

SALE NOTICE
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION

C. A. No.723 of 2016
Connected with
C. P. No.91 of 1973

In the matter of:
Natabar Dutta Properties
Pvt.Ltd.(In Liquidation)

Pursuant to the order dated 07.04.2017 of the Hon'ble High Court, Calcutta offers are invited in a sealed cover enclosing therewith Bank Draft/Pay Order in favour of "Official Liquidator, High Court, Calcutta" for an amount equivalent to 20% of the offered amount as Earnest Money in connection with the sale of the assets/properties of the company (In Liquidation) situated at 14B, Amritlal Bose Street, Kolkata -700005 landed area of 1327 sq.ft.(more or less) and constructed area of 3122 sq.ft.(more or less) together with allied structure at ground floor of 251 sq.ft.(more or less) subject to tenancy right of Mr.Murari Mohan Banerjee at 3rd floor.

The sale will be on "As is where is and whatever there is basis".

The sealed cover shall be super scribed with the words "Offer for Natabar Dutta Properties P.Ltd.(In Liquidation)" when submitting such offer, the offerers shall not write his/their name and address on the face of the sealed cover. On the basis of the received offer the Official Liquidator will file a report before the Hon'ble Court for kind consideration.

No purchaser will be allowed to submit his offer in the name of nominee/nominees.

The inspection of the aforesaid assets may be allowed to the intending purchasers on the basis of written request prior 72 hours' notice.

Dated this 16th January, 2018.

Sd/-
(SWADHIN BARUA)
Official Liquidator,
High Court, Calcutta,
9, Old Post Office Street,
5th floor,
Kolkata -700001

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C. A. No.723 of 2016
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In the matter of:
Natabar Duta Properties Pvt.
Ltd.(In Liquidation)

TERMS & CONDITION OF THE SALE

1. The sale will be held as per inventory of Valuation Report on “As Is Where Is And Whatever There Is” basis and subject to confirmation by the Hon’ble High Court at Calcutta. The Official Liquidator shall not provide any guarantee and/or warranty as to the quality, quantity or specification of the assets sold. The Offerers/Bidders are to satisfy themselves in this regard after physical inspection of the assets/properties as to the title, encumbrance area, boundary, measurement, description etc. of the Company (In Liquidation) and the purchasers will be deemed to offer with full knowledge as to the defects, if any in the descriptions, quality or quantity of the assets sold. The Official Liquidator shall not entertain any complaint in this regard after the sale is over. Any mistake in the notice inviting tender shall not vitiate the sale.

2. The offer in sealed cover enclosing a Bank Draft or Pay Order equivalent to 20% of the offered amount in favour of the “Official Liquidator, High Court, Calcutta” as Earnest Money.

The offerer when submitting the offer shall not indicate the name and address on the face of the sealed cover but the sealed cover will only indicate, "Offer for M/s. Natabar Duta Properties Pvt. Ltd (In Liquidation)". Any offer stipulating any subjective clause or which is incomplete in any respect is liable to be rejected. No offers shall be accepted after the date and time stipulated hereinabove. The earnest money deposit will not carry any interest.

3. On the basis of the received offer/offers the Official Liquidator will file a report before the Hon'ble Judge, High Court, Calcutta taking company matters for consideration and confirmation of sale. The Hon'ble Court reserves the right to accept or reject any offer without assigning any reason thereof and the decision of the Hon'ble High Court shall be final.

4. The Successful purchaser will have to pay the balance purchase price to the Official Liquidator within 30 days from the date of confirmation of sale by the Hon'ble Court either by Bank Draft or Pay Order. Upon failure to pay such money within such time, the earnest money already deposited shall stand forfeited and the articles may be sold at the risk and cost of the defaulting offerers without prejudice to any other rights, which the Official Liquidator may have against the same.

It is made clear that this would not prevent the Hon'ble Court from fixing any other date for such deposit or extending such time even if such time has expired on such Terms and Conditions as the Hon'ble Court may deem fit and proper.

5. The property sold will be held by the Official Liquidator entirely at the risk of the purchaser from the time and date of the sale. The Official Liquidator will not be liable for any loss, deficiency or deterioration or damages or injury to the property after such sale.

6. The successful purchaser shall have to take delivery of the assets sold within 15 days from the date of payment of full purchase consideration or any other time fixed by the Hon'ble Court. Upon failure, unless otherwise ordered by the Hon'ble Court, the sale in favour of the purchaser shall stand cancelled and all sums paid on account of the same shall stand forfeited without any further reference to the purchasers. No claim in respect of the same shall be entertained thereafter.

7. The sale would be subject to such modification/alternation of the Terms and Conditions of sale as the Hon'ble Court deem fit and proper and the decision of the Hon'ble High Court shall be final.

8. No purchaser will be allowed to bid in the name of nominee/nominees.

9. The proposed sale may be withdrawn by the Official Liquidator with the prior leave of the Hon'ble Court without assigning any reason thereof.

10. The purchaser has to prepare the instruments for transfer/conveyance of the immovable properties and submit the same to the Official Liquidator for his approval. The Deed of Conveyance in respect of the immovable property should be executed within six months from the date of confirmation of the sale in favour of the purchasers after payment of full purchaser price and for any delay in this regard Official Liquidator should not be held responsible. Costs of the stamp duty and registration charges and all other charges in relation to execution and registration of conveyance shall have to be borne by the purchaser.

11. The inspection of the aforesaid assets may be allowed to the intending purchasers on the basis of written request prior 72 hours' notice.

11. The Hon'ble High Court may set aside the sale is confirmed in favour of purchaser/purchasers and/or purchase consideration is paid on such terms and conditions as the Hon'ble Court may deem fit and proper for the interest and benefit of creditors, contributories and all concerned and/or for public interest.

Dated this 16th day of January, 2018

Sd/-
(SWADHIN BARUA)
Official Liquidator,
High Court, Calcutta,
9, Old Post Office
Street, 5th floor,
Kolkata -700001