

## Novation agreement: transfer debt to new debtor

**This novation is dated:** [date]  
**and is made between:** [Name of Creditor] ('the Creditor')  
**of / whose registered office is at** [address],  
**company number** [number]  
**And** [Name of Present Debtor] ( 'the )  
**whose registered office is at** [address],  
**company registration number** [number]  
**And** [Name of New Debtor] ( 'the )  
**whose registered office is at** [address],  
**company registration number** [number].

### Background

The Present Debtor owes the Creditor the sum of INR [000] on the [ ] ( " " ),

The Present Debtor - .

The parties have agreed to transfer the rights

The Creditor consents to the

**It is now agreed as follows:**

## 1. Definitions

“Contracts” means the contracts described in the Schedule.

“Claim” means an existing dispute

## 2. Novation

In consideration of the advantage each of the

/ ]:

2.1. The New Debtor is substituted for the Present Debtor under the Contract as if the New Debtor

2.2. The New Debtor

2.3. The Creditor agrees to this

## 3. Changes to the Contract

3.1. Paragraph [number] of the

3.2. Paragraph [number] of [ 15 ] %.

3.3. Any reference in the Contract to the website “www.mybusinessmaycrash.com”

“ . . . ”

[ 14 , 500 ]

3.4. [s additional consideration for this agreement, the Old Debtor will pay [ 5 , 000 ]

2000 31st 2099 ]].

## 4. Indemnities

4.1. [The New Debtor agrees to indemnify the Creditor from all loss, damage, ( , ].

AND/OR

4.2. [The Present Debtor agrees to indemnify the Creditor from all loss, damage, cost or expense ( , ( , ) ].

OR

4.3. [The Creditor releases and discharges the Present ]].

## 5. Claims

5.1. The Present Debtor now transfers to the New Debtor and the New , :

5.1.1 The New Debtor indemnifying the Present Debtor in respect of any , ;

5.1.2 The Present Debtor shall account to the New [ ?] .

5.2. Nothing in this Agreement shall operate .

## **6. Further assistance**

## **7. Counterparts**

## **8. Entire understanding**

## **9. Dispute resolution**

## **10. Publicity / Announcements**

## 11. Miscellaneous matters

11.1. , ,

11.2. , .

11.3. , .

11.4. , ,

11.5. , .

11.6. , .

11.7. , .

[ 72 ]

[ 24 ]

11.8. , .

11.9. , .

11.10. , .

/

OR

/

[

]

/

For, and on behalf of []

[print name](#)

For, and on behalf of []

[print name](#)

## **The schedule:**

disputes between the Present Debtor and the Creditor

[

]

## Explanatory notes:

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## Paragraph specific notes:

Note: numbering refers to paragraph numbers.

2 It is important that the price (or “consideration”) for the deal can be expressed in some other way than cash. This acknowledgment that each party

3 The deal resulting in the agreement may have other terms which should be included for the sake of completeness. Such

At paragraph 3.3 and 3. 4

4 It is for you to negotiate who is to indemnify whom. First, ask yourself whether

The most common provision in a novation agreement is for the incomer to be

5 Existing claims can be covered

## End of notes