

# SHARE PURCHASE AGREEMENT

Parties: \_\_\_\_\_

## **Seller Details:**

Full Name/Entity Name: \_\_\_\_\_

ABN/ACN (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## **Buyer Details:**

Full Name/Entity Name: \_\_\_\_\_

ABN/ACN (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## **Company and Shares:**

Company Name: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

Total Shares Owned by Seller: \_\_\_\_\_

Shares to be Sold and Transferred: \_\_\_\_\_

## **Purchase Price and Payment:**

Total Purchase Price: \_\_\_\_\_ AUD

Deposit Amount (if any): \_\_\_\_\_ AUD

Payment Method and Schedule: \_\_\_\_\_

## **Clause 1 – Sale and Purchase of Shares**

Seller agrees to sell, and Buyer agrees to purchase, the Shares described above, subject to the terms and conditions of this Agreement.

## **Clause 2 – Completion**

Completion of the sale and purchase of Shares shall occur at the place and time agreed by the parties, upon which Seller shall transfer share certificates and execute all documents necessary to effect the transfer of Shares to Buyer.

## **Clause 3 – Representations and Warranties of Seller**

Seller represents and warrants that: (a) Seller is the legal and beneficial owner of the Shares, with full power and authority to sell; (b) the Shares are free from any encumbrances, liens, or third-party rights; (c) there are no pending claims, litigation, or disputes affecting the Shares; (d) all corporate approvals have been obtained for the sale.

## **Clause 4 – Representations and Warranties of Buyer**

Buyer represents and warrants that: (a) Buyer has full power and authority to enter this Agreement and complete the purchase; (b) Buyer has conducted all necessary due diligence concerning the Company, Shares, and associated risks.

**Clause 5 – Conditions Precedent**

The obligations of the parties under this Agreement are conditional upon the satisfaction of all necessary corporate approvals, regulatory consents, and any other conditions agreed herein.

**Clause 6 – Covenants**

The parties shall cooperate to effect the transfer of Shares and execute any further documents reasonably required to complete the transaction.

**Clause 7 – Confidentiality**

Each party agrees to keep confidential all non-public information received in connection with this Agreement and use such information solely for the purposes of performing their obligations hereunder.

**Clause 8 – GST**

Unless otherwise stated, all amounts payable under this Agreement are inclusive of Goods and Services Tax (GST) or equivalent tax in Australia.

**Clause 9 – Indemnities**

Each party agrees to indemnify the other against any losses arising from any breach of their representations, warranties, or covenants under this Agreement.

**Clause 10 – Governing Law and Jurisdiction**

This Agreement is governed by the laws of the State of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales.

**Clause 11 – Notices**

All notices under this Agreement must be in writing and delivered personally, by post, or by electronic means to the parties at their addresses specified herein.

**Clause 12 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements.

**Clause 13 – Variation**

No variation to this Agreement is effective unless agreed in writing and signed by both parties.

**Clause 14 – Assignment**

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

**Clause 15 – Counterparts**

This Agreement may be executed in any number of counterparts, each of which is an original and all of which together constitute one instrument.

**Clause 16 – Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall continue in full force and effect.

**Clause 17 – Waiver**

No failure or delay by either party in exercising any right shall operate as a waiver of that right.

**Clause 18 – Costs**

Each party shall bear its own legal and other costs related to the preparation and execution of this Agreement.

**Clause 19 – Further Assurance**

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

**Clause 20 – Execution**

The parties have executed this Agreement as a deed, intending to be legally bound.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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