

SALE NOTICE

IN THE HIGH COURT OF CALCUTTA
ORIGINAL JURISDICTION

C.P. No. 245 of 1895
In the matter of:
The Bengal Paper Mills Company Ltd.
(In Liquidation)

Pursuant to the order dated 11th July, 2019 of the Hon'ble High Court, Calcutta, offers are invited in sealed cover enclosing therewith Bank Draft/ Pay Order equivalent to 20% as EMD of the offered price in favour of "Official Liquidator, High Court, Calcutta" for the sale immovable assets of the Company (In Liquidation) being a flat admeasuring 875 Sft. in Premises No.108. 1st Floor, Building 'A', "Poonam Apartment", Shiv Sagar Estate, Dr. Annie Basant Road, Worli, Mumbai - 400018 on "As is where is and whatever there is basis".

The sealed cover shall be super-scribed with the words "Offer for The Bengal Paper Mills Company Ltd. (In Liquidation)". While submitting such offer, the offerer shall not write his/her/their name(s) and address(s) on the face of the sealed cover. Offers will be received by the Official Liquidator, High Court, Calcutta up to 04.00 p.m. on or before 5th September, 2019 and the same will be placed before the Hon'ble Court on 6th September, 2019 or any subsequent date and time as His Lordship's list permit for consideration.

Inspection of the aforesaid premises shall be made on 7th & 8th August, 2019 between 12 Noon and 3 P.M. when the intending buyers may inspect the said asset and properties of the subject Company (In Liquidation) for giving their offer in this regard.

The Terms and Conditions of the sale will be available at Office of the undersigned on and from 29th July, 2019 during the office hours and also be available at the site during inspection time as above on payment of Rs.200/- only per catalogue.

The sale notice may also be accessed from the website of the Official Liquidator i.e. www.olkolkata.in

Dated the 22nd day of July, 2019

Sd/-

Official Liquidator,
High Court, Calcutta
9, Old Post Office Street, 5th Floor
Kolkata-700001

IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION

C.P. No. 245 of 1895
In the matter of:
The Bengal Paper Mills Company Ltd.
(In Liquidation)

TERMS & CONDITIONS OF THE SALE

1. The sale will be held 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 and the intending purchasers will be deemed to offer with full knowledge as to the defects, if any in the descriptions, quality or title 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 offer shall not vitiate the sale.
2. Inspection of the aforesaid factory shall be made on 7th & 8th August, 2019 between 12 Noon and 3 P.M. when the intending buyers may inspect the said asset and properties of the subject Company (In Liquidation) for giving their offer in this regard.

3. Offer in sealed cover shall be superscribed with the words "offer for The Bengal Paper Mills Company Ltd. (In Liquidation)" The offerer shall not write his/ her name and address on the face of the sealed cover. EMD in respect of offer price, equivalent of 20% of the offered amount for sale of the assets and properties of the Company (In Liquidation), shall have to be deposited with the Official Liquidator, High Court, Calcutta up to 4p.m. by 5th September, 2019 in the Office of the Official Liquidator, High Court, Calcutta. The Official Liquidator will place all the sealed offers before the Hon'ble High Court, Calcutta for His Lordship's consideration.
4. 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.
5. The successful purchaser shall be required 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 without prejudice to any other rights and contention of the bidders.

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.

6. The sale of the said assets and properties of the Company (In Liquidation) 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 asset / assets after such sale.
7. The successful purchaser shall have to take delivery/possession of the sold assets and properties of the Company (In Liquidation) 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.
8. The successful Purchaser shall have to prepare all documents in connection with the sale of the property and submit the same to the official Liquidator for his approval. The deed of conveyance in respect of the property should be executed within the six months from the date of confirmation of the sale in favour of purchaser. Cost of stamp duty and

registration charges and all incidental charges in connection with such deed of conveyance shall have to be borne by the purchaser.

9. The sale would be subject to such modification/alteration 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.
10. The proposed sale may be withdrawn by the Official Liquidator with prior leave of the Hon'ble Court without assigning any reason thereof.
11. The Hon'ble High Court may set aside the sale even after 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 22nd day of July, 2019

Sd/-
Official Liquidator,
High Court, Calcutta
9, Old Post Office Street, 5th Floor
Kolkata-700001