**Draft Share Purchase Agreement**

This **Share Purchase Agreement** (“**Agreement**”)is made on this [EFFECTIVE\_DATE] (“**Effective Date**”):

**By and Between**:

1. «=holding\_full\_name», currently residing at «=seller\_address»(the “**Seller**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, successors, administrators and permitted assigns) of the **FIRST PART**; «=holding\_employee\_id»

Vesting Schedule

|  |  |  |
| --- | --- | --- |
| Date | Percentage | Quantity |
| «vesting\_schedules:each(schedule)» |  |  |
|  | % |  |
| «vesting\_schedules:endEach» |  |  |

**AND**

1. **«=holding\_buyer\_name»**, a public unlisted company incorporated under the Companies Act 1956 and having its registered office at [BUYERADDRESS] (the “**Buyer**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the **SECOND PART**;

**AND**

1. **«=company\_name»**, a private limited company, bearing corporate identity number 12345 and having its registered office at [company address] (the “**Company**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **THIRD PART**.

The Seller, the Buyer and the Company are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

**Whereas:**

1. The Company is engaged in the Business (*as defined hereinafter*).
2. The Seller is the sole legal and beneficial owner of the Sale Shares (*as defined hereinafter*).
3. The shareholding pattern of the Company as on the Effective Date is set out in **Part A** of **Schedule III** (*Shareholding Pattern prior to Completion*). The Seller is desirous to Transfer the Sale Shares and the Buyer, relying on the Seller Warranties (*as defined hereinafter*) and the covenants of the Seller, has agreed to purchase and acquire the Sale Shares from the Seller, in the manner as provided hereunder (“**Transaction**”). The shareholding pattern of the Company post Completion shall be as set out in **Part B** of **Schedule III** (*Shareholding Pattern post Completion*).