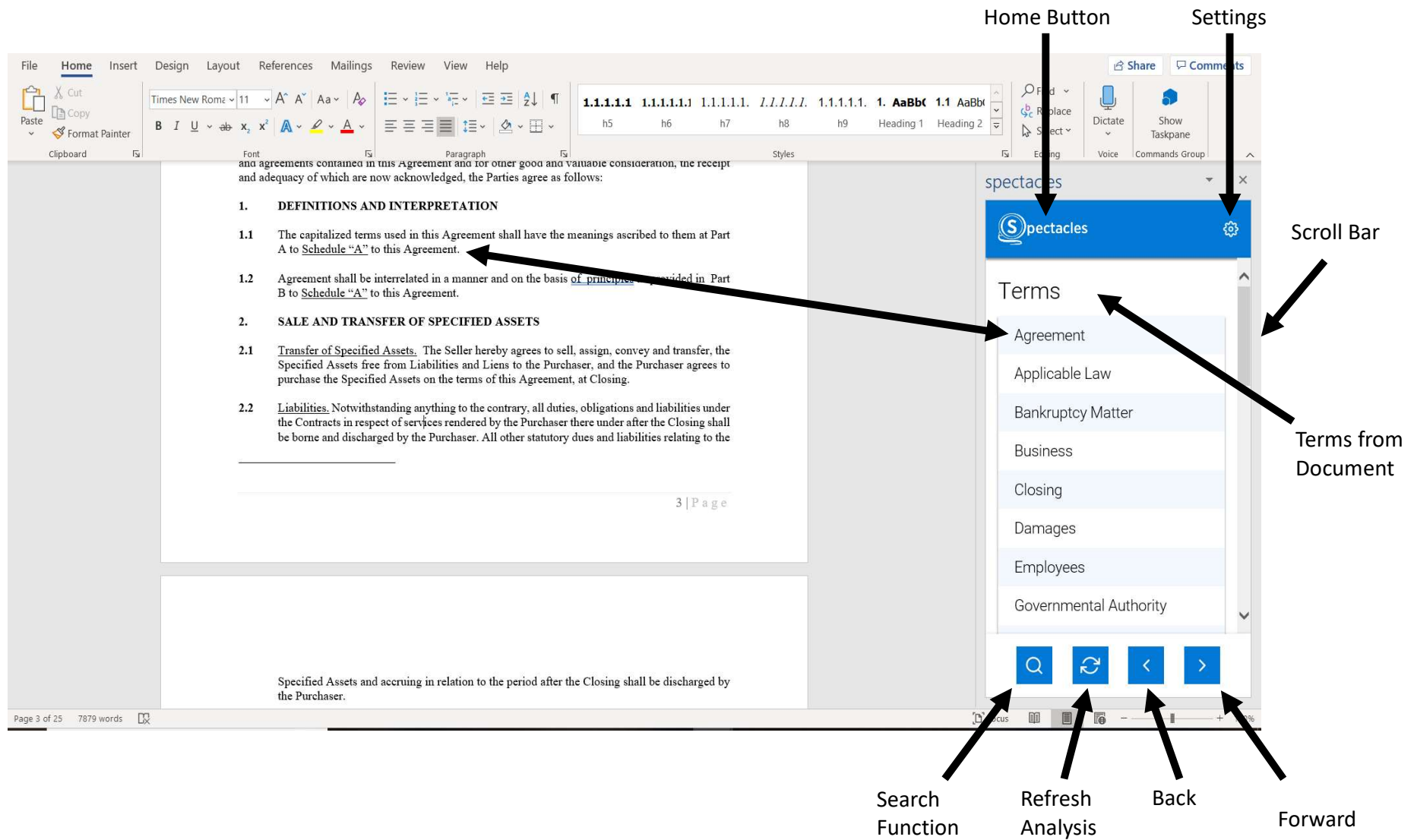


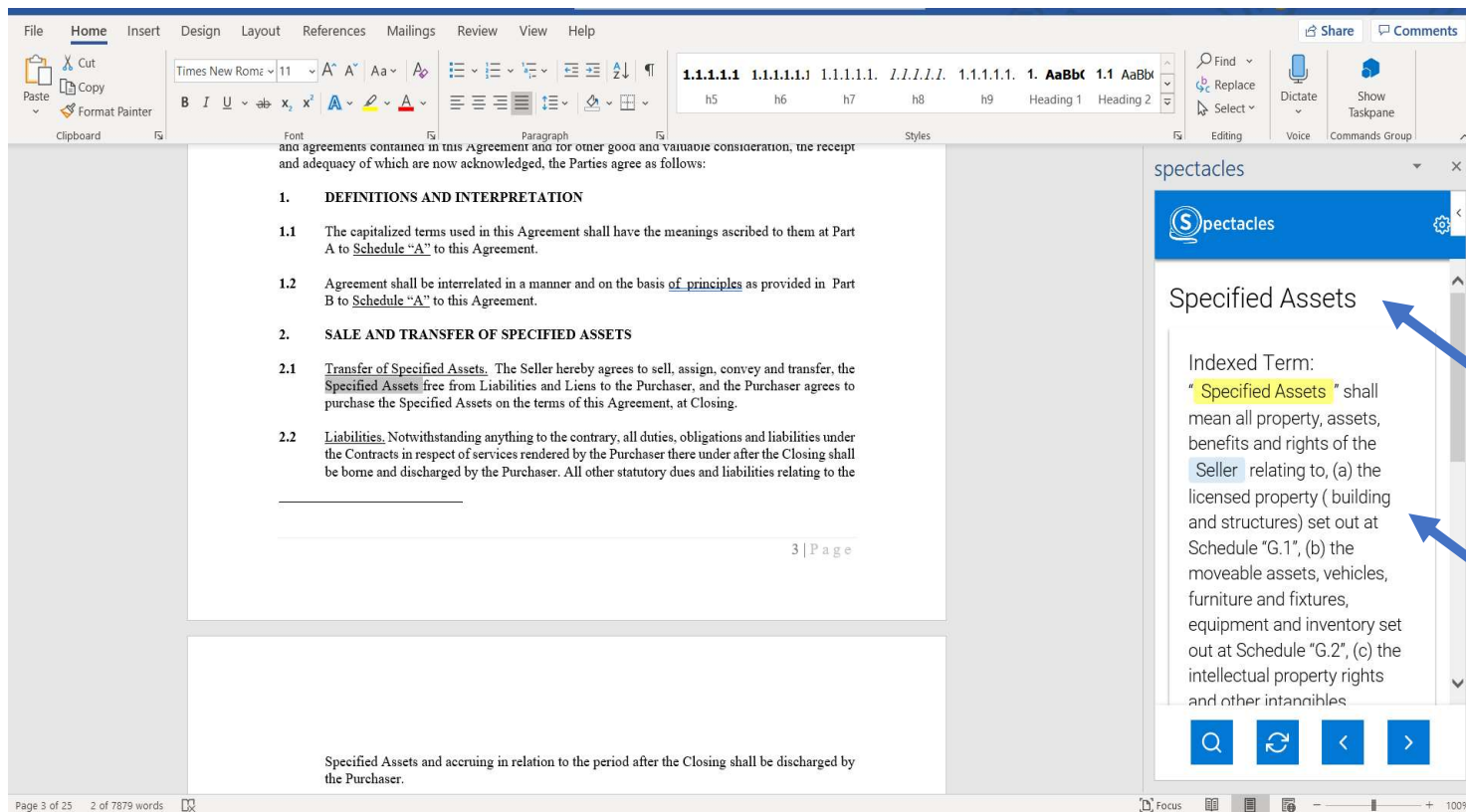
*See What Matters*

# Basic Function Keys



Search by Highlighting Text





Searched  
Term is  
Displayed

Definition  
of Searched  
Term is  
Displayed

The screenshot displays the Microsoft Word interface with a document containing legal clauses. The document text includes definitions for "Proceeding", "Required Contract Consents", "Seller Financial Statements", "Specified Assets", "Specified Indemnities", "Tax", and "Transaction Agreements/ Transaction Documents". A blue arrow originates from the "Specified Assets" entry in the Spectacles sidebar and points to the definition of "Specified Assets" in the document text.

**Document Text:**

"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".

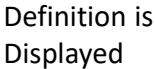
**Spectacles Sidebar:**

**Specified Assets**

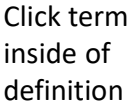
Indexed Term:  
 " **Specified Assets** " shall mean all property, assets, benefits and rights of the **Seller** relating to, (a) the licensed property ( building and structures) set out at Schedule "G.1", (b) the moveable assets, vehicles, furniture and fixtures, equipment and inventory set out at Schedule "G.2", (c) the intellectual property rights and other intangibles

Search by Clicking Term from  
List





# Premium Offering: Clicking Through Definitions



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Clipboard Paste Cut Copy Format Painter

Font Times New Roman 11 A A Aa x x

Paragraph 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 as 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.

Share Comments

Find Replace Select Dictate Show Taskpane

spectacles

Spectacles

Seller

Indexed Term:  
No defined term found.

Inline Definition:  
[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 2 of 7879 words

Focus 100%

Term is displayed

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**ASSET PURCHASE AGREEMENT<sup>1</sup>**

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**

spectacles

Spectacles

Seller

Indexed Term:  
No defined term found.

Inline Definition:  
[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

Definition of Searched Term displayed is from the document’s own “in-text” definition

Page 3 of 25 7879 words 100%

Refresh at any time after  
addition or removal of  
definitions to update list

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Share Comments

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**BETWEEN:**

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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:**

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**1. DEFINITIONS AND INTERPRETATION**

spectacles

Analyzing Document

Click refresh to re-analyze document

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**ASSET PURCHASE AGREEMENT<sup>1</sup>**

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**BETWEEN:**

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(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**

spectacles

Spectacles

Terms

Agreement

Applicable Law

Bankruptcy Matter

Business

Closing

Damages

Employees

Governmental Authority

Results of Analysis Displayed

Page 3 of 25 7879 words