IN THE HIGH COURT OF DELHI AT NEW DELHI (ORIGINAL COMPANY JURISDICTION)

IN THE MATTER OF:

M/S TECON PROJECTS PRIVATE LIMITD (IN PROV.LIQUIDATION)

C.A. NO. 1395 OF 2018

IN

C.P. NO.408 OF 2011

HAND BILL

- 1. Sealed tenders on "AS IS WHERE IS AND WHATEVER THERE IS BASIS" are invited for sale of movable goods/scraped items of the above said company situated at Flat bearing No. 516-C, Sarita Vihar, New Delhi
- 2. Inspection to the prospective bidders will be given on 14.02.2019 from 10:00 A.M. to 5: P.M.
- 3. The tenders should reach the office of the Official Liquidator attached to the High Court of Delhi at the Asstt. Registrar (Company), Room No. 8-A, Basement, Delhi High Court, Sher Shah Marg, New Delhi before the date of auction on 13.03.2019 by 12:00 P.M. in sealed cover marked "OFFER for purchase of movable assets/articles IN THE MATTER OF Tecon Projects Private Limited (In Prov. Liqn.) for moveables/articles mentioning C. P. number and date of auction accompanied with Demand Draft or pay order drawn in favour of the Official Liquidator, Delhi payable at New Delhi towards earnest money as under:
- 4. The minimum reserve price and earnest money of the movable assets has been fixed are as under.

Reserve Price Earnest Money

Articles 50,000/-

5,000/-

Description of articles are given as under:-

S.NO.	Particulars		Quantity
1.	Double Bed		01
2.	Speaker		01
3.	Steel Stool v	vith aloss	02
4.	Iron small H	50 - 50	02
5.	Carpet	JUA	01 02
6.	Wooden scr	an	02
7.	Fan	 P	01
	noo	f 2000 -	01
	ROOM	1 NO. 2	
1. FAN		01	
2. RESI	ECTION TABLE	1 +1=2	
3. ROO	M HEATER	5=1=6	
4. STO	OL WOODEN	01	
5. U.P.S	5.	01	
6. PHO	TO COPY MACHIN	NE 01	
7. MON	ITOR MODAL	03	
8. KEY	BOARD OLD	06	· ·
9. C.P.U	J. OLD	06	
10. Notic	ce board	03	
	ROOM	NO.	
1. FAN		01	
2. WOO	DEN ALMIRA	02	
3. IRON	ALMIRA	01	
4. IRON	BOX	01	
5. MUSI	C SYSTEM	01	
6. CHAI	N BROKEN	01	
7. FIXE	D WOODEN ALMII	RA 01	
8. GIGA	R	01	·
	RO	OM NO. 4	
1. Fr	rieze (godrej)	01	
	damage condition)	EC: Allers	
2. Mo	· ·	02	
3. Hot	t case	01	
		500 A A A A A A A A A A A A A A A A A A	

Main entrance room

1	Charis	
		08
2.	Wooden big table	01
3.	Wooden rack	01
4.	Window A.C. with stabilizer	01
5.	Fan	2+3
6.	Plastic rolls	12
7.	Iron troli of batteries	01
8.	Big stablizers (old)	01
9.	Sine board ICICI Bank	02
	(standing)	

- 5. That before submitting their tenders the tenderers should satisfy themselves from appropriate authorities about the right/title duty and dues payable in respect of the property in question all over covenants running with the property as later on no objection of any kind shall be entertained in this regard by the Hon'ble Court.
- 6. The Hon'ble Court may direct inter-se-bidding amongst the tenderers and further reserves the right to negotiate with all the tenderers to raise their offers.
- 7. The tenderers whose tender/bid is accepted shall have to deposit with the Official Liquidator by Demand Draft or Pay Order a further sum of 25% of the tender/bid amount within seven days and the balance of purchase money within 60 days from the date of acceptance of the bid or as may be directed by the Hon'ble Court.
- 8. The copy of "terms and conditions of sale" and any other information/ clarification may be had before giving the bid from the office of the undersigned on any working day 10.00 a.m. to 5.00 p.m.

