

Government of India,
Ministry of Corporate Affairs,
O/O the Official Liquidator
Corporate Bhawan, IInd floor
29, RajajiSalai,
Opposite to Beach Railway Station
Chennai - 600001

IN THE HIGH COURT OF JUDICATRE AT MADRAS
ORIGINAL JURISDICTION

IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF M/S.EDSERV SOFTSYSTEMS LIMITED
(IN LIQUIDATION)

COMPANY APPLICATION NO. 321 OF 2018

IN

COMPANY PETITION NO.53 OF 2013

SALE NOTICE

Pursuant to the orders of the Hon'ble High Court, Madras dated 01.11.2018 & 16.11.2018 sealed tenders are invited from the interested parties by the undersigned for the purchase of movable assets as detailed in the schedule given hereunder belonging to M/s.Edserv Softsystems Limited (In Liquidation) on "***as is where is condition and whatever there is basis***".

SCHEDULE

SL. NO	Description	Location	Reserve Price Fixed (Rs.)	E.M.D. @ 10% on the reserve price fixed Rs.
1.	Movable Asset a) Skoda Superb Car- TN 09 BB 2050 (Four Wheeler) Model -2009 Colour- Black Engine No: CDA044960 Chassis No: TNBBBGT19A3011 88 Fuel Used :Petrol	Kept at basement of the Office of Official Liquidator, No.29, Rajaji Salai, Corporate Bhawan, Opposite to Beach Railway Station, Chennai- 600 001	Rs.3,00,000/-	Rs.30,000/-

2. Date of inspection of Movable asset : **22.11.2018 between 11:00A.M to 04:00 P.M**
3. Last date for submission of tenders : **28.11.2018 up to 04:30 PM with Registrar General, High Court, Madras**

Sealed tenders will be opened by the Hon'ble High Court, Madras on **30.11.2018 at 10:30 AM** when the tenderers may remain present and participate in the inter -se bidding. However a report on the said offers/tenders will be placed before the Hon'ble High Court, Madras for confirmation of sale.

Tender Form, Terms & Conditions can be obtained from the office of the undersigned during the working days between **11.00 A.M. to 04.00 P.M** before the date fixed for submission of tender.

The cost of tender form is Rs.1000/- per form (Non-refundable/Non-adjustable)

Sealed tenders accompanied by Earnest Money Deposit should directly be submitted to the Office of the Registrar General, High Court of Madras, Chennai- 600 104. For further details about the property, kindly log on to www.olchennai.in or call on the undersigned office on any working day.

DATED AT CHENNAI THIS THE DAY OF NOVEMBER 2018

Sd/-

(Dr.K.THIRUMALAIMUTHU)
OFFICIAL LIQUIDATOR
HIGH COURT, MADRAS

TERMS AND CONDITIONS FOR SALE NOTICE DATED

Sale of movable asset one Four Wheeler No.TN 09 BB 2050 (Skoda Superb Car) belonging to M/s.Edserv Softsystems Limited (In liquidation) kept at basement of Office of the Official Liquidator, Corporate Bhawan,2nd Floor, No.29, Rajaji Salai, Opposite to Beach Railway Station, Chennai- 600 001.

