

ZA-COMbsl17

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

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10. Future Activities
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Schedule 1 Fixed Assets

Schedule 2 Excluded 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] Pty Ltd of [registered address],
incorporated in the Republic ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■
■■ ■ ■ ■ ■ [■ ■ ■ ■].

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 ■■■■■■■■■■■■■■■■■■■■■■ ,
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

6.

"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,

[illegible]

means [www.\[URL\]](#) and [www.\[URL\]](#) and

This agreement ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

- [illegible]

6. Completion

[illegible]

OR

[illegible][illegible]

6.4 [14] , .


[illegible][illegible]

7. Stocks and debtors

[illegible]

7.2 - \dots , \dots [4 %].

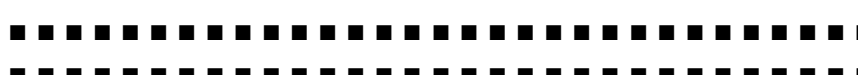
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8. Creditors and Liabilities

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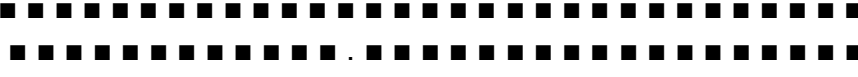
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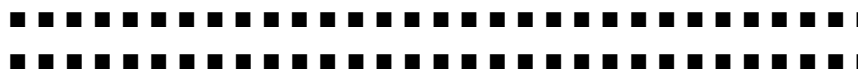
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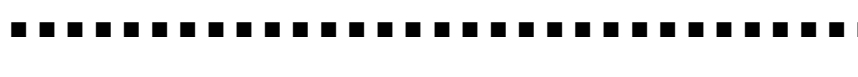
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9. Value Added Tax (VAT)

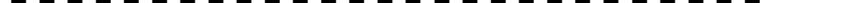
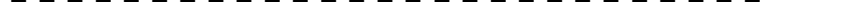
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9.2
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[illegible]

11. Miscellaneous matters

[illegible][illegible][illegible]

11.4 


[illegible][illegible][illegible][illegible]

Signed by [personal name], duly authorized for the Seller

Witness to signature:

Witnessed by: [name]

of: [address]

Signed by [personal name], duly authorized for the Company

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]

- [illegible]

- [illegible]

- [illegible]

- [illegible]

Matters relating to numbered paragraphs in the document

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

[illegible]

- 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. It

The buyer should never take the seller's word for the proposition that the seller will not compete and will say only good things about the buyer and the business.

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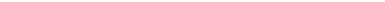
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