

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 Maxworth Orchards (India) Limited
(in Provisional Liquidation)

Company Application No. 96/2019 and 184/2019

In

Company Petition No. 57 of 1998.

SALE NOTICE

In pursuance of the orders of the Hon'ble High Court, Madras dated 30.08.2019 made in C.A. No.96/2019 and C.A. No.184/2019 in C.P. No.57/1998, 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".

**SCHEDULE
DETAILS OF THE PROPERTY:**

S.NO	NAME OF THE MAX-PROJECT FOR SALE	NAME OF THE VILLAGE LAND WHERE LAND FOR SALE LOCATED	EXTENT OF LAND AVIALA BLE FOR SALE IN ACRES	UPSET PRICE	EMD (10% OF THE UPSET PRICE)	DATE AND TIME OF INSPECTION OF THE SITE
1.	BOGASANDIRAM	ERUGHUKOTTAI	78.75	2,27,86,164/-	10% OF THE UPSET PRICE	23.09.2019 at 11.00 am to 4.00 pm.
2.	KARAMDAMPALLY	KARAMDAMPALLY	56.06	2,40,50,890/-	-DO-	23.09.2019 at 11.00 am to 4.00 pm.

The details of survey nos with the respective extent of land in each Survey No. for the above referred properties is annexed herewith as annexure 1 and 2.

1. Last date for submission of Tenders : **25.09.2019.**
2. Date of opening of Tenders and Auction : **27.09.2019.**

The details of the properties and inspection of title deeds, may contact Sri. K. Alagirisamy, Senior Advocate, Administrator of Maxworth Orchards (India) Limited at (Old No. 38/1) New No. 14/1, Akbarabad, 2nd Street, Kodambakkam, Chennai 600024 Ph. Off. No. 044- 23726321, 43565824 on all working days and also during the date of inspection of the property as mentioned above.

Tender forms and Terms & Conditions and other details of the Land indicating the Survey Nos , Cost of Land etc., are available at the above mentioned address of the Administrator and at the site on the date of Inspection and also at the Office of the Undersigned on payment of Rs.1,500/- by Cash (Non refundable/Not adjustable).

Tender form for all the properties (Land) along with EMD of 10% of the Upset price of the land by way of DD/Pay order drawn in favour of "The Official Liquidator, High Court, Madras" payable at Chennai shall be submitted directly to the O/o The Registrar General, High Court, Madras - 600 104 on or before 27.09.2019 during office hours before 4.00 p.m.

Sealed tenders will be opened before the Hon'ble High Court, Madras on 27.09.2019 at 10.30 A.M. and the tenderers who remains present will be permitted to increase their offer in the open auction. The sale is subject to confirmation of the Hon'ble High Court, Madras.

DATED AT CHENNAI THIS THE 6th DAY OF SEPTEMBER 2019.

Address:

O/o The Official Liquidator,
High Court, Madras
"Corporate Bhavan" II floor
No.29, Rajaji Salai,
Chennai - 600 001.
Phone No. 044 25271149/51
Fax:- 044-25271152

Sd/-
(Dr. K. THIRUMALAIMUTHU)
OFFICIAL LIQUIDATOR
HIGH COURT, MADRAS.

ANNEXURE-II IN C.A.NO.96/2019

PROJECT : MAX - BOGASANDIRAM		
VILLAGE : ERUDHUKOTTAI		
SERIAL NO .	SURVEY NO	LAND FOR SALE(ACRES)
1	164/1	1.51
2	165/1	1.69
3	165/3	0.27
4	166/2	0.72
5	193	1.40
6	194	1.47
7	195	0.30
8	196	1.75
9	233	3.85
10	234	3.51
11	235	4.57
12	236	1.14
13	237	0.24
15	1064/1	3.09
16	1064/3	1.15
17	1066/2	0.49
18	1066/4	3.58
19	1066/5	1.61
20	1067/2	3.90
21	1067/3A	1.67
22	1067/3B	1.48
23	1068/2	1.53
24	1068/3	1.94
25	1069/1	3.10
26	1069/4A	1.57
27	1069/4B	0.89
28	1070/1	1.67
29	1071/1	0.57
30	1071/2	0.33
31	1071/3	0.43
32	1071/4	1.96
33	1071/5	0.75
34	1072/3A	0.75
35	1072/4	0.58
36	1073/1	1.35
37	1073/2	3.68
38	1074/3	1.22
39	1074/4	1.09
40	1075/1	2.13
41	1075/2	2.06
42	1075/3	2.96
43	1076/1	1.45
44	1076/2	0.59
45	1076/3	1.48
46	1076/5	0.91
47	1077/2	1.11
48	1077/3	1.48
49	1078/1	0.60
50	1078/2	0.72
51	1078/3	0.46
	TOTAL	78.75
UPSET PRICE Rs.2,27,86,164/-		

