

## **DEED OF CONVEYANCE BY THE OFFICIAL LIQUIDATOR OF A LIMITED COMPANY**

Deed of conveyance made on this..... day of..... between M/s AB & Co Ltd in liquidation by its liquidator Mr..... being the official liquidator for the State of Maharashtra having his office at..... hereinafter referred to as the Vendor of the First Part and Mr." X" residing at..... hereinafter referred to as the Confirming Party of the Second Part and M/s XZ & Co Ltd a company registered under the Companies Act 1956 and having registered office at..... hereinafter referred to as the purchaser of the Third Part as follows

### **WHEREAS**

1. The said AB & Co. Ltd is public company limited by share registered under the Companies Act 1956.
2. One Mr..... filed a petition No.....in the High Court at u/ S 439 of the Companies Act 1956 for an order for the winding up of the company m, the same being unable to pay its debts.
3. By an order dated.....passed in the said petition after going through the legal procedure the High Court ordered the said AB and Co. Ltd to be wound up under the directions of the court and appointed Mr..... the official liquidator s the liquidator of the said company with all powers as the Companies Act provides.
4. In the court of such winding up the official Liquidator on a report submitted to the High Court applied to the High Court for permission to sell there immoveable property of the company situated at..... and more particularly described in the schedule hereunder annexed.
5. By an order dated..... passed at the Official Liquidator's report the High Court authorized the official Liquidator as liquidator of the said company to sell the said property by public auction or by inviting private tenders.
6. Pursuant to the last mentioned order the official Liquidator as such liquidator put up the said property for auction through M/s XY auctioneers after properly advertising the sale on the.....day of.....
7. At such sale the confirming party was declared the highest bidder at the price of Rs.....and the confirming party paid amount of earnest money of Rs.....being 25% of the highest bid and signed the agreement for purchase subject to the sanction of the court.
8. The confirming party has represented to the official liquidator that he had given the said bid for and on behalf of the purchaser and the earnest money was also paid by the purchaser through the confirming party and the purchase also confirm the same. The confirming party theerfor requested the Official Liquidator to execute the deed of conveyance in favour of the purchaser direct.
9. The official liquidator thereafter submitted his report on the sale of the property onto the High Court and the High Court by its order dated.....approved and sanctioned the sale

of the said property to the confirming party or his nominee at the price of Rs.....and on the terms and condition of the sale by auction.

10. The purchase has paid to the official Liquidator the balance purchase price of Rs..... on the.....day of..... and has requested the official liquidator as liquidator of the company to execute these presents, which the official liquidator has agreed to do, and on this deed being also executed by the confirming party such.

**NOW THIS DEEED WITNESSETH**

That pursuant to the premises and in consideration of the said sum f Rs.....paid by the purchase to the vendor as hereinbefore e stated (receipt whereof the vendor doth admit) the said AB & Co Ltd (in liquidation) by its duly appointed liquidator being the said official liquidator i.e. the vendor doth hereby grant and convey to the purchaser and the confirming party doth confirm all that piece of land or ground with a building thereon situate at.....and more particularly described in the schedule hereunder written together with all things permanently attached thereto and standing thereon and all the privileges, easements, profits, advantages, rights, and appurtenances whatsoever to the said party belonging and all the estate, right, title interest, claim and demand whatsoever in law or otherwise of the vendor into or upon the said property and other premises herby conveyed and every part thereof.. To Have and To Hold the same unto and to the use for the purchaser absolutely and forever but subject to the payment of all taxes assessments dues and duties now chargeable or payable and hereafter to become chargeable or payable in respect of the said property herby conveyed to the government or local authority or any other public body.

And the official Liquidator as the liquidator of the said AB and Company limited both hereby covenant with the purchase that he the liquidator has not done or omitted to be done any act deed or thing whatsoever whereby or by means whereof he is prevented from granting and conveying the said property in the manner aforesaid.

The Schedule Referred to

Signed for and on behalf of M/s. AB & Co Ltd)

(in liquidation) by its liquidator being the present Official liquidator attached to the High Court at.....)

in the presence of)

Signed by the with in named confirming party "X")

In the presence of