

SALE BY OFFICIAL LIQUIDATOR OF THE COMPANY

THIS Sale Deed made at ..... on this ..... day of ....., 2000 by Shri ..... official LIQUIDATOR of XYZ CO. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at ..... hereinafter called the Company (in liquidation) (hereinafter called the Vendor) of the ONE PART; and Shri X, son of Y, resident of ..... (hereinafter called the Purchaser) of the OTHER PART.

WHEREAS the XYZ CO. LTD. was ordered to be compulsorily liquidated and wound up by an order dated ..... passed by Hon'ble Liquidation judge of the ..... High Court, and the said Vendor was appointed as its official LIQUIDATOR.

AND WHEREAS the Vendor for the purpose of and in the course of the liquidation of the said company, submitted a report dated ..... to the Hon'ble Liquidation Judge and the Hon'ble liquidation Judge vide order dated ..... authorised the Vendor to sell the company's properties more particularly described in the Schedule hereto by auction through M/s ..... Auctioneers and the Auctioneers in the auction held on ..... accepted the highest bid of the Purchaser subject to the approval and sanction of the Hon'ble Liquidation Court and received a sum of Rs . ..... as deposit.

AND WHEREAS the sale of the company properties mentioned in the Schedule hereto in favour of the Purchaser was sanctioned by an order dated ..... passed by the Hon'ble liquidation Judge and the Vendor has been authorised to execute sale deed of the Company's properties mentioned in the schedule hereto in favour of the Purchaser by the said order dated .....

.....

NOW THIS DEED OF SALE WITNESSETH that in pursuance of the orders dated ..... and dated ..... passed by the Hon'ble Liquidation Judge ..... High Court for the sale of the properties mentioned in the Schedule hereto and sanction of the sale of the said properties in favour of the Purchaser respectively and in consideration of the sum of Rs ..... by demand draft No. .... dated ..... issued by the ..... Branch . .... (the receipt whereof the Vendor hereby acknowledges) the Vendor hereby grants, conveys, transfers and sells all that properties mentioned more particularly mentioned in Schedule hereto, heretofore belonging to and forming part of the said Company UNTO THE SAID PURCHASER, his heirs, legal representatives, executors, administrators and assigns to have and to hold the same unto the Purchaser as full and absolute owner thereof.

2. The Vendor hereby covenants with the Purchaser as follows.-

(a) That the Vendor and the Company has good title to convey, sell, transfer the said properties to the Purchaser and the Purchaser shall peacefully and quietly possess and enjoy the said properties hereby conveyed, transferred, granted and sold to him without any disturbance, hindrance, obstruction by the Vendor or the Company or any person or persons claiming under or through them.

(b) That the properties hereby conveyed, transferred and sold have not been encumbered or charged by the Company as is evident from the books of the Company or that the said properties have not in any way encumbered or charged after the date of winding up.

(c) That the Vendor has paid all the taxes, assessments, dues, duties and outgoings in respect of the properties mentioned in the Schedule hereto payable to the State of ..... Municipal Corporation of ..... or any other local body or authority.

(d) That the Vendor will not be personally liable in any way for any defect in the title of the Company in respect of the properties hereby conveyed, transferred or sold.

3. The Vendor has delivered the possession of the properties mentioned in the Schedule hereto and title deeds in respect thereof to the Purchaser on the date of presentation of this deed for registration before the Sub-Registrar.

IN WITNESS WHEREOF, the parties have executed this deed on the day and year first abovementioned.

*The Schedule above referred to*

Vendor .....  
Purchaser .....

WITNESSES;

- 1.
- 2.