ANNEXURE-I IN
C.A.NO.184/2019

PROJECT : MAX - KARANDAPALLY		
VILLAGE : KARANDAPALLY		
SERIAL NO.	SURVEY NO.	LAND FOR SALE (ACRES)
1	159/1	2.84
2	265/5	2.10
3	266/1	0.26
4	266/2A	2.45
5	582/2A	1.25
6	582/2B	0.44
7	582/2C	0.71
8	582/3	0.78
9	583/1	2.07
10	583/2A	0.03
11	583/2B	0.85
12	583/2C	0.63
13	583/2D	0.30
14	583/2E	0.02
15	583/3A	0.63
16	583/3B	0.04
17	583/3C	0.01
18	584/1A	0.56
19	584/1B	0.14
20	584/2A	0.16
21	584/2B	0.02
22	584/2C	0.63
23	586/1A	0.52
24	586/1C	0.61
25	586/4A	0.74
26	586/4B	0.20
27	586/4C	0.80
28	586/4D	0.67
29	586/4E	0.01
30	586/4F	0.29
31	586/4G	0.54
32	586/5A	0.17
33	586/5B	0.10
34	586/5C	1.32
35	586/5D	0.12
36	588/3	0.92
37	588/5A	0.13
38	588/5B	0.09
39	588/5C	0.13
40	588/5D	0.09
41	589/2A	0.42
42	589/2B	0.06
43	589/2C	0.02
44	589/3A	0.69
45	589/3B	0.52
46	589/3C	0.05
47	589/4	1.88
48	590/1A	0.52
49	590/1B	0.25

50	590/1C	0.05
51	590/1D	3.21
52	590/2	1.27
	590/4	
	590/5	
53	590/3	0.86
54	590/6	0.58
55	590/7	1.21
56	591/3	0.12
57	592/3	1.47
58	592/4	1.14
59	593/1A	0.52
60	593/1B	1.02
61	593/2B	1.26
	593/2C	
62	593/2A	0.94
63	593/3	0.50
64	593/4	0.42
65	593/7	0.94
66	599/1	2.76
67	599/2	4.72
68	599/3	4.29
	TOTAL	56.06
UPSET PRICE RS.2,40,50,890/-		

TERMS AND CONDITIONS OF SALE OF ASSETS OF
M/S.MAXWORTH ORCHARDS (INDIA) LIMITED
(IN PROVISIONAL LIQUIDATION)

APART FROM WHAT IS STATED IN THE SALE NOTICE THE FOLLOWING ARE THE GENERAL TERMS AND CONDITIONS OF SALE OF LAND BELONGING TO **M/S.M/S.MAXWORTH ORCHARDS (INDIA) LIMITED (IN PROVISIONAL LIQUIDATION) 2 PROJECTS (MORE FULLY DESCRIBED IN THE ANNEXURES) SITUATED AT KARANDAPALLY AND BOGASANDIRAM, KRISHNAGIRI DISTRICT, TAMILNADU ON "AS IS WHERE IS AND WHATEVER THERE IS BASIS".**

1. 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 provisions of Companies Act, 1956.
2. The sale is on **"AS IS WHERE IS AND WHATEVER THERE IS BASIS"**.
3. 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.
4. IMPORTANT EVENTS:

Inspection of the said property on **23.09.2019** from 11.00 am to 4.00 pm details of the land such as location, extent of land and survey numbers are furnished in the Schedule attached to the Terms and Conditions.

Last date of receipt of sealed tender by Registrar General, High Court, Madras on **25.09.2019 upto 4.00 PM**

Date of opening tender form/**auction 27.09.2019 at 10.30 AM** before the Hon'ble Company Judge, High Court, Madras.

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5. The sealed envelope should be superscribed as OFFER FOR PURCHASE OF PROPERTY OF **M/S.MAXWORTH ORCHARDS (INDIA) LIMITED (IN PROVISIONAL LIQUIATION)** containing the offer along with interest free EMD as stated in the sale notice should be submitted to **“The Registrar General, High Court of Madras” Office of the Registrar General High Court of Madras, Chennai -600 104** on or before the last date for submitting the tender, that is **25.09.2019 upto 4.00 PM.**
6. The Offerors/Tenderers 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.
7. The offerers should submit their offer with interest free Earnest Money Deposit 10% of the upset price by way of Demand Draft / Pay order drawn on the any Nationalised Bank, payable at Chennai in favour of “Official Liquidator, High Court, Madras” of the company mentioned in the Sale Notice offers received without EMD will not be considered.
8. 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.
9. 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’.

10. If the intending purchasers submitting the offers below the upset price fixed by the Hon'ble High court, Earnest Money Deposit made by them may liable to be forfeited subject to the orders of the Hon'ble High Court, Madras.
11. 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.
12. **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.
13. The Stamp duty, Registration Charges and all other incidental charges thereto shall be borne by the auction purchaser.
14. 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.

15. 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.
16. 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. 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.
17. 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.
18. 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.

19. 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 Administrator's office situated at (Old No.38/1), New No.14/1, Akbaradad 2nd Street, Kodambakkam, Chennai-600 024 on any working day between 11.00 AM to 4.00 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.
20. The purchaser shall satisfy himself about the right, title, boundaries etc., of the properties after ascertaining 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.
21. 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.
22. 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.

23. 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.
24. 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.
25. The sale will be strictly on these terms & conditions and any conditional offer will not be entertained.
26. 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.

27. 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.
28. 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.
29. No nomination facility is permitted.
30. The offer once accepted by the Hon'ble Court, the offerer will not be allowed to withdraw the same.
31. 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.

Sd/-

OFFICIAL LIQUIDATOR
HIGH COURT, MADRAS