- 9. The Official Liquidator reserves its rights to receive tenders after the due date on such terms and conditions as deemed fit and proper in the facts and circumstances of the case in the interest of the company in liquidation.
- 10. The Official Liquidator reserves its right to reject any/all tenders/bids at any time without assigning any reason whatsoever thereof.

(D.K. SINGH)
OFFICIAL LIQUIDATOR
ATTACHED TO HIGH COURT OF DELHI

PLACE

NEW DELHI

DATE

12.02.2019

IN THE HIGH COURT OF DELHI AT NEW DELHI (ORIGINAL COMPANY JURISDICTION) TERMS AND CONDITIONS OF SALE IN THE MATTER OF TECON PROJECTS PVT. LTD. (IN PROV. LIQN.)

IN

C.P. NO. 408/2011

- 1. That the property in question of the above said company will be sold by inviting sealed tenders on "AS IS WHERE IS AND WHATEVER THERE IS BASIS".
- 2. That the intending purchaser will be allowed inspection of the Movable Assets in order to verify its quantity and present conditions etc.
- 3. That before submitting their tenders the tenderers should satisfy themselves about the area, title and other related issues of the property in question from the concerned authority and later on no objection of any kind in this regard shall be entertained by the Hon'ble Court. Only such title or interest in the properties as the company (In Liqn.) possess on the date of sale and subject to all equities and other conditions on which they are held will be sold.
- 4. That the tenders unaccompanied with a Demand Draft/Pay Order for the amount of earnest money in favour of the Official Liquidator shall not be accepted/considered.
- 5. That incomplete offers and containing terms and conditions of any kind are liable to be rejected. The sale will be subject to confirmation by the Hon'ble High Court of Delhi.
- 6. That the sealed tenders will be opened before the Hon'ble Company Judge in Chamber (Court No. 48) Delhi High Court in the presence of such tenderers who may like to be present there at that time. The tenderers will be given chance to bid amongst themselves in order to improve upon their offers.
- 7. That the tenderers whose tender/bid is accepted shall have to

deposit with the Official Liquidator a sum of 25% (including earnest money) of the bid amount by pay order/demand draft within seven days from the date of acceptance of tender/bid failing which the entire earnest money shall stand forfeited. The balance of the tender/bid amount shall be paid within 60 days from the date of acceptance of the bid failing which the entire money deposited by tenderers shall stand forfeited.

- 8. That the sale will be subject to further modification/alteration of terms and conditions of the sale as the Hon'ble High Court may deem fit and proper.
- 9. That the Hon'ble Court reserves that right to withdraw the sale and decline to accept any offer including the highest offer without assigning any reason thereof. The sale will be confirmed by the Hon'ble Court only after the entire sale consideration has been deposited by the successful tenderers.
- 10. That the purchaser will submit draft SALE DEED and other necessary documents to the Official Liquidator for settlement by the Hon'ble Court.
- 11. That the cost of stamp duty, registration /transfer and all types of other dues and charges levied by any authority relating to transfer of property shall be borne by the purchaser.
- 12. That after the submission of the tender, the tenderer will not be permitted to withdraw the offer until the sale is finalized by the Hon'ble Court. In case of withdraws from the sale, the entire earnest money shall stand forfeited.
- 13. That the earnest money deposited by the unsuccessful tenderers shall be returned to them by the Official Liquidator without any interest. However, the earnest money deposited by the 2nd highest bidder shall be refunded only after the 25% of the tender/bid amount is deposited by the highest bidder.
- 14. That in case the successful tenderer/bidder makes any default in depositing the sale amount with the Official Liquidator, the 2nd highest bidder may be offered by the Hon'ble Court to deposit

the amount of his offer. If he fails to deposit the amount within the time, as may be allowed by the Court, his earnest money shall also be forfeited.

No Court other than the Hon'ble High Court of Delhi will have 15. the jurisdiction to deal with any matter arising out of the sale proceedings.

OFFICIAL LIQUIDATOR

HIGH COURT OF DELHI 8th, FLOOR, LOK NAYAK BHAWAN, KHAN MARKET, NEW DELHI-110003.

PLACE: NEW DELHI DATE: