

# Deed of Assignment of Capital

*This Deed is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_*

## Between

**Assignor:** \_\_\_\_\_

(Address: \_\_\_\_\_)

**Assignee:** \_\_\_\_\_

(Address: \_\_\_\_\_)

## Recitals

WHEREAS the Assignor is the lawful and beneficial owner of the capital described herein;  
AND WHEREAS the Assignor has agreed to assign all their rights, title and interest in and to the said capital to the Assignee on the terms and conditions set forth below.

## 1. Assignment

The Assignor hereby absolutely assigns to the Assignee all rights, title and interest in the property described as:

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(hereinafter referred to as the "Assigned Capital"), to hold the same unto the Assignee, their heirs, executors, and assigns absolutely.

## 2. Consideration

In consideration of the sum of \_\_\_\_\_ (\_\_\_\_\_) paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor transfers the Assigned Capital as specified herein.

## 3. Warranties and Representations

The Assignor warrants that:

- (a) They are the sole legal and beneficial owner of the Assigned Capital.
- (b) The Assigned Capital is free from any encumbrance or third-party claim.
- (c) They have full right and authority to assign the Assigned Capital.

## 4. Indemnity

The Assignor agrees to indemnify the Assignee against any loss, claims, or liabilities arising from breach of warranties or third-party claims to the Assigned Capital.

## 5. Governing Law

This Deed shall be governed by and construed in accordance with the laws of

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Assignor

Date: \_\_\_\_\_

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Assignee

Date: \_\_\_\_\_

### **Important Notes**

- A Deed of Assignment should be executed as a deed and witnessed.
- The description of the assigned capital must be clear and unambiguous.
- Both parties should fully read and understand the terms before signing.
- It is advisable to seek independent legal advice before execution.
- Registration or notification to relevant authorities may be required depending on jurisdiction and asset type.