

Government of India,  
Ministry of Corporate Affairs,  
O/o. The Official Liquidator, High court, Madras  
"Corporate Bhavan, II floor, No.29, Rajaji Salai, Chennai-600001  
Phone No.044-25271149/51 Website: [www.olchennai.in](http://www.olchennai.in)

**IN THE HIGH COURT OF JUDICATURE AT MADRAS  
ORIGINAL JURISDICTION**

**In the matter of M/s. Maxworth Orchards (India) Limited  
(In Provisional Liquidation)**

**SALE NOTICE**

In pursuance of the orders of the Hon'ble High Court, Madras dated 13.02.2018 in C.A. No.834 of 2015 in C.P. No. 57 of 1998 sealed tenders are invited from the intending purchasers by the undersigned for the purchase of the land belonging to M/s. Maxworth Orchards (India) Limited., (In Provisional Liquidation) situated at the places more fully described in the schedule hereunder on **"As is where is and whatever there is condition."**

**DETAILS OF THE PROPERTIES:**

Sl. No.	Name of the Max - Project for sale	LOCATION Name of the village, Taluk & District	Extent of Land available for sale (in Acres)	Upset Price Rs.	EMD (10% of the Upset Price (Rs))
1.	THIRUMANIKUPPAM - I	1) Thirumanikuppam, 2) Thirupandiyur (Sriperumbudur, Kancheepuram (6 Kms from Sunguvarchatram) located in various survey nos.	11.5526 5.6437 ----- 17.1963 -----	1,89,15,930/-	18,91,593 /-

**Date of Inspection of the site : 14<sup>th</sup> & 15<sup>th</sup> March 2018 (between 11AM to 4PM)**

**Last date of submission of Tenders**

With Registrar General, High Court, Madras : **02.04.2018 up to 4.30 pm**

**Date of opening of Tender**

**Before the Hon'ble High Court, Madras : 04.04.2018 at 10.30 Am**

Cost of Tender Form (Non refundable & Not adjustable) : **Rs.1500/-**

***(Sealed Tender should be addressed to The Registrar General, High Court, Madras and should be filed with Registrar General.)***

For further details of properties, Terms and conditions of sale and other events kindly log on to [www.olchennai.in](http://www.olchennai.in) or call on the office of the undersigned on any working day.

Date at Chennai on this the 6<sup>th</sup> day of March 2018

**S/D**

**(P.ATCHUTA RAMAIAH)  
OFFICIAL LIQUIDATOR  
HIGH COURT, MADRAS**

IN THE HIGH COURT OF JUDICATURE AT MADRAS  
(ORIGINAL JURISDICTION)

IN THE MATTER OF THE COMPANIES ACT, 1956

AND  
IN THE MATTER OF M/S. MAX WORTH ORCHARDS (INDIA) LIMITED  
(IN PROVISIONAL LIQUIDATION)

COMPANY APPLICATION NO. 834 of 2015  
IN  
COMPANY PETITION NO.57 OF 1998

**TERMS AND CONDITIONS**

**SALE OF IMMOVABLE ASSETS BELONGING TO M/S. MAX WORTH ORCHARDS INDIA LIMITED (IN PROV. LIQUIDATION) ON "AS IS WHERE IS AND WHATEVER THERE IS BASIS" as per Hon'ble High Court , Madras order dated 13.02.2018**

APART FROM WHAT IS STATED IN THE SALE NOTICE THE FOLLOWING ARE THE GENERAL TERMS AND CONDITIONS OF SALE OF IMMOVABLE ASSETS BELONGING TO M/S.MAX WORTH ORCHARDS INDIA LIMITED (IN PROV. LIQUIDATION) "AS IS WHERE IS AND WHATEVER THERE IS BASIS".

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The vendor is the Official Liquidator attached to the Hon'ble High Court of Judicature at Madras appointed for conducting the winding up proceedings under the provision of the Companies Act, 1956.

1. The sale is on "AS IS WHEREIS AND WHATEVER THERE IS BASIS".
2. The sale of assets and properties of the subject company shall not relieve the Directors or any persons who may be liable to the secured creditors or otherwise.

