

SALE DEED BY LIQUIDATOR IN THE VOLUNTARY WINDING UP OF THE COMPANY

THIS SALE DEED made at on this day of 2000, between Shri Voluntary LIQUIDATOR of XYZ Co. Ltd., a Company incorporated under the Companies Act, 1956 and having its registered office at and hereinafter called the said company and at present in voluntary liquidation, (hereinafter called the Vendor) of the ONE PART and Shri A, son of E, resident of (hereinafter called the Purchaser) of the OTHER PART.

WHEREAS By a special Resolution passed by the said company at a general meeting held on it was resolved that the company be voluntarily wound up and Shri was appointed as its LIQUIDATOR, the notice whereof was duly submitted to the Registrar of Companies as prescribed by law on

AND WHEREAS in a meeting of the members of the said Company, it was resolved that the properties of the company mentioned in the Schedule hereto be sold by the LIQUIDATOR through public advertisements in the leading newspapers and pursuant to the said resolution, the LIQUIDATOR has advertised the sale of the said properties in the issues of and pursuant thereto has agreed to sell the said properties to the Purchaser vide Agreement for sale dated for a consideration of Rs.

NOW THIS SALE DEED WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the sum of Rs. paid by the Purchaser before the Sub-Registrar at the time of registration of these presents, (the receipt whereof the vendor hereby acknowledges) the Vendor on behalf of the company hereby convey, transfer and sell unto the Purchaser, his heirs, legal representatives, executors and assigns all those properties mentioned in the Schedule hereto together with all rights, easements, liberties, interests and appurtenances attached to and appurtenant to the said properties or enjoyed therewith and free from all encumbrances and charges TO HAVE AND TO HOLD the same UNTO THE PURCHASER absolutely and forever.

2. Vendor as LIQUIDATOR in the name and on behalf of the company hereby covenants with the Purchaser as follows:

(a) The Vendor has the good title to convey, transfer and sell the said properties to the Purchaser.

(b) The Purchaser shall have quiet and peaceful enjoyment of the said properties free from any disturbance, interference or obstruction by the Vendor or by the company or any person or persons claiming or through them.

(c) The Vendor and the company will execute any further deeds of assurance that may be necessary in order to perfect the title of the Purchaser in favour of the Purchaser at his request and cost, as shall or may be reasonably required.

(d) The Vendor and the company have delivered the physical possession of the properties and title deeds in respect thereto before the execution and registration of these presents.

IN WITNESS WHEREOF the parties aforementioned have set and subscribed their hands to this deed of sale on the day and year first aforementioned.

Schedule above referred to

Signed and
delivered by Shri A,
the within named Vendor

Signed and delivered by Shri
the within named Purchaser

WITNESSES;

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2