

**IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF COMPANIES ACT, 1956
AND
IN THE MATTER OF HOFFLAND FINANCE LTD. (IN LIQN.)
IN
C. P. NO. 351/1999**

SALE NOTICE

1. Sealed tenders on "As is where is and whatever there is" basis are invited for the sale of Flat (Office) and moveable items lying thereof belonging to the above said company situated at:
(i) Flat No. 111, first Floor, Sagar Avenue, Opposite Shoppers Stop, S V Road, Andehri (West), Mumbai-58
2. The aforesaid premises in question of the above said company can be inspected on 23-01-2018 and 24-01-2018 between 11.00 AM to 4.00 PM.
3. The sealed tenders should reach the Asstt. Registrar (Company), Room No. 8A, Basement, Delhi High Court, Sher Shah Road, New Delhi on or before 08-02-2018 in sealed cover marked "OFFER IN THE MATTER OF HOFFLAND FINANCE LIMITED" for flat/ premises and/ or Moveable items mentioning the 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:

Particulars	Area/ Quantity	Earnest Money (in Rs.)	Reserve Price/Fair Market Value (in Rs.)
Flat No. 111, first Floor, Sagar Avenue, Opposite Shoppers Stop, S V Road, Andehri (West), Mumbai-58	Built up Area = 252 Sq Ft Carpet Area = 210 Sq Ft	14,49,000/-	57,96,000/-
Moveable Items such as Chairs, tables, Old AC, cabinets, fans etc		7,500/-	30,000/-

4. The tender will be opened on 08-02-2018 before the Hon'ble Company Judge in Chamber (Court No. 21), High Court of Delhi, New Delhi in the presence of such tenderers who may like to be present at that time.
5. The bidders shall enclose the photocopies of their PAN card along with the bid/ tender.
6. That in case the Court deems appropriate, open bidding shall be held on the date of auction or so soon thereafter as the Court may deem fit.
7. The detailed information and copy of 'Terms and conditions of Sale' can 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 between 10.00 AM to 5.00 PM.

The above said information is also available on the following Websites.

www.delhiol.com, www.delhihighcourtnic.in and www.mca.gov.in

Place: New Delhi
Date:

(D. K. SINGH)
Official Liquidator
8th Floor, Lok Nayak Bhawan,
Khan Market, New Delhi - 110003
PH: 011-24693393, 24693394

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

TERMS AND CONDITIONS OF SALE

IN THE MATTER OF HOFFLAND FINANCE LTD. (IN LIQN.)

1. The Flat (Office) and moveable items 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 Flat (Office) and moveable items in order to verify its area and present conditions etc.
3. The bidder / tenderers will be at liberty to submit bid in sealed cover for the Flat (Office) and/or moveable items in question.
4. That before submitting their tenders, the tenders should satisfy themselves about the area, title and other related issue of the Flat (Office) and moveable items in question from the concerned authorities and later no objection of any kind shall be entertained in this regard by the Hon'ble Court. Only such title or interest in the Flat (Office) and moveable items 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.
5. That the tender if not accompanied with a Demand Draft/Pay Order for the amount of earnest money i.e 25% of the Reserve Price in favour of the Official Liquidator shall not be accepted/ considered.
6. That incomplete offer 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.
7. That the sealed tenders will be opened before the Hon'ble Company Judge in Chamber (Court No. 21) 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.
8. 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.
9. 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.
10. 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.
11. That the purchaser will submit draft SALE DEED and other necessary documents to the Official Liquidator for settlement by the Hon'ble Court.
12. 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.

That after the submission of the tender, the tenderers 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.

14. 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 (excluding earnest money) is deposited by the highest bidder.
15. 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.
16. However, the sale deed will be done in favor of the purchaser under the order of Hon'ble High Court after the sale is confirmed by the Hon'ble High Court in favour of the successful auction purchaser.
17. The bidders shall enclose the photocopies of their PAN card along with the bid/ tender.
18. 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.

11/5/13

(D. K. SINGH)
Official Liquidator
8th Floor, Lok Nayak Bhawan,
Khan Market,
New Delhi - 110 003

Place: - New Delhi
Date