

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

**IN THE MATTER OF THE COMPANIES ACT, 1956**

**AND**

**M/S DELCO PRECITONE JEWELLERS (P) LTD (IN LIQN)**

**IN**

**C.P.NO.227/2010**

**HAND BILL/SALE NOTICE**

1. Sealed tenders on "AS IS WHERE IS AND WHATEVER THERE IS BASIS" are invited for sale of movable assets of the above said company (In Liqn.) situated at G-42 to 63, II nd Floor, Jhandewalan Flatted Factories Complex, Rani Jhansi Road, New Delhi-55.
2. Inspection to the prospective bidders will be given on 6-11-2014 and 7-11-2014 between 11.00 A.M to 4.30 P.M.
3. The tenders should reach the Assistant Registrar(Company), Room No. 8 (Basement), Block-A, Delhi High Court, Sher Shah Suri Marg, New Delhi on or before 11.11.2014 in sealed covers marked "OFFER IN THE MATTER OF M/S DELCO PRECITONE JEWELLERS (P) Ltd for moveable assets mentioning C.P.No and next date of hearing" accompanied with a Demand Draft or Pay Order drawn in favour of Official Liquidator payable at New Delhi towards earnest money as given under.
4. The minimum reserve price and earnest money of the movable assets has been fixed are as under.

	<b>Reserve Price</b>	<b>Earnest Money</b>
Movable Assets	Rs. 40,000/-	Rs. 4,000/-

Description of movable assets are given as under:-

<b>S.NO.</b>	<b>Particulars</b>	<b>Quantity</b>
1.	Chairs (old & broken condition)	20
2	Rolling Chairs (Old & broken Condition)	10
3	Tables (small)	8

4	Tables (Big)	5
5	Wooden Almirah (Old & broken condition)	6
6.	Wooden Racks	15
7.	Steel Sink	3
8.	Iron Stand (broken)	6
9.	Polishing Tub (Iron) Small	1
10	Polishing Machine (broken small condition)	2
11.	Plastic Drum	3
12.	Iron Drum	6
13.	Stablizers 240 Volt	2
14.	T.V.Trolley (broken)	1
15	Room Hitter Old & broken condition	2
16	A/C Blower with motors (2motors)	
	Broken condition	1
17.	LPG Gas Cylinder	3
18.	Steel Racks	5
19.	Motor (1 power)	1
20.	Gas Cutter Cylinder	2
21.	A/C Ducting machine Scrap condition	1
22.	Tools (finishing of jewellery)	3
23.	Testing small machine (broken condition)	1
24.	Water & electricity fitting goods	2
25.	Vaccum cleaner broken condition	1
26.	Telephone instruments (old & broken)	15
27.	Pedestal Fan	2
28.	Table Lamp (Big)	3
29.	Basket (Iron & Plastic)	3
30	Geezer	2
31.	Godrej Fridge 165 Lt.	1

5. The tenders will be considered / opened before the Hon'ble Company Judge in Chamber (Court No. 11) Delhi High Court, New Delhi in the presence of such tenderers who may like to be present at that time.
6. The tenderers whose tender/bid is accepted shall have to deposit with the Official Liquidator by Demand Draft or Pay Order for a 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.
7. The detailed information and copy of "TERMS AND CONDITIONS OF SALE" be downloaded from the website of

Official Liquidator and the same can also be collected from the office of the undersigned on any working day 10.00 a.m. to 5.00 p.m.

8. 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.
9. The Official Liquidator reserves its right to reject any/all tenders/bids at any time without assigning any reason whatsoever thereof.

*Please also visit website [www.mca.gov.in](http://www.mca.gov.in) [www.companyliquidator.gov.in](http://www.companyliquidator.gov.in) and [www.delhihighcourt.nic.in](http://www.delhihighcourt.nic.in)*

**Place: New Delhi**

**Date: 31/10/14**



(RAJ PAL SINGH)

**DY. OFFICIAL LIQUIDATOR(INCHARGE)  
ATTACHED TO HIGH COURT OF DELHI  
8<sup>TH</sup> FLOOR, A WING, LOK NAYAK BHAWAN,  
KHAN MARKET, NEW DELHI-110003  
PH.NO. 24693393, 24693315/ Fax No. 24693314**

**IN THE HIGH COURT OF DELHI AT NEW DELHI**

**(ORIGINAL JURISDICTION)**


**TERMS AND CONDITIONS OF SALE**

**IN THE MATTER OF VARIOUS COMPANIES**

- 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 property in order to verify its area 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. 11) 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% (excluding 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 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.
- 11 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 2<sup>nd</sup> highest bidder shall be refunded only after the 25% of the tender/bid amount (excluding earnest money) is deposited by the highest bidder.
- 12 That in case the successful tenderer/bidder makes any default in depositing the sale amount with the Official Liquidator, the 2<sup>nd</sup> 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.
- 13 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.

DATE: 31-10-2014  
PLACE: NEW DELHI

  
(RAJ PAL SINGH)  
DY. OFFICIAL LIQUIDATOR (INCHARGE)  
HIGH COURT OF DELHI