

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL COMPANY JURISDICTION)
COMPANY PETITION NO. 516/2012
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF EASTERN MEDIKIT LIMITED (IN LIQN.)
E-AUCTION SALE NOTICE

Tenders/bids are invited for E-auction of the following assets and properties of the company (In Liqn) “ **As is Where is Whatever there is basis**” from the prospective buyers. The details of Reserve Price and EMD are as under:

Lot No.	Details of Assets	Location	Reserve Price	EMD (10% of the Reserve Price)
I	Land & Building (admeasuring 4200 Sq. mtr.), Plant & Machinery/movable Assets (Combined)	Plot No. 195-196, Udyog Vihar, Phase-1, Gurgaon (Haryana)	37,50,00,000	3,75,00,000
II	Land & Building (admeasuring 2000 Sq. mtr.) Plant & Machinery/movable Assets (Combined)	Plot No. 205-206, Udyog Vihar, Phase-1, Gurgaon (Haryana)	20,18,00,000	2,01,80,000
III	Land & Building (admeasuring 2100 Sq.mtr.) Plant & Machinery/movable Assets (Combined)	Plot No. 292, Udyog Vihar, Phase-II, Gurgaon (Haryana)	17,95,00,000	1,79,50,000


Note:

1. Inspection of the above assets/ properties will be held on 07.12.2020 and 08.12.2020 between 11:00 A.M to 5:30 P.M.

At the time of taking inspection of the aforesaid assets/ properties of the company (In Liqn) at the factory premises, all the interested buyers are requested to follow the advisory issued by the District Administration of the area in respect of spread of COVID-19 in the interest of their own wellbeing and in public interest.

2. E-auction will be conducted through MSTC Ltd. on 14.12.2020.
3. The tenderers should collect the detail information, terms & condition through the website <https://www.mstcecommerce.com>.
4. This sale is subject to confirmation by the Hon'ble High Court of Delhi.

DATE : 01.12.2020
PLACE: NEW DELHI


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

TERMS & CONDITIONS OF SALE
ON
'AS IS WHERE IS WHATEVER THERE IS BASIS'
IN THE MATTER OF M/s EASTERN MEDIKIT LIMITED
(IN LIQUIDATION)
Company Petition No.516/2012

1	Preliminary: The Hon'ble High Court of Delhi has permitted the Official Liquidator to sell the Scheduled property/ies by inviting competitive bids through e-Auction to be conducted by selling agent namely M/s MSTC LTD., a Miniratna Central Public Sector Undertaking (CPSU) under Ministry of Steel, GOI, on website: https://www.mstcecommerce.com
2	Definitions and Abbreviations: Unless the context otherwise requires under the "Terms and Conditions of the e- auction Sale" the following words wherever appear means:
2.1	"Scheduled Property" means property described in the Sale Notice/Schedule-1.
2.2	"Bidder(s)" / "Purchaser(s)" means any person being an Individual or Proprietor or Partnership firm or LLP or company and who is paying the Earnest Money Deposit ("EMD") and getting registered with MSTC. Bidder(s)/Purchaser(s) while being used interchangeably, shall be deemed to mean and include his/her/ their/its legal heirs, legal representatives, successors in interest and permitted assignee, as the case may be.
2.3	"EMD" means "Earnest Money Deposit" and /or "Pre-Bid EMD" to be paid as described in the e-Auction catalogue to qualify for participation in e-auction.
2.4	"High Court" means the "Hon'ble High Court of Delhi".
2.5	"MSTC" means "MSTC Limited" and further means "Service Provider/ Selling Agent".
2.6	"Sale Notice" means the Auction Sale Notice published in the News Papers and shall also include other information i.e., "Terms and Conditions of Sale" governing the e-auction sale, Know Your Customers (KYC) documents, required particulars for Online Registration of Bidders, and all other information and document hosted on webpage: https://www.mstcecommerce.com for guidance of the Bidders.
2.7	"Seller" means the Official Liquidator attached to the Hon'ble High Court of Delhi.
2.8	"The person(s)" means and includes legal person" interested in submitting quotations/offers.
3	Inspection of Property
	Prospective Bidders may carry out inspection of the scheduled property/ies on the scheduled dates and time only as given in the sale notice.
4	Buyer beware

