Deed contracting party's consent. in this article, i'll



Deedof Assignment and Transfer of Rights (Parts and Template) ADeed of Assignment and Transfer of Rights is a legal document used when a person or a company who originallywas a party to a contract (also known as the assignor or transferor) transfershis or its rights under the contract to another party (the assignee ortransferee). Accordingly, when the deed has been drafted on the basis that in the original contract thereis no prohibition to or restriction on assignment, and hence signed by bothparties, it can be consequently assigned without the other contracting party'sconsent. In this article, I'll try todissect a sample Deed of Assignment and Transfer of Rights of a St.

Peter LifePlan and provide descriptions of its fundamental elements or parts.

As draftinga deed requires abundant caution, presence of mind, and knowledge of propertyand other allied laws, I highly advise that you seek help from experts and experienced in legal transactions. 1. Title of Deed.

As implied above, deeds come in different forms andtypes. Check if the document and the first section displays the title – Deed ofAssignment and Transfer of Rights. Conventionally, the first paragraph runs: KNOW ALL MENBY THESE PRESENTS: Thisdeed, made and entered made and entered into this 13rd day ofJanuary 2018 at the City of Manila, by and between: 2. Parties Involved. A Deed of Assignmentand Transfer of Rights must contain accurate information about the identities of the assigning and assigned parties. Other information such as age legality, citizenship, and postal address must be included, just as seen below: JuanDe la Cruz, Filipino citizen, of legal age, married to Josefina De la Cruz, andwith residence and postal address at 123 Kasiglahan Street, Karangalan Village, Dela Paz, Pasig City,

Philippines, hereinafter referred to as the "ASSIGNOR/TRANSFEROR"—and—SebastianMaliksi, Filipino citizen, of legal age, single, and with residence and postaladdress at 456 Kasimanwa Street, Karangalan Village, Dela Paz, Pasig City, Philippines, hereinafter referred to as the "ASSIGNEE/TRANSFEREE" 3. Property Transfer Details.

A Deed of Assignment and Transfer of Rights must contain a detailed description of the assetor property, hence in the context here – St. Peter Traditional Life Plan (St. Anne) and the Life Plan Agreement (LPA) Number: WITNESSETH WHEREAS, the ASSIGNOR/TRANSFERORis the owner of life / memorial plan contract which is identified as St. Peter Traditional Life Plan (St.

Anne), with Life Plan Agreement No. 123456; 4. Assignment and Transfer Agreement. As one of the most important and critical parts, this specifies the terms and conditions of the agreement. See sample below: WHEREAS, for and in consideration of the value of the plan and out of accommodation and assistance for the ASSIGNEE/TRANSFEREE, the ASSIGNOR/TRANSFEROR is assigning and transferring all his/her rights and interests over the Life Plan mentioned in the immediately preceding paragraph to the ASSIGNEE/TRANSFEREE; NOW, therefore for and in consideration of forgoing premises, the parties heretohave agreed on the following terms and conditions, to wit; THE ASSIGNOR/TRANSFEROR, hereby waives all his / her rights and interests in the subject life plan infavor of the ASSIGNEE/TRANSFEREE.

It is understood that when the Life Plan isassigned / availed of, then all obligations of St. Peter Life Plan, Inc. arefulfilled and discharged. As a consequence of thisassignment / transfer of rights, the ASSIGNEE/TRANSFEREE hereby assumes all theobligations and accountabilities of the ASSIGNOR/TRANSFERORto St. Peter Life Plan, Inc. in connection with the life plan contractwhich it issued to the latter.

The ASSIGNEE/TRANSFEREE obligatesand / or undertakes to comply with and abide by the requirements which St. Peter Life Plan Inc. may impose in connection with the purchase, possession, and use of the said Life Plan particularly the requirement that it should befully paid before the memorial service could be availed of pursuant to the LifePlan. 5. Execution. Once the Deed of Assignmentand Transfer of Rights is drafted, the parties involved shall execute it byaffixing their signatures. Other than the transferring and receiving parties, witnesses should also sign all the pages of the document.

In addition, the deedshall be acknowledged and notarized by a legal practitioner. IN WITNESS WHEREOF theparties have hereunto set their hands on the date and place first abovewritten. JUAN DELA CRUZ SEBASTIANMALIKSIASSIGNOR/TRANSFEROR

ASSIGNEE/TRANSFEREE SIGNED IN THEPRESENCE

OF: WITNESS Disclaimer: Although mucheffort has been exerted in the creation of this article, the author disclaimsany legal expertise and does not guarantee the accuracy and legitimacy of anyor all of the information. Hence, it is advised that you consult withprofessionals such as insurance brokers and lawyers before engaging in legaltransactions.

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