

# SALE PROCLAMATION

## OFFICE OF THE RECOVERY OFFICER-I DEBTS RECOVERY TRIBUNAL-III, DELHI 4<sup>th</sup> FLOOR, JEEVAN TARA BUILDING, PARLIAMENT STREET, PATEL CHOWK, NEW DELHI-110001

R.C.No.: 130/2012

DATED: 22.09.2016

**PROCLAMATION OF SALE UNDER RULES 38, 52 (2) OF SECOND SCHEDULE TO THE INCOME TAX ACT, 1961 READ WITH THE RECOVERY OF DEBTS DUE TO BANK AND FINANCIAL INSTITUTIONS ACT, 1993**

**IFCI LTD. V/s M/S. H-LON HOSIERY LTD.**

To.

1. M/s. H-Lon Hosiery Ltd., Registered Office, H-Lon House, C-4/1, Main Road, Wazirpur Industrial Area, New Delhi-110052.

**Also at:** 2-B, White House, Bhagwan Das Road, New Delhi-110001 Through Official Liquidator, Attached to Delhi High Court, Kasturba Gandhi Marg, New Delhi.

2. Shri Rattan Lal Garera, 2-B, White House, Bhagwan Das Road, New Delhi-110001

**II Address** 438, Deepali, Pitampura, New Delhi

3. Smt. Gunjan Garera, BJ-32, Shalimar Bagh, New Delhi-110052.

**II Address** 2-B, White House Bhagwan Das Road, New Delhi-110001

**III Address** 438, Deepali, Pitampura, New Delhi

4. Late Smt. Droopti Devi, W/o Shri Hari Ram, Deceased defendant No.4 through legal heirs

4A Mrs. Neeta Arora W/o Shri Om Prakash Arora, R/o AM-27, Shalimar Bagh, New Delhi.

4B Mrs. Aneeta Balwani W/o Shri J.K. Balwani, R/o P-3/85, Ashok Vihar, Phase-II, New Delhi.

4C Mrs. Sangeeta Balwani W/o Shri Ram Chand Balwani, R/o DJ-69, West Shalimar Bagh, New Delhi.

4D Mrs. Madhu Dhingra W/o Shri Keshav Dhingra, R/o 507, Nishatha Apartment, Bhattar Road, Surat, Gujrat.

4E Mrs. Komal Kataria W/o Shri Ashok Kataria, R/o A-8/12, Rana Pratap Bagh, New Delhi.

4F Mrs. Rafi Balwani W/o Shri Hari Lal Balwani, R/o BS-4, Shalimar Bagh, New Delhi.

4G Mrs. Ratna Keshwani W/o Shri Mohinder Keshwani, R/o R-588, New Rajinder, Nagar, New Delhi.

4H Shri Sri Chand Garera S/o Late Shri Hari Ram Garera, R/o RN-110, Shalimar Bagh, New Delhi.

4I Shri Ratan Lal Garera S/o Late Shri Hari Ram Garera, R/o RN-438, Deepali, Pitam Pura, New Delhi.

4J Shri Shyam Garera S/o Late Shri Hari Ram Garera, R/o RN BJ-32, Shalimar Bagh East, New Delhi.

Whereas you has/have failed to pay the sum of **Rs.1,99,01,304.15 (Rupees One Crore Ninety Nine Lacs One Thousand Three Hundred Four and paise Fifteen only)** payable by you/him in respect of recovery certificate in T.A. No. 102/02 by the Presiding Officer, Debts Recovery Tribunal-III, Delhi, and the interest and costs payable as per certificate.

And whereas the undersigned has ordered the sale of property mentioned in the Schedule below in satisfaction of the said certificate.

And whereas there will be due thereunder a sum of **Rs.1,99,01,304.15 (Rupees One Crore Ninety Nine Lacs One Thousand Three Hundred Four and Paise Fifteen only)** excluding costs and interest thereon.

Notice is hereby given that in absence of any order of postponement, the said property shall be sold on **07.11.2016 at 3:00 PM to 4:00 PM** (with auto extension clause in case of bid in last five minutes before closing if required) by **M/s e-Procurement Technologies Ltd. (ABC Procure), A-201/208, Wall Street-II, Opp, Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006 Gujarat (India) Tel: +91 07940016800, Fax + 91 7940016876 Contact person Mr. Kushal Kothary Mobile No. 08980690773 email: kushal@auctiontiger.net**

For further detail contact : **Mr. Mohinder Prakash, AGM, IFCI, Nehru Place, New Delhi-19** having **Mobile No. 09990725969 e-mail ID: mohinder.prakash@ifcilt.com**

The sale will be of the property of the defendant above named as mentioned in the schedule below and the liabilities and claims attaching to the said property, so far as they have been ascertained are those specified in the schedule against each lot.