**3. IMPORTANT EVENTS:**

Inspection of the said property on 14.03.2018 and 15.03.2018 from 11 AM to 4 PM. Details of the Land such as location, extent of land and survey numbers are furnished in the Annexure to the Terms and Conditions.

The Cost of Tender form with terms and conditions is Rs.1500/- by cash .  
(Non Refundable/ not adjustable)

Last date of receipt of sealed tender by Registrar General, High Court, Madras on 02.04.2018 up to 4.30 PM

Date of opening tender form/auction on 04.04.2018 at 10.30 AM before the Hon'ble Company Judge, High Court, Madras.

4. The sealed envelope should be superscribed as OFFER FOR PURCHASE OF IMMOVABLE ASSETS OF MAXWORTH ORCHARDS INDIA LIMITED (IN PROV. LIQUIDTION) containing the offer along with the EMD as stated in the sale notice should be submitted to "The Registrar General, High Court of Madras"

Chennai -600 104. On or before the last date for submitting the tender, that is the 02.04.2018 unto 4.30 PM.

5. The offers received from the intending purchasers shall be placed before the Hon'ble Company Judge and the intending purchaser may raise/revise their offer upwards in the inter-se- bidding to be held by the Hon'ble Court on the date of auction.

6. The offerors should submit their offer with interest free Earnest Money by way of Demand Draft / Pay order drawn on any Nationalized Bank payable at Chennai in favour of "Official Liquidator, High Court, Madras" of the company mentioned in the Sale Notice.

7. The Hon'ble High Court of Judicature at Madras reserves the right to accept or reject the highest or any offer without assigning any reason thereof and the decision of the Hon'ble High Court will be final binding on the parties.

8. On acceptance of the highest bid/offer in the inter-se-bidding, the highest offerer shall pay the full amount of the bid/offer within 30 days from the date of acceptance (after deducting the amount of EMD deposited) ONLY BY WAY OF PAY ORDER/DEMAND DRAFT drawn on any nationalized bank payable at Chennai in favour of "The Official Liquidator, High Court, Madras".

9. The earnest money deposit of the Ist and IInd bidders will be retained and the EMD of other bidders will be returned by way of cheque/ RTGS.

10. The sale of the properties of the company in liquidation shall be on **"As is where is and whatever there is basis"** and the Official Liquidator will not transfer the title except the title which the company was having prior to its liquidation.

**11. THE PURCHASER:**

a) Shall procure himself the transfer of land by a Deed of Conveyance from the subject company in liquidation through Official Liquidator to himself or as the Court may decide.

b) Shall obtain water, electricity, telephone connection and all other necessary amenities required by them at their cost and expenses.

c) Shall obtain all other necessary permission/quotas, if any, as may be required, at their own cost.

12. The Stamp duty, Registration Charges and all other incidental charges thereto shall be borne by the auction purchaser.

13. The purchaser shall accept the tenure of the land areas as they actually exist on the date of confirmation of sale and the vendor shall not be bound to compensate him in future in respect of difference in the tenure or in the area or to incur the costs of ascertaining the correct area or tenure thereof or such other expenses in connection therewith. The tenderer should himself physically verify the extent of land before offering tender. Rule of "**Caveat emptor**" is applicable to the sale.

14. The property will be conveyed and assigned to the purchaser by the vendor who alone will execute the documents, if any, in favour of the purchaser. The purchaser shall not require the concurrence in such documents of any other person or persons. The vendor is selling the property as the Official Liquidator attached to the Hon'ble High Court of Judicature at Madras pursuant to the directions of the Hon'ble High Court in the matter and as such will not give any warranty or indemnity of any kind whatsoever.

15. The purchaser shall be liable to pay all statutory dues, if any, due and payable on the properties of the subject company for the period after the date of winding up order or appointment of Official Liquidator as Provisional Liquidator. The payment of such dues for pre-Liquidation period shall be settled as per the provisions of the Companies Act, 1956. However, dues, taxes, cess, if any, applicable on the sale of assets, shall be paid by the purchaser.