1. The vendor is the Official Liquidator attached to the Hon'ble High Court of Judicature at Madras appointed for conducting the winding up proceedings under the provisions of the Companies Act, 1956.
2. The sale of on **"AS IS WHERE IS AND WHATEVER THERE IS BASIS & NO COMPLAIANT BASIS"**
3. The sale of assets and properties of the subject company shall not relieve the Directors or any persons who may be liable to the secured Creditors or otherwise. The tenders should be submitted in a sealed cover in respect of the movable asset as per Schedule mentioned below. The sealed cover should be superscripted as follows:-
4. **IMPORTANT EVENTS**
 - a) Date of Inspection of said property on **22.11.2018** from **11:00 AM to 04:00 PM**
 - b) Last date of receipt of sealed tender by Registrar General. High Court, Madras on **28.11.2018**.
 - c) Cost of Tender Form each **Rs.1000/- (By Cash Only)**
 - d) Date of opening tender form/ auction on **30.11.2018** at 10:30 AM before Hon'ble Company Judge, High Court, Madras
- 5) The sealed envelope should be superscripted as **"OFFER FOR THE PURCHASE OF MOVABLE ASSET, ONE FOUR WHEELER No. TN 09 BB 2050 (SKODA SUPERB CAR) BELONGING TO M/S. EDSERV SOFTSYSTEMS LIMITED (IN LIQUIDATION) KEPT AT BASEMENT OF OFFICE OF THE OFFICIAL LIQUIDATOR, CORPORATE BHAWAN, 2ND FLOOR, No.29, RAJAJI SALAI, OPPOSITE TO BEACH RAILWAY STATION,CHENNAI- 600 001"** containing the offer

along with interest free EMD 10 % of the upset price should be submitted to “ The Registrar General, High Court of Madras Office of the Registrar General, High Court of Madras, Chennai- 600 104 on or before the last date for submitting the tender, that is **28.11.2018 up to 04:00 PM.**

- 6) The offers received from the intending purchasers shall be placed before the Hon'ble company judge and the intending purchaser may raise their offer upwards in the inter-se bidding to be held by the Hon'ble Court on the date of auction.
- 7) The offerers should submit their offer with interest free Earnest Money Deposit 10 % of the upset price by way of Demand Draft/ pay drawn on any Nationalized Bank payable at Chennai in favour of “ **The Official Liquidator, High Court, Madras**” of the company as mentioned in the sale notice, offers received without EMD deposit will not be considered.
- 8) The Hon'ble High Court of Judicature at Madras reserves the right to accept or reject the highest or any offer without assigning any reason thereof and the decision of the Hon'ble High Court will be final and binding on the parties.
- 9) On acceptance of the highest bid/offer in the inter-se bidding, the highest offerer shall pay the full amount of the bid/offer within 30 days from the date of acceptance (After deducting the amount of EMD deposited) **ONLY BY WAY OF PAY ORDER/DEMAND DRAFT** drawn on any nationalized bank payable at Chennai in favour of the “**The Official Liquidator, High Court, Madras**”.
- 10) **If the intending purchasers submitting the offer below the upset price fixed by the Hon'ble Court, EMD made by them may liable to be forfeited subject to the orders of the Hon'ble High Court, Madras.**
- 11) The sale of the properties of the company in liquidation shall be on “**As is where condition is and whatever there is basis**” and the Official Liquidator will not transfer the title except the title which the company was having prior to its liquidation.
- 12) **THE PURCHASER:**
 - a) Shall obtain water, electricity, telephone connection and all other necessary amenities required by them at their cost and expenses.
 - b) Shall obtain all other necessary permission/quotas, if any, as may be required, at their own cost.

13) The Registration Charges and all other incidental charges thereto shall be borne by the auction purchaser.

14) Rule of "**Caveat emptor**" is applicable to the sale.

15) The property will be conveyed and assigned to the purchaser by the vendor who alone will execute the documents, if any, in favour of the purchaser. The purchaser shall not require the concurrence in such documents of any other person or persons.

The vendor is selling the property as the Official Liquidator attached to the Hon'ble High Court of Judicature at Madras pursuant to the directions of the Hon'ble High Court in the matter and as such will not give any warranty or indemnity of any kind whatsoever.

16) The purchaser shall be liable to pay all statutory dues, if any, due and payable on the properties of the subject company for the period after the date of winding up order. The payment of such dues for pre-Liquidation period shall be settled as per the provisions of the Companies Act, 1956. However, dues, taxes, cess, if any, applicable on the sale of assets, shall be paid by the purchaser.

17) The properties shall be handed over to the purchaser on payment of full sale price to the Official Liquidator and / or subject to such directions as the Hon'ble High Court may issue in the matter.

