

पटना उच्च न्यायालय, पटना के न्यायधिकरण में
रोहतास इंडस्ट्रीज लिमिटेड (परिसमापन में) के मामले में
कंपनी याचिका संख्या 3/1984

बिक्री सूचना

संपत्ति का विवरण	आरक्षित मूल्य (रुपये में)	ईएमडी (रुपये में)	संपत्ति के निरीक्षण की तिथि
फर्नीचर और अन्य संपत्तियां (सही और क्षतिग्रस्त), लोहे के स्क्रैम, वाहन जो रोहतास इंडस्ट्रीज लिमिटेड, डालमियानगर कॉलोनी, के डेहरी-ऑन-सोन, रोहतास और आसपास के जगहों पर अवस्थित है।	1,09,00,000/-	27,25,000/-	21.06.2025 प्रातः 11.00 बजे से सायं 5.00 बजे के बीच

माननीय उच्च न्यायालय, पटना के आदेशानुसार, उपरोक्त संपत्ति के विक्रय हेतु 'जो जहाँ है और जो जिस अवस्था में है' के आधार पर निर्धारित प्रपत्र में मोहरबंद निविदाएं अधोहस्ताक्षरी के कार्यालय में 24.06.2025 के पूर्व सायं 5.00 बजे तक आमंत्रित की जाती है। मोहरबंद निविदायें पटना में ऑफिसियल लिक्विडेटर, हाई कोर्ट, पटना के पक्ष में आहरित किसी भी राष्ट्रीयकृत/अनुसूचित बैंकों के बैंक ड्राफ्ट के माध्यम से ब्याज मुक्त ईएमडी के साथ भेजें। विवरण के लिए कृपया निविदा प्रपत्र और नियम और शर्तें देखें, जो अधोहस्ताक्षरी के कार्यालय से रु.5000/- (अप्रतिदेय) के भुगतान करके प्राप्त किया जा सकता है।

प्राप्त की गई मुहरबंद निविदाओं को दिनांक 26.06.2025 को अपराह्न 2.15 बजे माननीय कंपनी न्यायाधीश, उच्च न्यायालय, पटना के समक्ष खोली जाएंगी।

तत्काल बिक्री सूचना के तथ्य सूचना प्रकृति की है और इच्छुक पक्षों को सूचना देने हेतु है। "बिक्री की शर्तें और नियम" हमारी वेबसाइट: www.mca.gov.in से डाउनलोड किए जा सकते हैं।

ह0/-

आधिकारिक परिसमापक, उच्च न्यायालय, पटना
मौर्य लोक कॉम्प्लेक्स, 'ए' ब्लॉक, चौथी मंजिल,
डाक बंगला रोड, पटना-800001.

स्थान: पटना

दिनांक: 06.05.2025

**IN THE MATTER OF
M/s. ROHTAS INDUSTRIES LIMITED (IN LIQUIDATION)**

**TERMS AND CONDITIONS OF SALE
OF THE FURNITURE & OTHER ASSETS (FRESH & DAMAGED), IRON
SCRAPS, VEHICLES SITUATED AT DALMIANAGAR
ADMINISTRATIVE BUILDING AND OTHER PLACES AS PER LIST OF
VALUATION REPORT, DEHRI-ON-SONE, DISTT. -ROHTAS (BIHAR)**

1. The Sale is strictly on "As is where is and whatever condition there is" basis. Therefore, purchaser satisfy himself about the existing assets/property of the company.
2. The valuation report and list of furniture, iron scrap, vehicles etc. can be inspected at the office of the undersigned on any working day free of cost. The xerox copies of the same may be supplied at their own cost.
3. It is always advisable for the intending buyers to satisfy themselves about the nature, character, status, and location of the assets/property in question. No claim shall be entertained later in this regard.
4. The assets/property proposed to be sold by public auction is free from all encumbrances. The purchaser will not be liable for payment of any charges or dues payable by the company in liquidation becoming due on or before the handing over of possession of the property pursuant to the confirmation of sale.
5. The offers be submitted only in **sealed envelope** on the prescribed Tender Form duly issued by the office with countersigned by the undersigned containing the Bank Draft amounting to requisite E.M.D. drawn at **any Nationalised/Scheduled Bank in favour of the "Official Liquidator, High Court, Patna", payable at Patna.** The sealed envelope must be superscripted as "Offer for ----- (respective assets/property) in the matter of M/s. Rohtas Industries Limited (In Liquidation)
6. The completed offer must reach to the office of the undersigned on or before the due date and time. The offers received after the due date and time or without E.M.D. or not property submitted shall be summarily rejected.
7. Third Party Bank Draft as EMD will not be accepted.
8. EMD through Bank Draft for each and every tender is required to be furnished separately along with a letter by the Tenderer (s), whereas, as stated above Tender Form needs to be submitted only in sealed envelope.
9. More than three persons/firms/companies will not be accommodated in a single tender form.
10. Where more than one person applies in a single Tender Form, they have to disclose by separate authority letter, the name of representing person, who will make the bid before the Hon'ble Court. Name of such person also needs to be mentioned on the envelope of Tender Form.