16. The properties shall be handed over to the purchaser on payment of full sale price to the Official Liquidator and / or subject to such directions as the Hon'ble High Court may issue in the matter.

17. If the purchaser does not pay the amount of purchase consideration to the Official Liquidator within the stipulated time, as directed by the **Hon'ble High Court, the Official Liquidator shall terminate the sale and forfeit the EMD and the part sale consideration if any paid.** This condition and other conditions in respect of the payment of purchase consideration are without prejudice to the right of the Official Liquidator. If the vendor terminates the contract as aforesaid he will be entitled to put the properties for re-sale with the permission of the Hon'ble High Court.

18. The vendor has no original documents or title deeds relating to the properties under sale with him. Copies of the documents such as General power of Attorney relating to the properties are available for inspection at the site on 14.03.2018 and 15.03.2018 and on any working day at Administrative office situated at No.1A, Akbarabad street, Kodambakkam, Chennai-600024 from 12.03.2018 to 02.04.2018 between 11 AM to 4 PM. The purchaser is neither entitled to call for the production of or delivery of any of the documents not in his possession and shall not make any requisition or take any objection in respect of such non-delivery thereof.

19. The purchaser shall satisfy himself about the right, title, boundaries etc. of the properties after ascertain from the concerned Registration Offices and other authorities and the Vendor will not entertain any claim as regards to the right /title/extent etc to the property after the Hon'ble High Court confirms the sale.

20. The purchaser shall be deemed to have purchased the properties after complete examination & inspection of it and shall not be entitled to make any requisition or raise any objection as to the title, boundaries or consideration and nature of the property or any part thereof.

21. As from the date of confirmation of sale, the land, building and plant and machinery sold to the purchaser shall be at the sole risk, cost account of the purchaser as regards the destruction or any damage by earthquake or any other natural calamities or other act of God otherwise whatsoever.

22. If the purchaser fails to pay the purchase money/balance amount and all costs charges and expenses payable by him to the vendor within the time specified in above and all other respect to perform these conditions or any of them, his entire amount deposited till then shall be forfeited and the vendor shall be at liberty to sell the property without tendering any conveyance and/or assignment to such defaulting purchaser and without being bound to sell the property at such time and subject to such condition and in such manner in all respects as he shall think proper. The deficiency in price, if any, occasioned by such second sale and all cost charges and expenses occasioned by such subsequent sale or any attempted second sale with interest thereon as may be fixed by the Hon'ble High Court from the date of confirmation of the first sale shall be immediately after such subsequent sale be made good and paid by the defaulting purchaser as by way of Liquidated damages, while any increase in price on such second sale shall not belong to the defaulting purchaser. This condition is not affected by any other conditions hereof.

23. The Hon'ble High Court of Madras has right to impose such other and further terms and conditions as the Hon'ble High Court may deem, fit and proper, in the circumstances of the case as may arise and said terms and conditions apart from those already specified above will be binding on all the parties concerned.

24. The sale will be strictly on these terms & conditions and any conditional offer will not be entertained.

25. The offerer shall not be entitled to withdraw or cancel his offer once submitted. **If the offerer withdraws or cancels his offer, the Earnest Money Deposit shall be liable to be forfeited along with the part sale consideration paid if any and he will also be liable to pay to the Official Liquidator the loss, damages suffered consequent upon his backing out of its offer.** The property/assets in question will then be re-sold at the risk and consequences of the offerer.

26. The Hon'ble Court of Madras can direct the Official Liquidator to return the Earnest Money Deposit to the un-successful bidders or to deposit the amount of Earnest Money Deposit received along with the offer in the bank and to return the said amount of Earnest Money Deposit by issuing the Cheque to all un-successful bidders.

27. This offer for sale does not include any part of the property/assets which is being installed/laid down by public utility undertaking and/or local authority such as Electricity, Gas Authorities, Telecommunication Authority etc., are not put up for sale. Since these properties are not owned and belong to the subject company in provisional liquidation.

28. No nomination facility is permitted.

29. The offer once accepted by the Hon'ble Court, the offerer will not be allowed to withdraw the same.

30. The successful bidder will have to get the sale deed executed within 60 days from the date of confirmations of sale by the Hon'ble High Court.

