

HAND BILL

**SALE NOTICE**

**IN THE HIGH COURT AT CALCUTTA  
ORIGINAL JURISDICTION**

**C.A. No. 128 of 2019  
C. P. NO. 719 of 2013  
In the matter of:  
Himangini Infracon  
India Ltd.  
(In Liquidation).**

Pursuant to the order of the Hon'ble High Court, Calcutta dated 13<sup>th</sup> September, 2019, offers are invited in a sealed cover enclosing Bank draft/Pay Order drawn in favour of "OFFICIAL LIQUIDATOR, HIGH COURT, CALCUTTA" for an amount equivalent of 20% of the offered amount as earnest money in connection with the sale of Ambulance (Tata Sumo) Air-conditioned being registration No 23C 6089 of the company (In Liquidation) lying at Saharpur, Sodepur, Madhyamgram Road, Jugberia, Kolkata- 700110.

The sale will be conducted on "As is where is and whatever there is basis". The seal cover shall be super scribed with the words OFFER FOR AMBULANCE OF HIMANGINI INFRACON INDIA LTD. (IN LIQUIDATION). The offerer shall not write his/their name and address on the face of the

sealed cover. Such offer will be received by the Official Liquidator, High Court, Calcutta upto 4.00 p.m. on 24/09/2021 and will be opened on 28/09/2021 at 3.00 p.m in the Chamber of Official Liquidator, High Court, Calcutta when the offerers or their authorized representatives may be present and raise their bids. After completion of the sale by auction, a compliance report will be placed before the Hon'ble Judge taking company matters in the High Court at Calcutta for its confirmation.

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

The Terms & Condition of the sale of ambulance will be available at office of the undersigned on and from 13/09/2021 During the office hours Inspection of the sale of Ambulance assets will be allowed to the intending purchaser at Saharpur, Sodepur, Madhyamgram Road, Jugberia, Kolkata-700110 on 16/09/2021 between 1.00 PM and 4.00 P.M.

The sale notice also be accessed from the website of the Official Liquidator i.e. [www.ol.kolkata.in](http://www.ol.kolkata.in)

Dated this 9<sup>th</sup> day of September, 2021.

Sd/-  
(Iqbal Hussain Ansari)  
Official Liquidator,  
High Court, Calcutta,  
9, Old Post Office Street,  
(4<sup>th</sup> & 5<sup>th</sup> floor),  
Kolkata -700001.

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**C.A. No. 128 of 2019  
C. P. NO. 719 of 2013  
In the matter of:  
Himangini Infracon India Ltd.  
(In Liquidation).**

**TERMS & CONDITIONS OF SALE**

1. Sale will be held on 28/09/2021 at 3:00 P.M at the chamber of the Official Liquidator High Court, Calcutta on "As is Where is And Whatever there is" basis and subject to confirmation by the Hon'ble High Court Calcutta. The Official Liquidator shall not provide any guarantee and/or warranty as to the quality, quantity or specification or defect of the asset sold. The Offerers/Bidders are to satisfy themselves in this regard by taking physical inspection of the Ambulance of the company (in liquidation) and the purchaser 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 compliant in this regard after the sale is over. Any mistake in the Sale notice inviting offers shall not vitiate the sale.

2 Inspection of the Ambulance of the Company (In liquidation) will be allowed to the intending purchaser situated at Saharpur, Sodepur,

Madhyamgram Road, Jugberia, Kolkata- 700110 on 16/09/2021 between 1:00 p.m. to 4:00 pm.

- 3 Offers in sealed cover enclosing Demand Draft or Pay Order equivalent to 20% of the offer price in favour of the "Official Liquidator, High Court, Calcutta" as Earnest Money and for purchase of the Ambulance of the company (in liquidation) should be submitted to the Official Liquidator latest by 4.00 P.M. on or before 24/09/2021. The offerers when submitting the offers shall not indicate the name and address on the face of the sealed cover . The sealed cover shall be superscripted with the words OFFER FOR AMBULANCE OF HIMANGINI INFRACON INDIA LTD. (IN LIQUIDATION) Any offer stipulating any subjective clause counter stipulations or which is incomplete in any respect is liable to be rejected. No offer shall be received after the date and time stipulated hereinabove.
- 4 Any new offerer may also participate in the auction subject to furnishing of Demand draft/Pay Order in the like manner provided an amount equivalent to or 25 % of the offer price as earnest money is submitted before start of auction.
- 5 The successful bidder shall have to pay the balance earnest money consulting 20% or 25% of offer price as applicable of the highest bid as reduced by the amount already tendered within such time as may be decided by the Hon'ble



High Court, Calcutta. In the event the highest bidder fails or expresses inability to pay the balance earnest money, the Official Liquidator may send invitation to the 2<sup>nd</sup> and 3<sup>rd</sup> highest bidders respectively to pay balance earnest money as per their respective bids. In case of failure to pay the balance earnest money within the stipulated time earnest moneys already deposited are liable for forfeiture with the leave of Hon'ble High Court, Calcutta.

- 6 . The Hon'ble Court may accept or reject any offer without assigning any reason thereof and the decision of the Hon'ble High Court shall be final.
- 7 The successful purchaser shall have to pay the balance purchase price to the Official Liquidator within stipulated time framed by the Hon'ble Court either by Demand Draft or Pay Order. Upon failure to pay such money within such time, the Earnest Money already deposited shall stand forfeited and the said Ambulance will be re-sold at the risk and cost of the defaulting offerer without prejudice to any other rights, which the Official Liquidator may exercise. 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 is expired on such Terms & Conditions as the Hon'ble Court may deem fit and proper.

- 8 The successful purchaser shall have to take delivery/ possession of the Ambulance 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 purchaser. No claim in respect of the same shall be entertained thereafter.
- 9 All outstanding inclusive of Govt. dues or any other outgoings or any other charges impositions or claims against the Ambulance of the Company (In Liquidation) put up for sale through auction subsequent to the date of confirmation of sale shall have to be borne by the purchaser. The Official Liquidator is not served with notice of demand of such expenses as on date nor aware of any such dues as on date.
- 10 The sale would be subject to such modification/alteration of the Terms & Conditions of sale as the Hon'ble Court may deem fit and proper and the decision of the Hon'ble High Court shall be final.
- 11 The proposed sale may be withdrawn by the Official Liquidator with the prior leave of the Hon'ble Court without assigning any reason thereof.

12 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 & 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 the ... day of September, 2021

Sd/-  
OFFICIAL LIQUIDATOR,  
HIGH COURT, CALCUTTA.  
9, OLD POST OFFICE STREET,  
5<sup>TH</sup> FLOOR, KOLKATA - 700 001