11. Separate authority letter is also required for a person, who has submitted tender form but due to one or another reason, shall not be appearing on the date of bidding before the Hon'ble Court.
12. Maximum two passes will be issued for one Tender Form by the Office of the Official Liquidator.
13. A copy of signed Aadhar Card/Pan Card of each tenderer must be furnished by the Tenderer(s) to the office of the Official Liquidator to submit the same before the Hon'ble Court on the date of bidding.
14. The sealed offers shall be opened before the Hon'ble Company Judge on the scheduled date and time in presence of the interested purchasers or their duly authorised representative(s) and further they will be allowed to participate in inter se bidding in the Court.
15. Bank Draft/Pay Order of Co-operative Bank/Societies/Private Bank will not be accepted.
16. Bank Draft/Pay Order of Co-operative Bank/Societies will not be accepted.
17. The tenderers prior to submitting their tender for assets are expected to visit and inspect the same at the site at their expenses as the same are being offered to be sold on "As is where is and whatever condition there is" basis. They should ascertain on their own all information including technical, non-technical and actual condition and position etc. of the assets under sale.
18. It shall be presumed that all the facts were taken into account by the Tenderer while submitting their Tenders. The tenderer shall be deemed to have full knowledge of the assets, whether he inspects it or not.
19. The assets will be sold on "as is where is and whatever condition there is" basis. This is to say that the tenderer(s) will be deemed to have made themselves aware of the physical condition, dimension, size etc. of the assets by inspecting the assets before submitting their tender and no complaint/claim in this regard will be entertained by the Official Liquidator or High Court after the submission of the tender.
20. The sale of assets being made by the Official Liquidator is with the sanction of the Hon'ble High Court, Patna and as such shall not relieve the directors or any other persons who may be liable to the Secured Creditors as guarantors or otherwise.
21. Tenderers would be given opportunity to improve upon their offer by way of participating in inter se bidding immediately after the opening of tender.
22. The highest offerer in the inter se bidding shall not be eligible to withdraw his offer till the finalization of the sale proceedings by the Hon'ble Court and shall not be entitled to damage, interest on the Earnest Money Deposited.

23. The assets shall be handed over to the purchaser on payment of full sale price to the Official Liquidator and subject to such directions as Hon'ble Court may issue in the matter.
24. The Seller being the Official Liquidator attached to the Hon'ble High Court, Patna and selling the assets pursuant to the directions of the said court, he will not give any warrant or indemnity of any kind whatsoever.
25. As from the date of confirmation of sale of the property, sold to the purchaser, it shall be at their sole risk, cost and on account of the purchaser as regards the destruction of any damage by fire or otherwise whatsoever it may be.
26. If the purchaser fails to pay the purchase money payable by him to the Liquidator within the time specified in the terms and conditions of sale and fails to adhere to the terms and conditions of sale, then the entire amount deposited by him/her till then shall be forfeited and the Official Liquidator shall be at liberty to sell the assets by conducting sale by auction or private contract without being bound to give previous notice in writing of his intention to sell the assets at such time and subject to such conditions and in such manner in all respects as the Official Liquidator shall think proper with the due sanction and orders of the Hon'ble High Court, Patna. The deficiency in price, if any, occasioned by such subsequent sale or any attempted second sale with interest on as may be fixed by the Hon'ble Court from the date of confirmation of the first sale shall immediately to such subsequent sale shall not belong to such defaulting purchaser.
27. In case the sale is not confirmed or is set aside on any ground whatsoever the highest offerer/purchaser shall be entitled to refund of his deposit or EMD as the case may be without any interest and shall not be entitled to be paid his costs, charges and expenses occasioned by his bid for sale of the property not to be declared as purchaser thereof and incidental to the sale nor shall be entitled to any compensation/damages whatsoever.
28. The Hon'ble High Court has right to impose such other and further terms and conditions as it may deem fit and proper in the circumstances of the case, and the said terms and conditions apart from those already specified above will be binding on all the parties concerned.
29. Conditional offers will not be entertained.
30. The tender should be accompanied by the stipulated EMD and any Tender without EMD or with insufficient EMD will be rejected and such tenderers will not be allowed to participate in the further proceedings including inter se bidding.
31. Person who has signed the tender form or his authorised representatives would be allowed to participate in the tenders' opening proceedings and negotiations and make bid for purchase of assets.
32. Prospective bidders are to quote their offer in the prescribed form only.

33. Nomination facility will not be provided.
34. No separate notice shall be given to the offerers, secured creditors, ex-directors, or the petitioners of the company in liquidation in respect of any adjournment on the scheduled date of Tender opening. The interested parties may watch the cause list published under the authority of the Hon'ble High Court, Patna for further date of hearing.
35. The sale is subject to confirmation of Hon'ble High Court, Patna and the offerers does not by merely happening to be the highest offerer/bidder, get any vested right so as to demand automatic confirmation of sale in his favour.
36. The Hon'ble High Court reserves the right to accept or reject any or all the offers at any stage of sale proceedings or confirmation of sale and/or withdraw any of the property subject to sale and negotiate with the purchasers for the public good as well as interest of the creditors and decision of the court shall be binding on all the parties.
37. The successful bides has to deposit the full and final sale consideration by adjusting EMD within sixty days only from the date of approval of offer by the Hon'ble High Court, either in full at a time or in instalments. Possession shall be delivered only after full payment.
38. The terms and conditions described herein above may be rescinded/relaxed or further may be stipulated by the Hon'ble High Court.

Sd/-
Official Liquidator, High Court, Patna
Maurya Lok Complex, 'A' Block, 4th Floor,
Dak Bungalow Road, Patna-800 001.