

Date: [REDACTED]

NOVATION AGREEMENT

[REDACTED]

and

[REDACTED]

and

[REDACTED]

NOVATION AGREEMENT

THIS NOVATION agreement (this "**Agreement**") is made and entered into on _____ by and _____ :

(Company Reg. No.: _____) of registered address at _____
 ("**Outgoing Party**");

(Company Reg. No.: _____) of registered address at _____
 ("**Incoming Party**"); and

(Company Reg. No.: _____) of registered address at _____
 ("**Remaining Party**").

(_____ of the Outgoing Party, _____ and _____ is referred to as "**Party**" and "**Parties**")

RECITALS

- A. The _____ and the _____ have _____ into a _____ dated _____ in _____ of Supply _____, a copy of which is _____ as _____ of this _____ (the "**Contract**").
- B. The Outgoing Party _____ to transfer and novate to the _____, and the _____ desires to _____ from the Outgoing Party, as of _____ ("**Effective Date**") all of the Outgoing Party's _____ and _____ under the Contract, on the terms set forth below.
- D. In _____ of the Incoming Party _____ all of the Outgoing Party's _____ the _____ and agreeing to _____ by the _____ of the _____ in place of the _____, the Remaining Party agrees to _____ and _____ the Outgoing Party from all _____ under the _____ from the _____ Date, on the _____ set forth below.

NOW, _____, for and in _____ of the mutual _____ contained _____, the _____ hereby agree as follows, as of the Effective Date:

1 Novation

The _____ hereby _____ to the Incoming Party all of the _____ in, to and under the _____.

2 Assumption; Bound as an _____

- 2.1 The _____ shall on the Effective Date _____ of the _____ under the _____ and all _____ to the _____ in the Contract will be _____ as _____ to the _____.
- 2.2 The _____ undertakes to _____ of the _____ and the Remaining Party to _____ assume _____ shall _____ each and _____ covenant, _____ and _____ that may _____ and become _____, due or _____ under the _____ on the _____ Party's _____ to be _____ in every _____ as if _____ Incoming Party _____ the original _____ to the _____ in _____ of the Outgoing Party.

3 Release of Outgoing Party;

- 3.1 With _____ from the _____, the Outgoing Party _____ have _____ in, by or _____ the _____ and shall _____ no _____ in respect _____.

- 3.2 _____ anything to the _____ in the _____, the Remaining Party _____ and _____ the Outgoing Party, _____ well as its _____, officers, _____, agents _____.

Attention: [REDACTED]

If to the Incoming Party:

Address: [REDACTED]

Tel No.: [REDACTED]

Fax No.: [REDACTED]

Attention: [REDACTED]

If to the Remaining Party:

Address: [REDACTED]

Tel No.: [REDACTED]

Fax No.: [REDACTED]

Attention: [REDACTED]

- 6.2 [REDACTED] to the above, all [REDACTED] that may or are [REDACTED] to be given by [REDACTED] party to [REDACTED] shall be [REDACTED] given by the sender and [REDACTED]:
- 6.2.1 [REDACTED] if served [REDACTED], when [REDACTED] by or on behalf of [REDACTED];
 - 6.2.2 [REDACTED] if delivered by a [REDACTED], will be deemed given [REDACTED];
 - 6.2.3 [REDACTED] if [REDACTED] by [REDACTED], will be deemed given upon the [REDACTED] report indicating that the [REDACTED] has been [REDACTED] in its entirety; and
 - 6.2.4 [REDACTED] if delivered by [REDACTED] in the [REDACTED] described above, will be [REDACTED] on the [REDACTED] after the day it is [REDACTED].

7 Miscellaneous

- 7.1 Each [REDACTED] of this [REDACTED] shall [REDACTED] to the [REDACTED] of each [REDACTED] hereto and its [REDACTED], including without [REDACTED] of the Contract.
- 7.2 This Agreement [REDACTED] the entire [REDACTED] between the [REDACTED] hereto and [REDACTED] all [REDACTED], representations or [REDACTED] related [REDACTED] this [REDACTED], either [REDACTED]
- 7.3 This [REDACTED] may be [REDACTED], in [REDACTED] or in [REDACTED], except by a [REDACTED] executed by all [REDACTED] hereto. This [REDACTED] shall be [REDACTED] or [REDACTED] by any Party [REDACTED] the [REDACTED] of other [REDACTED].
- 7.4 If any [REDACTED] in this [REDACTED] shall be [REDACTED] to be [REDACTED], in [REDACTED] or in part, under [REDACTED] laws, such [REDACTED] or part [REDACTED] to that [REDACTED] be [REDACTED] not to form [REDACTED] of this [REDACTED] but the [REDACTED] of the [REDACTED] shall not be [REDACTED].
- 7.5 Each [REDACTED] shall [REDACTED] (including [REDACTED]) incurred in the [REDACTED] and of this [REDACTED]. The [REDACTED] of this [REDACTED] shall be [REDACTED] by the [REDACTED] Party.
- 7.6 Each [REDACTED] agrees to do [REDACTED] and [REDACTED] all [REDACTED] reasonably [REDACTED] by the Parties and [REDACTED] or [REDACTED] as may be [REDACTED] or [REDACTED] to [REDACTED] full [REDACTED] of this [REDACTED].
- 7.7 This [REDACTED] shall be governed in all [REDACTED] by the [REDACTED] and each Party [REDACTED] to the exclusive [REDACTED] of the [REDACTED].
- 7.8 This [REDACTED] may be [REDACTED] in [REDACTED] number of [REDACTED], each of [REDACTED] upon [REDACTED] and shall, [REDACTED] shall be [REDACTED] an [REDACTED] for [REDACTED] provided [REDACTED], all such [REDACTED] shall, [REDACTED], upon [REDACTED] and [REDACTED], constitute [REDACTED] and the [REDACTED].

[the rest of the page is intentionally left blank]

IN WITNESS WHEREOF, the [redacted] have [redacted] this Agreement the [redacted] first above [redacted].

SIGNED by the **Outgoing Party**)

[redacted] (Company Reg. No.: [redacted]))

in the presence of:-)

.....
Witness

Name:

NRIC/Passport No.:

.....
Name

NRIC/Passport No.:

Designation:

SIGNED by the **Incoming Party**)

[redacted] (Company Reg. No.: [redacted]))

in the presence of:-)

.....
Witness

Name:

NRIC/Passport No.:

.....
Name

NRIC/Passport No.:

Designation:

SIGNED by the **Remaining Party**)

[redacted] (Company Reg. No.: [redacted]))

in the presence of:-)

.....
Witness

Name:

NRIC/Passport No.:

.....
Name

NRIC/Passport No.:

Designation:

Annexure 1

