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Deed of Assignment of Shares

**DEED OF ASSIGNMENT OF SHARES**

This Deed of Assignment ("Deed") is made on this [Day] of [Month], [Year].

**BETWEEN:**

1. **[Assignor's Name]**, of [Assignor's Address] ("Assignor")
2. **[Assignee's Name]**, of [Assignee's Address] ("Assignee")

**RECITALS:**

A. The Assignor is the registered holder and beneficial owner of [Number of Shares] shares in the capital stock of [Company Name], a company incorporated in [Country] ("Company").

B. The Assignor has agreed to assign and the Assignee has agreed to acquire the said shares, subject to the terms and conditions set forth in this Deed.

**NOW THIS DEED WITNESSETH as follows:**

1. **Assignment**The Assignor hereby assigns to the Assignee, their executors, administrators, and assigns, all rights, title, and interest in and to [Number of Shares] shares of [Specify Class of Shares, e.g., Common Shares] in the capital stock of [Company Name] ("Shares"), free from all liens, charges, encumbrances, and any other third-party interests.
2. **Consideration**The consideration for the assignment of the Shares under this Deed shall be the sum of [Amount in Words] ([Currency Symbol][Amount in Numerals]) to be paid by the Assignee to the Assignor on or before [Due Date for Payment].
3. **Warranties of the Assignor**The Assignor warrants that:
   * They are the true and lawful owner of the Shares and is fully entitled to assign them as provided in this Deed.
   * The Shares are free from any charge, lien, pledge, or encumbrance.
   * There are no restrictions on the transfer of the Shares, whether arising under the statutes or under the articles of association of the Company.
4. **Covenants of the Assignee**The Assignee covenants with the Assignor to:
   * Pay the Assignor the consideration as stipulated in clause 2 of this Deed.
   * Comply with all laws and regulations governing the ownership and transfer of the Shares.
5. **Further Assurance**The Assignor agrees to execute and deliver such documents and perform such acts as may be necessary to give full effect to this Deed.
6. **Governing Law**This Deed shall be governed by and construed in accordance with the laws of [Jurisdiction].

IN WITNESS WHEREOF, the parties hereto have executed this Deed on the day and year first above written.

**SIGNED by [Assignor's Name]**[Signature]

**SIGNED by [Assignee's Name]**[Signature]

Witnesses:

1. **Name:** [Witness Name]  
   **Address:** [Witness Address]  
   **Occupation:** [Witness Occupation]  
   [Witness Signature]
2. **Name:** [Second Witness Name]  
   **Address:** [Second Witness Address]  
   **Occupation:** [Second Witness Occupation]  
   [Second Witness Signature]