
RUDRA LEGAL CORPORATION PTY LTD TRADING AS LAWBANK

AND

AND

CONTRACT FOR SALE OF SHARES

Rudra Legal Corporation Pty Ltd

Suite 1.04, 159 Queen Street

Campbelltown NSW 2560

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Email: director@myrudra.net

Ref: VR:794VR18

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THIS AGREEMENT dated day of 2019

**BETWEEN Rudra Legal Corporation Pty Ltd ACN 163 240 319 trading as
LAWBANK** of 1/67 Scott Street, Liverpool, New South Wales (**Vendor**)

AND of (**Purchaser**)

AND of (**Company**)

RECITALS

- A.** The vendor is registered as the holder of shares in the company.
- B.** The vendor has agreed to sell and the purchaser has agreed to purchase those shares for the price and upon the terms set out hereunder.
- C.** Subject to compliance with the terms hereof the company has consented to and agreed to be bound by the terms of this contract.
- D.** The parties wish to commit the terms of their contract to writing as follows.

OPERATIVE PART

1. Interpretation

This contract is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this contract:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;

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- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
 - (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
 - (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
 - (h) Obligations under this contract affecting more than one party bind them jointly and each of them severally.

2. Agreement

The vendor hereby agrees to sell and the purchaser hereby agrees to purchase shares in the company for the purchase price of \$100.00 which sum shall be paid within 14 days of the satisfaction of the conditions contained herein hereinafter referred to as the settlement date.

3. Settlement

On the settlement date the vendors must:

- (a) Deliver up to the purchaser duly executed instruments of transfer of their shares; and
- (b) Cause a meeting of the directors of the company to be held at which the directors shall approve and consent to the sale and transfer by the vendors to the purchaser of the vendors' shares.

4. Registration

The company hereby agrees to take all steps and carry out all acts to procure the registration on the settlement date of the purchaser, as the registered holder of title to the vendors' shares.

5. Agreement to perfect

The parties hereto agree to execute all documents and do all things whatsoever as may be necessary and desirable, to better carry into effect the provisions of this contract.

6. Vendor's warranties

- (a) **Generally**
 - (i) It is a condition of this contract that each warranty is true and correct in every respect and shall be construed separately.

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- (ii) The vendor acknowledges that:
 - (1) The warranties have been given with the intention and for the purpose of inducing the purchaser to enter into this contract; and
 - (2) The purchaser has entered into this contract and agreed to the purchase price payable for the shares on the basis of and in full reliance upon the warranties.
 - (iii) Prior to the settlement date, the vendor will take all such steps and provide all such information and documents with regard to the company as the purchaser may reasonably require, and will give the purchaser and its professional advisers full and free access to the records and accounts of the company, whether financial or otherwise, to enable them to fully investigate the accuracy of the warranties.
- (b) **Vendors authority to sell**
- (i) The vendors are the registered and beneficial owners of their shares in the company.
 - (ii) The vendors have full power and authority to sell and transfer to the purchaser good legal and equitable title to the shares, without the consent or authorisation of any person except only consents required by the company.
- (c) **The company's financial statements**
- Other than matters disclosed to the purchaser in writing the books and accounts of the company truly and fairly reflect the company's affairs.
- (d) **Books and records**
- The company's books, records and registers are in the possession of the company, and accurately record the details of all of the company's transactions, finances, assets and liabilities.
- (e) **Taxation**
- (i) Other than disclosed to the purchaser in writing the company has lodged or filed all tax and duty returns for all taxes including goods and services tax, capital gains tax, income tax, sales tax, fringe benefits tax, payroll tax, and group tax and has paid all amounts found due for payment and has accounted to the relevant trustees for all superannuation entitlements of employees of the company.
 - (ii) No claim has or will be made against the company for payment by the company pursuant to the provisions of the Income Tax Assessment Act 1936 of any tax which is not shown, or included as a liability or provision in the balance sheet contained in the accounts.
 - (iii) No federal, state or municipal body has any dispute with the company concerning the company's affairs.
- (f) **Compliance with applicable laws**
- Neither the vendor nor the company has breached, or caused a breach of:

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- (i) The company's constitution; or
 - (ii) Any contract, agreement or instrument which binds the company; or
 - (iii) Any judgment, order, injunction or decree of any court commission or administrative body relating to the company or to the shares.

Neither the company nor any of its officers, agents or employees, while performing their duties for the company, has breached the law. The company has not been notified that it has, or may have, breached the law regulating its affairs or the conduct of its business.

(g) Litigation and indebtedness

Other than as disclosed to the purchaser in writing:

- (i) The company is not a party to, or threatened with, any claim, litigation, prosecution or arbitration in any court, tribunal or otherwise;
- (ii) There are no unsatisfied judgments or arbitral awards against the company;
- (iii) The company is not being investigated for any breach of the law;
- (iv) Neither the company nor any of its directors is aware of any breach of the law or of any circumstances which would give rise to a breach of the law, other than as disclosed to the purchaser in writing; and
- (v) The company has met all deadlines for repayment of its debts.

No petitions, notices or proceedings have come to the company's notice, which could result in it being wound up. No orders or resolutions have been made or passed to place the company in liquidation or provisional liquidation.

(h) Accuracy of disclosed information

The vendor has disclosed to the purchaser all information which:

- (i) Would be material for a purchaser in forming a decision whether or not to purchase the shares; and
- (ii) If either the vendor or the company becomes aware of anything which may constitute a breach of, or be inconsistent with any representation, warranty or undertaking in this contract, they will notify the purchaser of its particulars promptly in writing.

7. Time of essence

The parties hereto agree that time shall in all respects be of the essence of this contract.

8. Default

If the purchaser defaults in payment of any part of the purchase money or interest or other money payable hereunder, or in the performance or observance of any condition applicable to this contract, and if after 14 days notice in writing specifying the default has been given by the vendor to the purchaser to remedy the default it still continues, then the whole of the purchase money and other money owing or for the time being remaining unpaid under the contract shall, notwithstanding anything herein and without prejudice to any other rights of the vendors at their option, become immediately payable and recoverable.

9. Notices

A notice or communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

10. Waiver or variation

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude:
 - (i) Its future exercise; or
 - (ii) The exercise of any other power or right.
- (c) The variation or waiver of a provision of this contract or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

11. Counterparts

This contract may be executed in any number of counterparts each of which will be an original, but counterparts together will constitute one and the same instrument, and the date of the contract will be the date on which it is executed by the last party.

12. Costs

The costs associated with the preparation and finalisation of this contract shall be borne equally by the parties hereto.

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY RUDRA LEGAL CORPORATION PTY LTD ACN 163 240 319 TRADING AS LAWBANK in the presence of:)) Signature
..... Signature of witness		
..... Print name of witness		

SIGNED BY in the presence of:)) Signature
..... Signature of witness		
..... Print name of witness		

EXECUTED BY Error! Reference source not found.))	
..... Director	 Director
Name: ...		Name: ...