The property will be put up for the sale in the lots specified in the schedule. If the amount to be realized is satisfied by the sale of a portion of the property, the sale shall be immediately stopped with respect to the remainder. The sale also be stopped if, before any lot is knocked down, the arrears mentioned in the said certificate, interest costs (including cost of the sale) are tendered to the officer conducting the sale or proof is given to his satisfaction that the amount of such certificate, interest and costs have been paid to the undersigned.

No officer or other person, having any duty to perform in connection with sale, however, either directly or indirectly bid for, acquire or attempt to acquire any interest in the property sold. The sale shall be subject to the conditions prescribed in. Second Schedule of the Income Tax Act, 1961 and the rules made there under and to the further following conditions.

The particulars specified in the annexed schedule have been stated to the best of the information of the undersigned, but the undersigned shall not be answerable for any error mis-statement or omission in this proclamation.

1. The reserve price below which the property shall not be sold is **Rs.1,51,00,000 (Rupees One Crore Fifty One Lakh Only)**

2. The amount by which the biddings are to be increased shall be **Rs.1,00,000/-** In the event of any dispute arising as to the amount of bid, or as to the bidder the lot shall at once be again put up to auction.

3. The highest bidder shall be declared to be the purchaser of any lot provided that further that the amount bid by him is not less than the reserve price. It shall be in the discretion of the undersigned to decline/acceptance of the highest bid when the price offered appears so clearly inadequate as to make it inadvisable to do so.

4. EMD of **Rs.15.00 Lakhs (Rupees Fifteen Lakh Only)** shall be deposited by **04.11.2016** by way of **DD/pay order in favour of Recovery Officer-II, Debt Recovery Tribunal-III, Delhi to be deposited with Recovery Officer DRT -III) Delhi.** EMD deposited thereafter shall not be considered for participation in the e-auction.

5. The copy of PAN card. Address proof and identity proof, E-mail ID, Mobile No. and declaration if they are bidding on their own behalf or on behalf of their principals. In the latter case, they shall be required to deposit their authority, and in default their bids shall be rejected. In case of the company copy of resolution passed by the board members of the company or any other document confirming representation /attorney of the company and the receipt/counter file of such deposit should reach to the said service provider or CH Bank by c-mail or otherwise by the said date and hard copy shall be submitted before the Recovery Officer-II, DRT-III, Delhi.

6. The successful bidder shall have to deposit **25% of his final bid amount** after adjustment of EMD by next bank working day i.e. by **3:00 P.M. as per detail mentioned above.**

7. The purchaser shall deposit the balance **75% of final bid amount on or before 15<sup>th</sup> day** from the date of sale of the property. If the 15<sup>th</sup> day is **Sunday or other Holiday** then on the first bank working day after the 15<sup>th</sup> day by prescribed mode as stated in para 4 above. In addition to the above the purchaser shall also deposit poundage fee with **Recovery Officer-II, DRT- III @2% upto Rs.1,000/- and @1% of the excess of said amount of Rs.1,000/- through DD) in favour of The Registrar, DRT-III, Delhi.**

8. In case of default of payment within the prescribed period, the property shall be resold. after the issue or fresh proclamation of sale. The deposit, after defraying the expenses of the sale. may, if the undersigned thinks fit, be forfeited to the Government and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may subsequently be sold.

9. CH bank is directed to authenticate and verify about the veracity of the details given herein.

The property is being sold on **"AS IS WHERE IS BASIS AND AS IS WHAT IS BASIS"**.

The undersigned reserves the right to accept or reject any or all bids if found unreasonable or postpone the auction at any time without assigning any reason. An appeal is pending before Hon'ble Presiding Officer for final hearing.

No. of lots	Description of the property to be sold with the names of the co-owners where the property belongs to defaulter and any other person as co-owners.	Revenue assessed upon the property or any part thereof	Details of any other encumbrance to which property is liable	Claims, if any, which have been put forward to the property, and any other known particulars bearing on its nature and value.
1.	2.	3.	4.	5.
	First and Second floor of Property bearing Plot No. C-4/1, Wazirpur Industrial Area, New Delhi.	NA	NA	NA

Given under my hand and seal on this **22<sup>nd</sup> day of September, 2016.**

Sd/-

(Sujeet Kumar)  
Recovery Officer-II

