

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

C.A.No. 297 of 2013  
C. P. NO.289 OF 2009

**IN THE MATTER OF:**  
**Carritt Moran & Co.Pvt.Ltd.**  
**(In Liquidation).**

Pursuant to the order dated 24.2.14 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 of 20% of the offered amount or Rs.20,000/-(whichever is higher) as earnest money in connection with the sale of moveable assets of the company (In Liquidation) lying at Tea Auction Road,Plot No-4,comprised in C.S.Dag NO-473 J.L No- 107,Touji No-91,Pargana-Patharghata,Mouza-Mandlaguri,District-Darjeeling at ground and first floor. The sale will be on '**As is where is and whatever there is basis**'. The sealed cover will be superscribed with the words "**offer for Carritt Moran & Co.Pvt.Ltd. (In Liqn.)**". The offerer shall not write his/their name and address on the face of the sealed cover. Such offer will received by the office of the undersigned upto 4.00p.m. on 06.03.14 and will be opened on 07.03.14 at 2.00p.m. before the Hon'ble Judge taking company matters in the High Court, Calcutta. when the offerer or their representatives may be present, if they so desire. Any new offerer may also be present to participate provided such offerer submit Bank draft equivalent to 25% of the offered amount or Rs.25,000/- (which ever is higher) before the start of the auction.

Inspection of the abovesaid assets will be allowed to the intending purchaser between 12-00 noon to 4.00p.m. on **3.3.14.**

Details of assets together with terms and condition of the sale will be available from the Office of the undersigned on and from **24.2.14** during office hours on payment of Rs.100/- per catalogue. A copy of the notice and terms and condition is also available in the website [www.companyliquidator.gov.in](http://www.companyliquidator.gov.in) or [www.mca.gov.in](http://www.mca.gov.in).

Dated this 18<sup>th</sup> day of February, 2014.

Sd/-  
(B.MOHANTY),  
Official Liquidator,  
High Court, Calcutta  
9, Old Post Office Street,  
(5<sup>th</sup> floor),  
Kolkata -700001.

**TERMS & CONDITION OF THE SALE**

1. The sale will be held as per inventory 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. The purchasers will be deemed to offer with full knowledge as to the defects. 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 inspection of the assets will be allowed to the intending purchasers on 3.3.14 at **12.00 noon to 4.00p.m.** at Plot No- 4 comprised in C.S. Dag No- 473, J.L. No-107, Touji No- 91, Pargana-Patharghata, Mouza-Mandlaguri, District-Darjeeling at ground and 1<sup>st</sup> floor.
  
3. Offer in sealed cover enclosing a Bank Draft or Pay Order equivalent to 20% of the offered amount or `20,000/- (which ever is higher) in favour of the “Official Liquidator, High Court, Calcutta” as Earnest Money, for purchase of the moveable assets/properties of the Company (In Liquidation) should be submitted to the Official Liquidator latest by 4.00 P.M. on or before 6<sup>th</sup> day of March, 2014.

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 Carritt Moran & Co. P. 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.

4. Sealed covers will be opened and considered by the Hon'ble Judge, High Court, Calcutta, taking Company Matters on 7.3.14. at 2.00 P.M. when the offerer or their authorised representative may be present. After opening the sealed offers, the offerers present shall be given a chance to enhance their offers and if the offer is accepted then the bidder will have to deposit a further sum which along with the 20% deposited earlier would amount to 25% of the bid accepted for the Company (In Liquidation).

Any person other than the offerers shall also be entitled to be present and make their bid offering any amount higher than the highest bid submitted. In such case, such sale may be made in favour of such outsider upon his deposit of 25% of the said bid or Rs.25,000/-(whichever is higher) made by him as the earnest money in the Hon'ble Court through Bank Draft or Pay Order in favour of the "Official Liquidator, High Court, Calcutta" and subject to the Terms and Conditions of the 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.

5. The successful purchaser will have to pay the balance purchase price to the Official Liquidator within 15 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.

6. The sale of property 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.
7. The successful purchaser shall have to take delivery/possession of the goods/properties sold and to remove the moveable assets as per the sale notice duly complying local safety rules as per the local Municipality or Police Authorities within 30 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. The risk and cost of such removal will be entirely borne by the successful purchaser and compliance of local safety rules will be entire responsibility of the successful purchaser.
8. 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.
9. No purchaser will be allowed to bid in the name of nominee/nominees.

10. The proposed sale may be withdrawn by the Official Liquidator with the 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 18<sup>th</sup> day of February, 2014.

Sd/-

(B.MOHANTY)  
OFFICIAL LIQUIDATOR,  
HIGH COURT, CALCUTTA  
9, OLD POST OFFICE STREET, 5<sup>TH</sup> FLOOR  
KOLKATA – 700 001