

YOUR LOGO
HERE

**DEED OF ASSIGNMENT OF DEBT
COMPANY TO COMPANY**

DATED THE ____ DAY OF _____ 20__

Company Pty Ltd

ACN 111 222 333

(the Assignor) of the First Part

AND

Andrew Smith Pty Ltd

ACN 222 333 123

(the Assignee) of the Second Part

DEED OF ASSIGNMENT OF DEBT MADE THE ___ DAY OF _____ 20__ .

BETWEEN: Company Pty Ltd ACN 111 222 333 a company duly incorporated, registered in NSW and having its registered office at 1 Sydney Street Sydney 2000 (**the “Assignor”**) of the First Part.

AND: Andrew Smith Pty Ltd ACN 222 333 123 a company duly incorporated, registered in NSW and having its registered office at 1 Perth Street Perth 5000 (**the “Assignee”**) of the Second Part.

RECITALS:

- A. The Assignor is owed five hundred dollars (\$500) (**the “Debt”**) by Other Company ACN 222 555 566 (**the “Debtor”**). The Debt is immediately due and payable.
- B. The Assignor has agreed to assign the Debt to the Assignee absolutely both at law and in equity on the terms set out in this Deed.

THEREFORE BY THIS DEED:

1. ASSIGNMENT OF DEBT

- 1.1. The Assignor as the legal and beneficial owner of the Debt hereby absolutely passes, assigns and transfers the legal and equitable right and ownership to the whole of the Debt to the Assignee with the intent that the Assignee shall from express notice in writing signed by the Assignor being given to the Debtor such Debt shall be and be deemed to have been effectively assigned both at law and in equity.
- 1.2. The Assignee accepts the assignment of the Debt from the Assignor under the terms of this Deed.
- 1.3. The assignment of the Debt to the Assignee is free of all mortgages, charges and encumbrances of whatsoever kind or nature.
- 1.4. The Assignor represents to the Assignee that the Assignor has full power and is not in any way restricted or prevented from fully and absolutely passing, assigning and transferring the whole of the Assignor’s legal and equitable right and ownership in the Debt to the Assignee so that the Assignee will upon express notice in writing being given to the debtor become the owner of the Debt both at law and in equity.
- 1.5. This assignment is not an assignment by the Assignor to the Assignee by way of charge.

2. COVENANT FOR FURTHER ASSIGNMENT

2.1. If for whatever reason the assignment to the Assignee of the Debt is not absolute and fully effective both at law and in equity then the Assignor covenants with the Assignee that the Assignor will, without any fee or charge, sign all further documents including deeds, consents, transfers, notices and other forms as may be reasonably required by the Assignee to more fully, perfectly and absolutely pass, assign and transfer the legal right to the Debt to the Assignee.

3. NOTICE IN WRITING TO THE DEBTOR

3.1. The Assignor shall execute and cause to be served upon the Debtor the Express Notice of Assignment of Debt (the "Notice") in the form set out in the Schedule to this Deed, which Notice shall be served by the Assignee or the Assignee's representative upon the Debtor.

4. STAMP DUTY AND REGISTRATION FEES

4.1. The Assignee must promptly pay any stamp duty assessed as payable in respect of the assignment to it of the Debt and must also pay all other fees payable in respect of the assignment of the Debt.

4.2. The Assignee indemnifies the Assignor against any liability to pay stamp duty in respect of this assignment. The reference to stamp duty includes any liability to pay any fine, penalty or additional sum as a consequence of any late lodgement or non-payment of the initial duty.

5. NO WARRANTY AS TO PAYMENT

5.1. It is expressly acknowledged by the Assignee that the Assignor gives no warranty and makes no representation to the Assignee in respect to the Debtor's capacity or financial capability to pay the Debt.

5.2. The Assignor is not aware of any dispute as to the Debtor's liability to pay the Debt save for any disclosure made by the Assignor in writing to the Assignee prior to entering into this Deed and the Assignor gives no warranty and makes no representation to the Assignee as to whether or not the Debtor will promptly pay the Debt or dispute or refuse to pay the Debt.

5.3. The Assignee represents to the Assignor that the Assignee has made its own enquiries as to the capacity of the Debtor to pay the Debt and as to whether there is any dispute with the Debtor with respect to the Debt. The Assignee hereby expressly states that the Assignee is not relying on anything said or represented to the Assignee by the Assignor in respect to the Debtor's capacity and/or willingness to pay the Debt.

