

AU-COMbsl17

Business transfer agreement: incorporation of a sole trader or partnership to a company

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The Schedule Fixed Assets

The Date of this Agreement is: [■ ■ ■ ■]

The Seller is: [name]

of [private address]

and [second partner, if any]

of [private address]

[add more partners if required]

[Where two or more people constitute the Seller, they agree
that they are liable jointly and ■■■■■■
■■■■■■].

The Company is: [company name or LP name]

of [registered address] a company / limited partnership,
incorporated / registered in ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ / ■ ■ ■ ■
■ ■ ■ ■]

It is now agreed as follows:

1. Definitions

So far as the context permits, the following words ■■■■■■■■■■
■■■■■ :

"Accounts" means the audited profit and loss account of the Business for the year ended [date] and the balance sheet ■■■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■ .

"Assets" means all of the Assets of the Seller ■■■■■■
■■■■■■■■■■■■■■■■■■■■.

"Business" means the [type of business] business carried on by the Seller until today under the name and style [] .

"Confidential Information" means all information about the Business. It includes among other things, information about staff, their personal contact information, methods of doing business, future plans, policies, suppliers

2. Interpretation

[illegible]

- [illegible]

3. Agreement for sale

- [illegible]

- 3.1.1 the Business as a going concern;
- 3.1.2 the Fixed Assets;
- 3.1.3 the Stocks;
- 3.1.4 the Intellectual Property Rights;
- 3.1.5 the Domain Name(s);
- 3.1.6 the Website;
- 3.1.7 the benefit of the Contracts.

4. The Purchase Price

4.1. The Price for the business shall _____

 _____ :

Goodwill	\$ []
Fixed Assets	\$ []
Intellectual Property rights	\$ []
Contracts and all other property	Nil
The Stocks	To be ascertained
Total Price	\$ []

[illegible]

4.3. The Price shall be paid:

EITHER

[illegible]

OR

.....
.....

7.3. 12
.....
.....

8. Creditors and liabilities

8.1. ,
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8.2.
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..... ,
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9. Goods and Services Tax (GST)

9.1.
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.....
..... (.....)
1999 , 35 . 325

9.2.
.....
.....

9.3.
[7]
..... ,
..... ,
.....

10. Future activities

.....
.....:

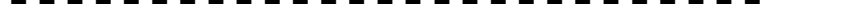
[illegible][illegible]

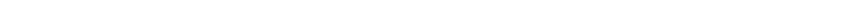
10.3. $\begin{bmatrix} 1 & 2 & 3 & 4 & 5 & 6 & 7 & 8 & 9 & 10 \\ 11 & 12 & 13 & 14 & 15 & 16 & 17 & 18 & 19 & 20 \\ 21 & 22 & 23 & 24 & 25 & 26 & 27 & 28 & 29 & 30 \\ 31 & 32 & 33 & 34 & 35 & 36 & 37 & 38 & 39 & 40 \end{bmatrix}$ is a 4×10 matrix, $\begin{bmatrix} 1 & 2 & 3 & 4 & 5 & 6 & 7 & 8 & 9 & 10 \\ 11 & 12 & 13 & 14 & 15 & 16 & 17 & 18 & 19 & 20 \\ 21 & 22 & 23 & 24 & 25 & 26 & 27 & 28 & 29 & 30 \\ 31 & 32 & 33 & 34 & 35 & 36 & 37 & 38 & 39 & 40 \end{bmatrix}$ is a 4×10 matrix, $\begin{bmatrix} 1 & 2 & 3 & 4 & 5 & 6 & 7 & 8 & 9 & 10 \\ 11 & 12 & 13 & 14 & 15 & 16 & 17 & 18 & 19 & 20 \\ 21 & 22 & 23 & 24 & 25 & 26 & 27 & 28 & 29 & 30 \\ 31 & 32 & 33 & 34 & 35 & 36 & 37 & 38 & 39 & 40 \end{bmatrix}$ is a 4×10 matrix, $\begin{bmatrix} 1 & 2 & 3 & 4 & 5 & 6 & 7 & 8 & 9 & 10 \\ 11 & 12 & 13 & 14 & 15 & 16 & 17 & 18 & 19 & 20 \\ 21 & 22 & 23 & 24 & 25 & 26 & 27 & 28 & 29 & 30 \\ 31 & 32 & 33 & 34 & 35 & 36 & 37 & 38 & 39 & 40 \end{bmatrix}$ is a 4×10 matrix.



[illegible][illegible]

11. Miscellaneous matters

[illegible][illegible]

11.3. .

11.4. 

11.5.  ,  .

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The Schedule - Fixed Assets

[list fixed assets]

Explanatory notes:

Business transfer agreement: incorporation of a sole trader or partnership to a company

General notes

1. Who are the parties?

As we explain briefly in the page from which you bought this document, it has been drawn primarily for an agreement between people who know each other already and where the directors of the company may be associated with the seller. If the deal is absolutely at arm's length, you

Of course, if the parties are close, it may not be necessary to execute the contract in minute detail. If all the documentation is in place, ■■■■■■■■■■ ■■■■■■■■■■.

2. Naming the seller

[illegible]

3. Tax clearance may be necessary

Where a transaction may not be at arm's length, it will attract the attention of Australian Taxation Office. You may be wise to consult your accountant and obtain clearance in advance. This may be particularly important if you plan a sale onwards at [REDACTED].

Paragraph specific notes

1. Definitions

We have no comment.

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose. Many of them ■ ■ ■ ■ ■ ■ ■ ■

.....
.....

3. Agreement for sale

There may be some overlap in this list:
.....

4. The Price

This agreement is drawn for use between parties who know each other and where the company buyer is either already connected to the seller or at least has detailed knowledge about the business. Because the relationship may be close, the
.....,
.....,,
.....
.....

It may be important :

Goodwill

Fixed assets

Intellectual property

Stock for sale or manufacture

Other categories . . .

You should consult an accountant as to the most favourable apportionments, although the
.....

5. Items to be delivered at completion

We have provided a long menu so that nothing
.....

6. Completion

This can

7. Stocks and debtors

This is a sensible provision. If you are,
.....,
.....,,
.....

8. Creditors and liabilities

[illegible]

9. Goods and Services Tax (GST)

Sale of business as going concern from one

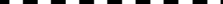
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10. Future activities

Even if you do not expect the seller to _____,
_____, _____,
_____, _____
_____.

11. Miscellaneous matters

Leave all these
.

Schedule: Fixed Assets

List the assets

End of notes