4.1	<p>Property is being sold on “as is where is whatever there is basis”.</p> <p>Bidders are advised to ascertain on their own all information about the nature of right and title, survey/Municipal/Corporation/Industrial plot Nos. and respective maps, extent/area of Land, boundaries, statutory sanctions or approval and all other dues ‘statutory/other’ with respect to immovable property prior to submission of bid in the e-Auction. No dispute in this regard will be entertained by the Seller/Selling Agent after submission of bids. The Bidder will not raise any dispute regarding the terms and conditions of the e-auction or about the particulars of the scheduled property or contest the same once he has been declared as the successful Bidder.</p>
4.2	<p>Any “Bid” made shall be deemed to have been submitted after complete satisfaction of the title, status, condition, quantity and quality etc., of the scheduled property/ies. Conditional offers/bids shall not be accepted. Amendment to the offers/bids shall not be permitted after the closure of e-auction. The rule of caveat emptor is applicable.</p>
5	<p>Earnest Money Deposit (EMD)/Pre-Bid EMD</p>
5.1	<p>The pre-bid amount/Earnest Money Deposit(EMD) needs to be paid by the participating buyers through MSTC's e-commerce portal through Pay Pre-Bid EMD LINK provided in the buyer login page only, provided in the buyer account, within Office hour, at least one day before the date of e-auction and no other payment mode will be entertained.</p> <p>The buyer should check the EMD Ledger link after making the payment and the same amount should be reflected in this link. The unsuccessful buyers can raise their refund request in EMD Refund Request link. Only the registered customers who will submit the pre bid EMD within the aforesaid period will be able to participate against the above mentioned lot/s in this e-auction. The PRE BID EMD of the successful bidders will be adjusted towards the Post-Bid Payment. The entire PRE BID EMD of the successful bidders will be forfeited automatically if the highest bidder fails to pay the required Post-Bid Payment for the lot awarded to them. The PRE BID EMD of the unsuccessful parties will be refunded. No interest is payable by MSTC/SELLER on the PRE BID EMD/ EMD.</p>
5.2	<p>Bidder/s who do not submit the pre-bid EMD would not be eligible to participate in e-Auction.</p>
6	<p>Submission of Offers</p>
6.1	<p>The person(s) interested in submitting quotations/offers shall submit the offers online through website: www.mstcecommerce.com The offer/bid submitted in other mode shall not be entertained.</p>
6.2	<p>Bidders are required to complete the registration formalities with MSTC before payment of the interest free EMD/pre-bid amount on or before one day prior to schedule date and time as prescribed in Schedule 2.</p>
6.3	<p>The prospective bidders should comply with KYC norms. All financial transaction towards e-auction sale of scheduled property must be made only through the bank account (registered with MSTC) in respect of which the cancelled cheque has been given by the authorized and identified Bidder.</p>
7	<p>e-Auction</p>

7.1	E-Auction Result/Status: Status of bids must be personally seen by the Bidders online through the link "Auction Lot Status" immediately after closing of e-Auction. Highest Bid is subject to approval of Hon'ble High Court and thereby securing the status of highest bidder confers no right so as to demand the automatic confirmation of sale in favour of highest bidder.
7.2	Email Address of Bidders must always be kept valid, failing which Bidders will be liable for non-compliance of payment or any other instruction required to be issued by MSTC to them via email.
7.3	The Sale will be governed by the Material List i.e. guidelines for online registration of intending bidders and all other information/ documents hosted on webpage for guidance of intending bidders and pertaining to the e-auction sale & " Terms & Conditions " (hereafter referred as TC for brevity) displayed on the "Live e-Auction Floor". The Material List & TC displayed under "View Forthcoming Auctions" on MSTC's e-Auction Website are tentative and subject to change at Seller's / MSTC's sole discretion before the start of e-Auction. Bidders should therefore download the Material List and TC displayed only under "View Live Auctions" for their record purpose, if required. Participation in the e-Auction will be deemed to imply that the Bidders have made themselves thoroughly aware of and accepted the TC , and Material List. Seller / MSTC shall have the right to issue addendum to the TC or Material List to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original TC . In this regard, the prospective bidders are advised to keep a close watch on the MSTC website to take notice of such addendum/s if any.
7.4	During Live Auction, only brief Lot details will be shown under " Lot Name " on the " Auction Floor " where Bidders are required to bid. The detailed " Lot Description " can be seen by the Bidders by clicking on the " Lot Name " and it shall be the responsibility of the Bidders to see the " Lot Description " before bidding and no representation/complaint from the Bidders in this regard will be entertained by MSTC/Seller.
7.5	It will be the Bidder's responsibility to personally see the result of e-Auction by seeing and downloading the "Auction Lot Status" from the Website immediately after Closure of e-Auction which will be displayed up to 6(Six) days from the date of Closure of e-Auction (excluding the date of closure of e-Auction). A system generated automatic Sale Intimation Letter will be issued by e-mail to the Highest Bidder once the highest bid or any other bid is accepted by the Hon'ble High Court. Bidders must therefore keep a watch on their incoming e-mail. No hard copy of the Sale Intimation Letter (on Confirmed or STA basis) will be issued by MSTC.
7.6	The Bidders shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by SELLER/MSTC in this regard. Bidders must be careful to check the Bid Amount/No. of '0'/No. of Digits, etc., and if required, rectify their bid before submitting the Bid into the live e-Auction floor by clicking the 'Bid' Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for the Lot, this will be displayed by way of a WARNING MESSAGE on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals.
8	Acceptance of the highest (H-1) bid

8.1	Acceptance of the highest (H-1) bid is subject to approval / confirmation by the Hon'ble High Court and securing the status of highest Bidder, confers no right, so as to demand the automatic confirmation of sale in his / her favour.
8.2	The Official Liquidator shall submit a report along with the e-auction result before the Hon'ble High Court soon after conclusion of e-auction for approval of sale in favour of highest Bidder. The Hon'ble Court may approve the highest bid considering the adequacy of price in light of the valuation report, and other relevant facts as may be deemed fit and proper by the Court. The sale shall stand confirmed only after payment of the entire bid amount as approved by the Court and Goods and Service Tax (GST) as may be applicable over and above the bid amount. Upon approval of highest bid, the highest Bidder will be informed about the same by MSTC via email only.
8.3	Once the bid is accepted by the Hon'ble High Court, MSTC will transfer the amount of EMD to the account of the Official Liquidator, Delhi by a demand draft/pay order in favour of "Official Liquidator, Delhi" payable at New Delhi forthwith.
8.4	25% of the bid amount to be deposited with the OL Delhi by the successful bidder within 7 days from the date of acceptance of H1 bid failing which the Pre-Bid EMD/EMD shall be forfeited by the Seller. The buyer may adjust the Pre-Bid EMD/EMD with the Security deposit (SD).
8.5	The entire due balance payment will have to be paid by the successful Bidder to the Official Liquidator, Delhi within 60 days of acceptance of H1 bid.
8.6	The highest Bidder will not be entitled to assign their right to buy the scheduled property to any third party or nominate any third party, once they are declared to be the successful Bidder. In other words, the Sale will be made only to the successful Bidder and not to any third party.
9	Forfeiture of EMD, etc.
9.1	The Seller reserves the right to forfeit any amount/money lying with MSTC/Seller from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount/money may be lying with Seller/MSTC and payable to the said Bidder against any other contract/transaction.
9.2	The successful Bidder shall pay full and final bid amount along with GST as may be applicable, within the time prescribed in Schedule No. 2 , failing which the EMD amount remitted will stand forfeited and will be credited to the Account of the Official Liquidator, Delhi by MSTC.
10	Delivery of Possession & Confirmation of Sale
10.1	The possession of the property/ies shall be handed over to the successful purchaser/Bidder vide " Possession Memo " upon payment of full and final sale consideration
10.2	The scheduled property shall remain in every respect at the entire risk of the BUYER from the date of issue of "Possession Memo" by the SELLER.
10.3	Delivery of the scheduled property/ies as covered in this e-auction will be made on " As is Where is Whatever There is " basis.
10.4	The sale deed will be done in favour of the purchaser after the sale is confirmed by the Hon'ble High Court in favour of the successful auction purchaser
11	Submission of draft Sale Deed for approval

11.1	The purchaser/s of immovable property/ies shall submit a draft of Sale Deed to the Official Liquidator for execution with authentic boundary, survey No. / Corporation No., Survey map and all other relevant information for proper identification of the sold property within a maximum period of 4 months from the date of handing over of the possession of the property to the purchaser.
11.2	It shall be the absolute responsibility of the respective purchaser to furnish the authentic boundary, survey No./Corporation No., Survey map and all other relevant information for proper identification of the sold property. The sale deed/s shall be executed at the risk and cost of the purchasers. 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	GST, etc.
12.1	Successful Bidder/purchaser shall pay GST as may be applicable, over and above the approved bid amount.
13	General
13.1	The sale will be subject to further modification/alteration of terms and conditions of sale as the Hon'ble High Court may deem fit and proper.
13.2	The Hon'ble High Court reserves the 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 High Court only after the entire sale consideration has been deposited by the successful bidders.
13.3	No court other than the Hon'ble High Court of Delhi will have the jurisdiction to deal with any matter arising out of the sale proceedings.
13.4	The instant Sale Notice shall stand as public notice and notice to 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 acceptance of bid. No objection of any kind shall be entertained thereafter.
13.5	All contracts/transactions entered into by the buyer/Bidder arising out of this e-auction shall also be governed by the integrity pact available on website: www.mstcindia.co.in and https://www.mstcecommerce.com
13.6	The information in respect of the scheduled property have been stated to the best of the knowledge from the available records. The Seller/MSTC, however, shall not be responsible for any error, misstatement or omission in the said particulars. The Bidders are, therefore, requested to verify the same, in their own individual interests before submitting the Bids.

**SALE NOTICE/SCHEDULE No.-1
IN THE HIGH COURT OF DELHI AT NEW DELHI**

(ORIGINAL COMPANY JURISDICTION)

COMPANY PETITION NO. 516/2012

IN THE MATTER OF THE COMPANIES ACT, 1956

AND

IN THE MATTER OF EASTERN MEDIKIT LIMITED (IN LIQN.)

E-AUCTION SALE NOTICE

Bids are invited for E-auction of the following assets and properties of the company (In Liqn) on “As is Where is Whatever there is basis” from the prospective buyers.

The details of Reserve Price and EMD are as under:

Lot No.	Details of Assets	Location	Reserve Price	EMD (10% of the Reserve Price)
I	Land & Building, (admeasuring 4200 Sq. mtr.), Plant & Machinery/movable Assets (Combined)	Plot No. 195-196, Udyog Vihar, Phase-1, Gurgaon (Haryana)	37,50,00,000	3,75,00,000
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Note:

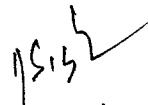
1. Inspection of the above assets/ properties will be held on 07.12.2020 and 08.12.2020 between 11:00 A.M to 5:30 P.M.

At the time of taking inspection of the aforesaid assets/ properties of the

company (In Liqn) at the factory premises, all the interested buyers are requested to follow the advisory issued by the District Administration of the area in respect of spread of COVID-19 in the interest of their own wellbeing and in public interest.

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DATE: 01.12.2020
PLACE: NEW DELHI


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

SCHEDULE No.-2

Events of e-Auction:-

Sr. No	Events	Dates and descriptions	
1	Last date and time for Bidder's Online Registration.	On or before _____.	
2	Inspection of the scheduled properties	As per Sale Notice/Schedule-1.	
3	Pre-Bid EMD / EMD	As specified in schedule 1.	
4	Security Deposit	25% of the bid amount to be deposited with the OL Delhi by the successful bidder within 7 days from the date of acceptance of H1 bid failing which the Pre-Bid EMD/EMD shall be forfeited by the Seller. The buyer may adjust the Pre-Bid EMD/EMD with the Security deposit (SD).	
5	Opening Bid/Start price	Reserve Price given in Sale Notice/Schedule-1.	
6	Mode of Payment of EMD and all other payments to MSTC.	NEFT/RTGS to the MSTC account only through the Pay Pre-Bid link provided in Buyer's login.	
7	Mode of payments to OL, Delhi for security deposit & Bid amount.	Demand draft/pay order drawn in the favour of "Official Liquidator, Delhi" payable at New Delhi.	
8	Last date and time for online payment of EMD	One day before the auction date.	
9	Scheduled Date & time of opening and closing of e-Auction for each Lot	Opening at _____.2020 at 11.00 AM	Closing at _____.2020 at 16.00 PM
10	Minimum Bid Increment	1% of the Reserve Price.	
11	Intimation to securing the position of the H-1 Bidder (highest bidder)	Immediately after completion of e-Auction by the Service provider i.e. MSTC.	

12	Full and final Payment of Bid amount by successful Bidder	60 days from the date of receipt of communication regarding approval of H- 1 Bid by Hon'ble High Court.
13	Return of EMD of unsuccessful Bidders	Refund at the option of bidders except for H-1.
14	Delivery of possession of the property.	Upon payment of full and final sale consideration.
15	Execution of sale deed/deed of assignment	Upon payment of full and final sale consideration and confirmation of sale by the Hon'ble High Court
16	Contact person in the office of Official Liquidator for inspection of scheduled property/ies	Official Liquidator, Delhi. Phone No. _____ & _____
17	Contact Person in the office of MSTC for any query regarding online registration or for bidding etc.,	<i>Shall be communicated on signing of Agreement.</i>

SCHEDULE No.-3

Seller's Details:

Seller's Name	OFFICIAL LIQUIDATOR ATTACHED TO THE HON'BLE HIGH COURT OF DELHI
Location	8th Floor, Lok Nayak Bhawan,
Street	Khan Market
City	New Delhi-110003
Country	INDIA
Telephone	011- 24693315/92/93/94
Fax	011-
Email	Ol.delhi@mca.gov.in
Web page	www.mca.gov.in

SCHEDULE No.-4

Technical Details/Attachments:

A	(Any relevant Court Order may be mentioned here)	CLICK HERE
B	Guidelines for registration	CLICK HERE
C	(Any relevant property related documents may be mentioned here)	CLICK HERE
D	(Any relevant Inventory related reports may be mentioned here)	CLICK HERE

*****THE END*****