

# Private Capital Transfer Agreement

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

**Parties:**

**Transferor:** \_\_\_\_\_

**Transferee:** \_\_\_\_\_

## 1. Background

This Private Capital Transfer Agreement ("Agreement") sets out the terms and conditions under which the Transferor agrees to transfer, and the Transferee agrees to receive, a private capital asset as detailed herein.

## 2. Capital Description

**Type of Capital:** \_\_\_\_\_

**Amount/Value:** \_\_\_\_\_

**Identification or Reference No.:** \_\_\_\_\_

## 3. Transfer Terms

1. The Transferor warrants full ownership and the right to transfer the stated capital.
2. The capital shall be transferred to the Transferee on or before: \_\_\_\_\_.
3. Any applicable taxes, fees, or duties arising from this transfer shall be borne by:  
\_\_\_\_\_.

## 4. Representations and Warranties

1. Each party represents it has the authority to enter this Agreement.
2. The Transferor confirms the capital is free from encumbrances, unless otherwise disclosed.

## 5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

## 6. Miscellaneous

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
2. Any amendment must be in writing and signed by both parties.

### Transferor

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

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

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

### Transferee

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

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

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

### Important Notes

- This is a sample template for informational purposes; parties should seek legal advice before execution.
- Full and accurate disclosure of all terms and conditions is essential to avoid future disputes.

- Ensure the identity and authority of both parties are verified prior to signing.
- Depending on jurisdiction, certain transfers may require regulatory approval or notifications.
- Proper record-keeping of executed agreements is recommended for compliance and reference.