6. LEGAL ADVICE

6.1. Each party acknowledges to the other that they have had the opportunity to obtain separate and independent legal advice before entering into this Deed.

7. CONSIDERATION

7.1. The consideration for the assignment of the Debt is the payment by the Assignee to the Assignor of the sum of five hundred dollars (\$500) plus GST the receipt whereof is hereby acknowledged by the Assignor.

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

SIGNED BY EACH OF THE PARTIES AS A DEED

SIGNED BY Company Pty Ltd)
ACN 111 222 333 pursuant to Section 127)
of the *Corporations Act* 2001 in the presence)
of:

Signature of Witness

Name of Witness

Signature of Director

Name of Director

Signature of Director/Secretary

Name of Director/Secretary

SIGNED BY Andrew Smith Pty Ltd)
ACN 222 333 123 pursuant to Section 127 of)
the *Corporations Act* 2001 in the presence of:)

Signature of Witness

Name of Witness

Signature of Director

Name of Director

Signature of Director/Secretary

Name of Director/Secretary

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PROVIDE THROUGH THE BUILDING PROCESS

SCHEDULE

Notice in Writing of Assignment of Debt

To: Other Company ACN 222 555 566
1 Brisbane Street Brisbane 7000
(the “Debtor”)

WHEREAS

- A. You, the Debtor, are indebted to Company Pty Ltd ACN 111 222 333 (the “Assignor”) in the sum of five hundred dollars (\$500) (the “Debt”).
- B. The Debt is immediately due and payable by you as the Debtor to the Assignor.

THE ASSIGNOR HEREBY gives you express written notice that by Deed of Assignment dated the ___ day of _____ 20__ the Assignor passed, assigned and transferred absolutely the whole of the Assignor’s legal and equitable right and ownership to the Debt to Andrew Smith Pty Ltd ACN 222 333 123 (“the Assignee”) with the intent that the Assignee is now the owner of the Debt and payment of the Debt should be made to the Assignee and further that the Assignee now has all legal and other remedies in respect of the Debt including the right to enforce payment of the Debt by you the Debtor and full power to give to you the Debtor a good discharge for the Debt without the concurrence of the Assignor.

Dated the ___ day of _____ 20__.

SIGNED BY Company Pty Ltd)
ACN 111 222 333 pursuant to Section 127 of)
the *Corporations Act* 2001 in the presence of)

Signature of Director

Signature of Witness

Name of Director

Name of Witness

Signature of Director/Secretary

Name of Director/Secretary

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE PROCESS YOU PROVIDE THROUGH THE BUILDING PROCESS YOU

Notice in Writing of Assignment of Debt¹

To: Other Company ACN 222 555 566
1 Brisbane Street Brisbane 7000
(the “Debtor”)

WHEREAS

- A. You, the Debtor, are indebted to Company Pty Ltd ACN 111 222 333 (the “Assignor”) in the sum of five hundred dollars (\$500) (the “Debt”).
- B. The Debt is immediately due and payable by you as the Debtor to the Assignor.

THE ASSIGNOR HEREBY gives you express written notice that by Deed of Assignment dated the ___ day of _____ 20__ the Assignor passed, assigned and transferred absolutely the whole of the Assignor’s legal and equitable right and ownership to the Debt to Andrew Smith Pty Ltd ACN 222 333 123 (the “Assignee”) with the intent that the Assignee is now the owner of the Debt and payment of the Debt should be made to the Assignee.

The Assignee now has all legal and other remedies in respect of the Debt including the right to enforce payment of the Debt by you the Debtor and full power to give to you the Debtor a good discharge for the Debt without the concurrence of the Assignor.

Dated the ___ day of _____ 20__.

SIGNED BY Company Pty Ltd)
ACN 111 222 333 pursuant to Section 127)
of the Corporations Act 2001 in the presence)
of:

Signature of Witness

Name of Witness

Signature of Director

Name of Director

Signature of Director/Secretary

Name of Director/Secretary

¹ NOTE: The Notice In Writing to the Debtor is to be signed by the Assignor with all blanks completed and served on the Debtor