

SHARE SALE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

ACN/ABN (if applicable): _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

ACN/ABN (if applicable): _____

Address: _____

Phone/Email: _____

Shares Information:

Company Name: _____

Number of Shares to be Sold: _____

Class of Shares: _____

Purchase Price and Payment Terms:

Purchase Price: _____ AUD

Payment Method and Schedule: _____

Clause 1 – Interpretation

In this Agreement, unless the context otherwise requires, words and expressions defined in the Corporations Act 2001 (Cth) have the same meaning.

Clause 2 – Sale and Transfer of Shares

The Seller agrees to sell, and the Buyer agrees to purchase, the Shares described above on the terms set out in this Agreement.

Clause 3 – Representations and Warranties of the Seller

The Seller represents and warrants to the Buyer that: (a) the Seller is the sole legal and beneficial owner of the Shares and has full power to sell and transfer them; (b) the Shares are free from any encumbrance; (c) the Seller has complied with all laws and the company's constitution in relation to the sale of the Shares; (d) there is no litigation, investigation, or claims pending or threatened against the Seller or the Shares.

Clause 4 – Representations and Warranties of the Buyer

The Buyer represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

Clause 5 – Conditions Precedent

Completion of this Agreement is subject to the satisfaction or waiver of the following conditions precedent: (a) all approvals and consents required by law or the company's constitution are obtained; (b) no material adverse change has occurred; (c) all representations and warranties remain true and correct.

Clause 6 – Completion

Completion shall take place at a time and place agreed by the parties. At completion, the Seller shall deliver share transfer forms duly completed and executed, and all necessary documents to effect the transfer of the Shares to the Buyer.

Clause 7 – Risk and Title

Risk in the Shares shall pass to the Buyer upon completion. Title to the Shares shall pass upon registration of the Buyer in the share register of the Company.

Clause 8 – Purchase Price Adjustments

If agreed, adjustments to the Purchase Price based on agreed financial or operational criteria may be made as set out in a separate schedule or annexure.

Clause 9 – Confidentiality

Each party agrees to keep confidential all information received in connection with this Agreement and not disclose it to any third party except as required by law or with the prior written consent of the other party.

Clause 10 – Governing Law and Jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Australia and the State or Territory specified herein. The parties submit to the exclusive jurisdiction of the courts of that State or Territory.

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

Clause 12 – Amendments

Any amendment or variation to this Agreement must be in writing and signed by both parties.

Clause 13 – Notices

All notices must be in writing and delivered personally, by prepaid post, or by email to the addresses set out in this Agreement or as notified in writing.

Clause 14 – Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

Clause 15 – Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 16 – Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any other breach.

Clause 17 – Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together

constitute one and the same instrument.

Clause 18 – Costs

Each party shall bear its own legal and other costs associated with the preparation and execution of this Agreement unless otherwise agreed.

Clause 19 – Further Assurances

Each party agrees to do all things reasonably necessary to give effect to this Agreement.

Clause 20 – Signatures

The parties have executed this Agreement as a deed on the date stated in the Agreement.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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