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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]

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**Occupation:** [Witness Occupation]

[Witness Signature]

2. **Name:** [Second Witness Name]

**Address:** [Second Witness Address]

**Occupation:** [Second Witness Occupation]

[Second Witness Signature]