

SALE NOTICE

IN THE HIGH COURT OF CALCUTTA
ORIGINAL JURISDICTION

C.A No. 424 of 2013

Connected with

C.P. No. 342 of 2002

C.P. No. 217 of 2001

In the matter of:

Prudential Capital Markets Ltd.

(In Liquidation)

Pursuant to the Order dated 24th February, 2017 of the Hon'ble High Court, Calcutta, offers are invited in sealed cover enclosing therewith Bank Draft/ Pay Order in favour of "Official Liquidator, High Court, Calcutta" for an amount equivalent of 20% of the offered amount in connection with sale of Bhopal Office room admeasuring about 80 Sq. Meters in the 2nd floor bearing plot No.206, Zone-I, Apartment S-10, M.P. Nagar, Bhopal ,Madhya Pradesh along with movable assets (office furniture & fixture) lying therein of the subject company (In Liquidation) on "As is where is and whatever there is basis".

All offers will be received till 7th April, 2017 by 4 P.M and shall be opened on 7th April, 2017 at 04.30 p.m. by the Official Liquidator when the offerers or their authorized representative(s) may be present.

Inspection of the aforesaid moveable & immoveable assets lying and situated at the aforesaid office premises shall be made on 22nd & 23rd March, 2017 between 12-00 noon and 04-00 p.m. when the intending buyers may be inspect the said assets for giving their offers in this regard.

The terms and conditions of the sale with the list of assets will be available at the office of the undersigned on and from 20th March, 2017 during the office hours.

The sale notice may also be accessed from the website of the Official Liquidator i.e www.olkolkata.in and website of the Ministry of Corporate Affairs i.e. www.mca.gov.in.

Dated this 10th day of March, 2017

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

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C.A. No. 424 of 2013

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In the matter of:

Prudential Capital Markets Ltd.

(in Liquidation)

TERMS & CONDITIONS OF THE SALE

1. The sale will be held as per inventory list and/or Valuation Report made by the Valuer 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 quantity 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. The Inspection of the subject **Bhopal Office room admeasuring about 80 Sqmtrs in the 2nd floor bearing plot No.206; Zone-I, Apartment S-10, M.P. Nagar, Bhopal ,Madhya Pradesh** along with movable assets lying therein of the subject company (In Liquidation) will be allowed to the intending purchasers **on 22nd & 23rd March, 2017 from 12.00 Noon to 4.00 P.M.**
3. Offer in sealed cover enclosing a Bank Draft or Pay Order as earnest money equivalent to 20% of the Offered amount in favour of the "Official Liquidator, High Court, Calcutta" for purchase of the immoveable and moveables assets of the Company (In Liquidation) should be submitted to the Official Liquidator latest **by 4.00 p.m. on or before 7th April, 2017**. 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 M/s. Prudential**

Capital Markets Ltd. (In Liquidation) for Bhopal unit". Any offer stipulating any subjective clause or which is incomplete in any respect is liable to be rejected. No offer shall be accepted after the date and time stipulated hereinabove.

4. The received offers will be opened in the office of the Official Liquidator, High Court, Calcutta on **7th April, 2017 at 4.30 P.M** where all the offerers may be present.
5. The outcome of the proceedings shall be placed before the Hon'ble Judge, taking Company Matters in the High Court, Calcutta for consideration and confirmation of sale on **21st April, 2017**, when the offerers or their authorised representatives may be present. 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.
6. The highest bidder has to deposit 25% of highest bid amount (including the EMD already paid) to the Official Liquidator within 3 working days from the date of confirmation of sale.

7. The successful purchaser will have 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 be 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.

8. The sale of assets 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.
9. The successful purchaser shall have to take delivery/possession of the goods/articles properties 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 purchasers. No claim in respect of the same shall be entertained thereafter.

10. 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.
11. 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 be borne by the purchaser.

12. The proposed sale may be withdrawn by the Official Liquidator with prior leave of the Hon'ble Court without assigning any reason thereof.
13. 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 10th day of March, 2017

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