

**IN THE HIGH COURT OF KARNATAKA AT BANGALORE
(ORIGINAL JURISDICTION)**

In the matter of Companies Act 1956

And

**In the matter of M/s.INDUS WESTSIDE HEALTHCARE PVT LTD. (IN LIQN)
Company Petition No. 157 OF 2011**

Sale Notice

In pursuance of the Hon'ble High Court dated 19-03-2015 passed in OLR No.40/2015 Sealed Tenders are invited for Sale of vehicles described below belonging to the Company in Liquidation lying at the Registered Office Premises of the Company (in liquidation) at No.3P(2), 60 Ft. Road, 1st Block, (Valgerahalli), Janabharathi Layout, Bangalore – 560 060.

S. No.	Particulars	Registration No.	Model
1	Tata Ace	KA-41-7950	2009
2	Ambulance	KA-41-8080	2009
3	Ambulance	KA-41-8377	2010
4	Hero Honda Pleasure	KA-41-R-1717	2010

Other Details and Time Schedule regarding Sale and submission of Tenders:-

1.	Cost of Tender Document	1000/-
2.	Inspection of Vehicles	13-11-2015
3.	Required Earnest Money Deposit (EMD)	Not less than 25% of the initial bid
4.	Last date for Submission of Tender	17-11-2015
5.	Opening of Tender and Auction	18-11-2015

The intending buyers are advised to submit the Tender on prescribed Tender form only after careful examination of contents of the Sale Notice as well as the "Terms and conditions of Sale". **After opening the Offers/Tenders only top - 5 highest bidders shall be allowed to participate in inter-se bidding (auction).**

Important: All updates, amendments, corrigenda, due date extension, etc., (if any) will be posted on the website: www.olkarnataka.kar.nic.in and there will not be any publication of the same through newspapers or any other media.

visit us at: www.olkarnataka.kar.nic.in & www.companyliquidator.gov.in

Bangalore
Dated:16-10-2015

Sd/-
(G.C.YADAV)
OFFICIAL LIQUIDATOR,
HIGH COURT OF KARNATAKA,
CORPORATE BHAVAN", NO.26-27, 12TH FLOOR,
RAHEJA TOWERS, M.G.ROAD,
BANGALORE- 560 001.
Tel No. 25598671/2/3

Please see the next page for the Terms and Conditions of Sale

Terms & Conditions of Sale

1. Sealed Tender shall be submitted in the prescribed Tender Form only downloaded from website accompanied with **two** demand draft or pay order or Banker's Cheque one equal to the cost of Tender form i.e. non refundable and other one equal to required Earnest Money Deposit (EMD) **both separately.**
2. Demand Drafts / Pay Orders/Banker's Cheque should be drawn on any Nationalized Bank/Scheduled Bank only in favor of "**OFFICIAL LIQUIDATOR, HIGH COURT OF KARNATAKA, BANGALORE, payable at Bangalore.** The return of EMD to the unsuccessful bidder shall carry no interest.
3. Any Tender without EMD or with insufficient EMD will be rejected.
4. The sealed Tender must be superscripted as "Offer in the matter of: **M/S. INDUS WESTSIDE HEALTHCARE PVT LTD. (IN LIQN)** and should reach to the office of undersigned on or before the scheduled date and time. Any delay on the part of postal authority and / or Courier service, or loss of Tender in transit will be sole risk of Tenderer.
5. The motto of sale is on '**AS IS WHERE IS AND WHATEVER THERE IS BASIS**'. The Purchaser shall purchase the said moveable property on 'as is where is basis' without any guarantee or warranty as to the quality or quantity. The Rule of Caveat Emptor is applicable.
6. The intending buyers will be allowed to inspect the assets & properties at the site on the scheduled date and time only.

