

NZ-COMbsl17

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

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■ ■ ■ ■ ■ , ■

■ , ■ ■ ■ ■ ■

■ .

[illegible][illegible]

2. Interpretation

[illegible]

- [illegible]

3. Agreement for Sale

3.1 Completion shall take place today, immediately upon exchange of this agreement duly signed ■■■■■■■■■■ . ■■■■■■■■■■
■■■■■■■■■■ , ■■■■■■■■■■
■■■■■■■■■■ :

3.1.1 the Business as a going concern;

3.1.2 the Goodwill;

3.1.3 the Fixed Assets;

3.1.4 the Stocks;

3.1.5 the Intellectual Property Rights;

3.1.6 the Domain Name(s);

3.1.7 the Website;

3.1.8 rights to use Third Party Software;

3.1.9 the benefit of the Contracts:

3.1.10 all other Assets

Other assets	86
Total	97

but excluding the Excluded Assets.

4. The Purchase Price

4.1 The Price for the Business shall [REDACTED]
[REDACTED]
[REDACTED]:

Goodwill	\$ []
----------	-------------

Fixed Assets \$ []

Intellectual Property Rights	\$ []
------------------------------	-------------

Contracts and all other property, Assets and rights	Nil
---	-----

the Stocks To be ascertained.

Total price [excluding Stock] \$ []

4.2 There shall be deducted from the []
[]
[] .

4.3 The Price shall be paid as follows upon []
[]
[] .

4.3.1 as to \$ [], [] / [] ;

AND / OR

4.3.2 as to \$ [amount] as a []
[] []
[]

AND / OR

4.3.3 as to fair consideration for the issue of [number] fully paid []
[] [] []
[]
[]
[] .

5. Items to be delivered at Completion

The Seller shall hand to the Company or otherwise deliver []
[] , []
[] , []
[] :

5.1 such of the []
[] ;

5.2 all books of account and GST records;

5.3 computer programmes []
[] ;

5.4 all data in electronic form, []
[] ;

5.5 []
[] [] []
[] , []

OR

[illegible][illegible]

6.4 [14] , , .

[illegible]

6.6 

 , 



7. Stocks and debtors

7.1 ■■■■■■■■■■■■■■■■■■■■■■ [14] ■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ,
 ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ .

7.2

- ,

[illegible][illegible][illegible]








OR

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[illegible]

9. Goods and Services Tax (GST)



[illegible]

9.4  7 
, , 

.

10. Future Activities

.....
.....:

[illegible][illegible]

10.3  [2] 

[illegible][illegible][illegible]

11. Miscellaneous matters

[illegible]

11.2

Witness to signature:

Witnessed by: [\[name\]](#)

of: [\[address\]](#)

Schedule 1: Fixed Assets

[list fixed assets]

Schedule 2: Excluded Assets

[list excluded assets]

Explanatory notes:

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

General notes:

- [illegible]

[illegible]

- 2.** It is assumed that the seller is a sole trader or small partnership. Their names could be stated as "Seller" or you could change to some abbreviation of the ■■■■■■ . ■■■■■■

- [illegible]

- [illegible]

- [illegible]

- [illegible]

Paragraph specific notes

1. Definitions

The term “Contracts” is intentionally broad, so as to cover many types of business. It could include contracts to buy, sell or

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

[illegible]

4. The Purchase 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 other party will also have a view as to what is or is not acceptable.