OFFICIAL LIQUIDATOR  
HIGH COURT, MADRAS

## PROJECT - THIRUMANIKUPPAM PHASE - I

VILLAGE - THIRUMANIKUPPAM		
SERIAL NO.	SURVEY NO.	FREE LAND (IN ACRES)
1	344/1	0.0663
2	344/5	0.0299
3	344/6	0.0725
4	369/1A	0.0437
5	369/2A	0.0082
6	369/3A	0.0190
7	369/3B	0.0462
8	369/4	0.1416
9	369/6	0.0851
10	369/9	0.0389
11	369/10	0.0256
12	369/12	0.0295
13	369/13	0.0476
14	370/1	0.1555
15	370/2	2.2032
16	370/3A	0.1558
17	370/4	0.0785
18	370/5A	0.1851
19	370/5B	0.0553
20	370/6	0.0240
21	370/7	0.0793
22	370/8	0.4400
23	370/9	0.0472
24	370/10	0.0985
25	371/1	0.4900
26	371/2	0.0700
27	371/3	0.0600
28	371/4A	0.0500
29	371/4B	0.0200
30	371/4C	0.1100
31	371/5	0.0433
32	371/6	0.3824
33	371/7	0.1100
34	371/8	0.1515
35	371/9	0.1200
36	371/10	0.3422
37	371/11	0.4716
38	371/12	0.2263
39	371/15	0.1085
40	371/16	0.0865
41	371/17A	0.0323
42	371/17B	0.0806
43	371/18	0.0848
44	371/19	0.0268
45	371/20A	0.0500
46	371/20B	0.1600
47	371/20C	0.3800

48	371/20D	0.2500	
49	371/21	0.0200	
50	371/22	0.0100	
51	371/23	0.3300	
52	371/24	0.0900	
53	372/3	0.1028	
54	372/4	0.0727	
55	372/5	0.0395	
56	372/6	0.0662	
57	372/7	0.0197	
58	372/8	0.0654	
59	372/14	0.0301	
60	372/15	0.0797	
61	372/16	0.0164	
62	372/18	0.0900	
63	372/20	0.0732	
64	373/1	0.0758	
65	373/2	0.0665	
66	373/6B	0.1644	
67	373/6C	0.2153	
68	373/9	0.2303	
69	373/10	0.0872	
70	373/20	0.7300	
71	374/4	0.2000	
72	375/1	0.1174	
73	383/2	0.2206	
74	383/3	0.0984	
75	383/4	0.0198	
76	383/5	0.1379	

**SUB - TOTAL** 11.5526

**VILLAGE - THIRUPANDIYUR**

SERIAL NO.	SURVEY NO.	FREE LAND (IN ACRES)
1	179/4	0.1356
2	188/2	0.0936
3	188/3A	0.0404
4	188/3B	0.0350
5	188/3C	0.0230
6	188/5	0.1429
7	188/9	0.0140
8	188/10	0.0533
9	188/11A	0.0174
10	188/11B	0.0260
11	188/12	0.1209
12	189/12	0.0702
13	190/1	0.2237
14	190/2	0.0103
15	190/5	0.0945
16	190/7	0.1346



17	190/8	0.1509	
18	190/9	0.3104	
19	190/10	0.1218	
20	190/13	0.0658	
21	191/1	0.2093	
22	191/2	0.0107	
23	191/3	0.1305	
24	192/1	0.1001	
25	192/2	0.1162	
26	192/3	0.0550	
27	192/4	0.1300	
28	192/5	0.1100	
29	192/6	0.1307	
30	192/7	0.0110	
31	192/8	0.3292	
32	192/11	0.0610	
33	193/3	0.6012	
34	193/4	0.0295	
35	193/6	0.1281	
36	193/8	0.0915	
37	194/7	0.4700	
38	194/8	0.5400	
39	194/9	0.3054	
40	194/10	0.2000	
<b>SUB - TOTAL</b>		<b>5.6437</b>	
<b>GRAND TOTAL</b>		<b>17.1963</b>	