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**ANNEXURE-II**

**CONVEYANCE OF PROPERTY BELONGING TO A LIMITED COMPANY IN VOLUNTARY LIQUIDATION THROUGH ITS VOLUNTARY LIQUIDATORS**

This conveyance is made the .....day of between *P*, a Limited Company in liquidation (hereinafter called the company) through *L* of etc., its Voluntary Liquidator (hereinafter called the Liquidator of the first part) and *B* of etc., (hereinafter called the purchaser) of the second part.

Whereas the Company is a Limited Company and is registered under the Companies Act, 1956 having its head office at.....

And whereas by extraordinary resolution passed on.....at a duly convened meeting the Company resolved to the effect that it cannot by reason of its liabilities continue its business and that it is advisable to wind up. It also resolved that the Company be wound up voluntarily and appointed the aforementioned Liquidator as Voluntary Liquidator.

And whereas the creditors of the Company at a duly convened meeting held on.....passed a resolution confirming the appointment of the Voluntary Liquidator.

And whereas the Company was the absolute owner of the property hereby conveyed free from encumbrances of any kind.

And whereas the Liquidator as Liquidator of the Company has agreed with the purchaser for the sale to him for Rs..... the property hereby conveyed.

Now this Deed witnesseth:-

That in pursuance of the said agreement and in consideration of the sum of Rs. ....paid by the purchaser to the Liquidator (the receipt of which sum the Liquidator hereby acknowledges) the Liquidator for and on behalf of the Company hereby conveys to the purchaser the bungalow bearing No.....situated on.....which is (by way of description and not of limitation) more particularly delineated in the plan annexed hereto;

Together with all the buildings, outhouses, fixtures, areas, ways passages, lights, sewers, gutters, drains appurtenant whatsoever to the said bungalow belonging or with the same now or heretofore held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appurtenant thereto:-

To hold the same unto the purchaser as absolute owner.

The Liquidator hereby acknowledges the right of the purchaser to the production of the documents of title relating to the property hereby conveyed and undertakes to keep them in safe custody.

In witness whereof the parties hereto have hereunto affixed their respective signatures in the presence of witnesses of the day and the year above-mentioned.

SIGNATURE OF THE  
LIQUIDATOR

SIGNATURE OF THE  
PURCHASER