7. The intending Purchaser shall satisfy himself as to the identity, quality, quantity and correctness of the description or specifications of the property.
8. If any error, misstatement or omission shall appear to have been made in the Inventory or specification of properties subject matter of the sale before giving the bid, the Purchaser shall be deemed to have waived all such objections after giving bid and all such errors, misstatements, omissions **shall not annul the sale nor it shall entitle** the Purchaser to be discharged from his Purchase nor shall any compensation be allowed to the Purchaser in respect thereof.
9. The sealed tender will be opened in the office of under signed on the scheduled date and time in the presence of authorized representative of Secured Creditors and such intending purchasers who may like to be present at that time.
10. The bidding shall be multiple of such amount as may be determined by the undersigned after opening the sealed Tenders.
11. The person who has signed the Tender Form or his duly authorized representative shall be allowed to participate in the tenders opening proceedings and inter-se bidding.
12. The conduct of the auction is subject to the control of the undersigned that has the sole right to regulate the bidding procedure.
13. The Hon'ble High Court of Karnataka reserve the right to accept or reject any or all the offer/offers without assigning any reasons thereof. The sale is subject to confirmation by the Hon'ble High Court of Karnataka and

securing the status of highest bidder confer no right so as to demand the automatic confirmation of sale in his favor.

14. The successful buyer shall pay full and final Sale consideration by Demand Draft (DD) and by adjusting the Earnest Money Deposit (EMD), within 30 days from the date of acceptance of the offer by the Hon'ble Court. EMD amount shall be forfeited if the buyer fails to pay the full sale consideration within the time specified and the assets shall be put to re sale under sanction and control of the Hon'ble High Court.
15. The Vehicles put for auction shall be handed over to the successful bidder on receipt of full and final sale consideration only.
16. The intending purchaser shall not retreat from bids made by them after the Official Liquidator accepts. He shall not be eligible to withdraw his offer till the finalization of sale proceedings by the Hon'ble High Court of Karnataka.
17. The purchaser shall be liable to pay all taxes, octroi, cess etc., applicable and payable on the sale of the Vehicles of the company.
18. The said moveable shall remain and be at the sole risk of the Purchaser in all respects including loss of or damage by fire or theft or other accident and other risk from date the sale is confirmed. The Purchaser shall not be entitled to annul the sale on any ground whatsoever, however he shall be at liberty to deploy his own security on and from the date the sale is confirmed by the Honb'le High Court in his favour.
19. The Hon'ble High Court reserves the rights to rescind, amend or impose such other terms and conditions as it may deem fit and proper, in the circumstances of the case.
20. Conditional offers will not be entertained and shall be summarily rejected.

21. The assets shall be sold and handed over to the offerer only and no case nomination is allowed by the purchaser.
22. The moveable assets sold will be considered as handed over on the spot when the Official Liquidator signs a handing over note. The bidder shall remove sold items within 30 days from the date of confirmation of sale or within such time as may be directed by the Hon'ble Court.
23. The instant Sale Notice shall stand as public notice to creditors, secured creditor/s, Petitioner/s, contributories and any other stakeholder in the company. Any kind of objection with respect to subject matter of sale must be brought to the notice of the Hon'ble Court before confirmation of sale. No objection of any kind shall be entertained thereafter.
24. No court other than the Hon'ble Court of Karnataka at Bangalore will have the jurisdiction to deal with any matter arising out of the sale proceeding.

Visit us at: www.olkarnataka.kar.nic.in & www.companyliquidator.gov.in

Bangalore.
Dated: 16-10-2015

Sd/-
(G.C.YADAV)
OFFICIAL LIQUIDATOR,
HIGH COURT OF KARNATAKA
CORPORATE BHAVAN", NO.26-27,
12TH FLOOR, RAHEJA TOWERS,
M.G.ROAD, BANGALORE-560 001.
Tel No. 25598672 / 25598673

Please see the next page for Tender Form

TENDER FORM

In the matter of: - M/S. INDUS WESTSIDE HEALTHCARE PVT LTD. (IN LIQN)

1.	Name of the purchaser with Telephone and Mobile No.			
2.	Contact Address			
3.	e-mail Id			
4.	PAN No.			
5.	Particulars of EMD	Demand Draft/ Pay order No.	Dated	Amount in Rs.
6.	Name & Address of Issuing Bank			
7.	Bid Price Offered.	In figures:-		
		In words:-		

I/We/M/s. _____

hereby declare that we have inspected the Vehicles and ascertained the quality and quantity etc. and gone through and have understood the Terms & Conditions of Sale and shall be abided by the same.

Signature:
(Seal)