

**PROCLAMATION OF SALE**

**FORM NO.EPF CP-13**

(See rule 38 and rule 52(2) of the Second Schedule to the Income-tax Act, 1961 read with Sec. 8G of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952)

Office of the Recovery Officer  
Employees' Provident Fund Organization,  
Bhavishya Nidhi Bhavan, P.B.No.1016,  
Pattom Palace PO,  
Thiruvananthapuram – 695 004.  
Ph:- 0471-2556463, 2446286 Fax:- 0471-2441750

Whereas the authorized officer, EPF Organization has forwarded the certificate Nos KR/94.390/Enf.I/99, 2000, 2001, 2004 dated 31.3.99, 31.3.00, 31.3.01, 2.4.01 and 31.3.04 for the recovery of the sum of Rs.1,11,41,073 (Rupees. One Crore Eleven Lakhs Forty one Thousand Seventy Three only) from M/s. Mahavir Plantations Limited – Bonaccord Estate, Vithura (defaulter) which sum is recoverable together with interest in accordance with Sec.220(2) of the Income-tax Act, 1961/interest chargeable under Sec.7Q and damages leviable under Sec.14(b) of the EPF and MP Act, 1952 and the costs, charges and expenses of the proceedings for the recovery thereof.

Whereas the Assessing Officer, EPFO, Cochin had forwarded the Certificate No. KR/KC/3834 dated 18.2.99, 3.4.01, 3.4.03, 5.4.06 to the Recovery Officer, EPFO, Cochin for the recovery of the sum of Rs. 15,72,763.90 (Rupees Fifteen Lakhs Seventy Two Thousand Seven Hundred Sixty Three Paise Ninety only) from M/s. Mahavir Plantations Limited and whereas the said Recovery Officer has sent to the undersigned on the 9<sup>th</sup> day of February 2009 a certified copy of certificate under Sec.223(2) of the Income-tax Act, 1961 specifying that an amount of Rs. 15,72,763.90 (Rupees Fifteen Lakhs Seventy Two Thousand Seven Hundred Sixty Three Paise Ninety only) is to be recovered from the defaulter, which sum is recoverable together with interest in accordance with Sec.220(2) for the said Act and costs, charges and expenses of the proceedings for the recovery thereof.

And whereas the undersigned, has ordered the sale of the attached property mentioned in the annexed schedule in satisfaction of the said certificate.

And whereas on the 27<sup>th</sup> day of April 2009 there will be due there-under a sum of Rs2,36,99,330 (Two Crores Thirty Six Lakhs Ninety Nine Thousand Three Hundred and Thirty only) including costs and interest.

Notice is hereby given that in the absence of any order of postponement, the said property shall be sold by the Recovery Officer by public auction at 11 AM on the said 27<sup>th</sup> day of April 2009 at the Employees' Provident Fund Organisation, Regional Office, Pattom, Thiruvananthapuram – 695 004.

The sale will be of the property of the defaulter above-named, (property which is included in the property of the defaulter by virtue of the Explanation to sub Sec.(1) of Sec.222 of the Income-tax Act, 1961) as mentioned in the schedule below and the liabilities and claims attaching to the said property, so far as they have been ascertained, are those specified in the Schedule against each lot.

The property will be put up for sale in the lots specified in the Schedule. If the amount to be realized by sale is satisfied by the sale of a portion of the property, the sale shall be immediately stopped with respect to the remainder. The sale will also be stopped if, before any lot is knocked down, the arrears mentioned in the said certificate, interest payable under Section 220(2) of the Income-tax Act, 1961, and costs (including the costs of the sale) are tendered to the Officer conducting the sale or proof is given to this satisfaction that the amount of such arrears, interest and costs has been paid to the undersigned.

At the sale, the public generally are invited to bid either personally or by duly authorized agent. No officer or other person, having any duty to perform in connection with this sale shall, however, either directly or indirectly bid for, acquire or attempt to acquire any interest in the property sold.

The sale shall be subject to the conditions prescribed in the Second Schedule to the Income-tax Act, 1961 and the rules laid down from time to time and to the following further conditions:

- (i) The particulars specified in the annexed schedule have been stated to the best of the information of the undersigned but the undersigned shall not be answerable for any error, mis-statement or omission in this proclamation.

- (ii) The reserve price below which the property shall not be sold at Rs1,15,00,000 (Rupees One Crore Fifteen Lakhs only). Earnest Money Deposit (EMD) for participating in the auction will be Rs. 1 Lakh (Rupees One Lakh only).
- (iii) The amounts by which the biddings are to be increased shall be determined by the officer conducting the sale. In the event of any dispute arising as to the amount bid, or as to the bidder, the lot shall at once be again put up to auction.
- (iv) The highest bidder shall be declared to be the purchaser of any lot provided always and he is legally qualified to bid and provided further that the amount bid by him is not less than the reserve price it shall be in the discretion of the undersigned to decline acceptance of the highest bid when the price offered appears so clearly inadequate as to make it inadvisable to do so.
- (v) For reasons recorded, it shall be in the discretion of the officer conducting the sale to adjourn it subject always to the provisions of Second Schedule to Income-tax Act, 1961.
- (vi) In the case of immovable property, the person declared to be the purchaser shall pay immediately after such declaration, a deposit of twenty-five percent of the amount of his purchase money to the officer conducting the sale and, in default of such deposit, the property shall forthwith be put up again and resold. The full amount of the purchase money payable shall be paid by the purchaser to the undersigned on or before the 15<sup>th</sup> day from the date of the sale of the property, exclusive of such day, or if the 15<sup>th</sup> day be a Sunday or other holiday, then on the first office day after the 15<sup>th</sup> day. In default of payment within the period mentioned above, the property shall be resold, after the issue of a fresh proclamation of sale. The deposit, after defraying the expenses of the sale, may, if the undersigned thinks fit, be forfeited to the Government and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may subsequently be sold.

SCHEDULE OF PROPERTY

Sl. No.	Description of property to be sold with the names of the co-owners where the property belongs to the defaulter and any other persons as co-owners.	Revenue assessed upon the property or any part thereof	Details of any encumbrances to which the property is liable	Claims, if any, which have been put forward to the property and any other known particulars bearing on its nature and value.
(1)	(2)	(3)	(4)	(5)
1	112.8776 Acres Rubber Plantation area identified in the Survey Sketch enclosed out of the 1396.58 Acres belonging to Bonaccord Estate in Survey No. 2416/1.7.10, 2417/1.2, 2418/1.3.2, 2419/1, 2420/1, 2422, 2412/1.3.8, 2414/2, 2415/1, 2423/1 to 14, 2424/1, 2431, 3344 in Vithura Village (T.P No. 4565), Nedumangad Taluk, Trivandrum District	Nil	Nil	Nil

Given under my hand and seal at Trivandrum this 19<sup>th</sup> day of March 2009

(Seal)

**(N SATHEESAN)**  
**RECOVERY OFFICER**

To

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| 1. The Managing Director,<br>M/s. Mahavir Plantations Limited,<br>Mahavir House,<br>Malline Road, Wellington Island,<br>Cochin -682003 | 2. The Manager,<br>Bonaccord Estate,<br>M/s. Mahavir Plantations Limited<br>Bonaccord, Vithura (via)<br>Trivandrum District |
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CC to:-

Notice Board