18) If the purchaser does not pay the amount of purchase consideration to the Official Liquidator within the stipulated time, as directed by the **Hon'ble High Court, the Official Liquidator shall terminate the sale and forfeit the EMD and the part sale consideration if any paid.** This condition and other conditions in respect of the payment of purchase consideration are without prejudice to the right of the Official Liquidator. If the vendor terminates the contract as aforesaid he will be entitled to put the properties for re-value with the permission of the Hon'ble High Court. The vendor has no original documents or title deeds relating to the properties under sale with him. The original title etc., are/may be under the possession of Secured Creditors. The purchaser is neither entitled to call for the production of or delivery of any of the documents not in his possession and shall not make any requisition or take any objection in respect of such non-delivery thereof.

19) The purchaser shall satisfy himself about the right, title, boundaries etc., of the properties after ascertain from the concerned Registration Offices and other authorities and the Vendor will not entertain any claim as regards to the right /title/extent etc., to the property after the Hon'ble High Court confirms the sale.

- 20) The purchaser shall be deemed to have purchased the properties after complete examination & inspection of it and shall not be entitled to make any requisition or raise any objection as to the title, boundaries or consideration and nature of the property or any part thereof.
- 21) As from the date of confirmation of sale, the property sold to the purchaser, shall be at the sole risk, cost account of the purchaser as regards the destruction or any damage by earthquake or any other natural calamities or other act of God otherwise whatsoever.
- 22) If the purchaser fails to pay the purchase money/balance amount and all costs charges and expenses payable by him to the vendor within the time specified in above and all other respect to perform these conditions or any of them, his entire amount deposited till then shall be forfeited and the vendor shall be at liberty to sell the property without tendering any conveyance and/or assignment to such defaulting purchaser and without being bound to sell the property at such time and subject to such condition and in such manner in all respects as he shall think proper. The deficiency in price, if any, occasioned by such second sale and all cost charges and expenses occasioned by such subsequent sale or any attempted second sale with interest thereon as may be fixed by the Hon'ble High Court from the date of confirmation of the first sale shall be immediately after such subsequent sale be made good and paid by the defaulting purchaser as by way of Liquidated damages, while any increase in price on such second sale shall not belong to the defaulting purchaser. This condition is not affected by any other conditions hereof.
- 23) The Hon'ble High Court of Madras has right to impose such other and further terms and conditions as the Hon'ble High Court may deem, fit and proper, in the circumstances of the case as may arise and said terms and conditions apart from those already specified above will be binding on all the parties concerned.
- 24) The sale will be strictly on these terms & conditions and any conditional offer will not be entertained.
- 25) The offerer shall not be entitled to withdraw or cancel his offer once submitted. If the offerer withdraws or cancels his offer, the Earnest Money Deposit shall be liable to be forfeited along with the part sale consideration paid if any and he will also be liable to pay to the Official Liquidator the loss, damages suffered consequent upon his backing out of its offer. The property/assets in question will then be re-sold at the risk and consequences of the offerer.

- 26) The Earnest Money Deposit of Ist and IInd bidders will be retained and Earnest Money Deposit of other bidders will be returned by way of cheque. The Earnest Money Deposit of IInd bidder will be returned on receipt of the entire consideration from the Ist bidder.
- 27) This offer for sale does not include any part of the property/assets which is being installed/laid down by public utility undertaking and/or local authority such as Electricity, Gas Authorities, Telecommunication Authority etc., are not put up for sale. Since these properties are not owned and belong to the subject company in provisional liquidation.
- 28) No nomination facility is permitted.
- 29) The offer once accepted by the Hon'ble Court, the offerer will not be allowed to withdraw the same.
- 30) The successful bidder will have to get the possession of the asset immediately after the date of confirmations of sale by the Hon'ble High Court.

OFFICIAL LIQUIDATOR
HIGH COURT, MADRAS