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Part VI—Section 1

Notifications of interest to the General Public
issued by Heads of Departments, Etc.

NOTIFICATIONS BY HEADS OF DEPARTMENTS, ETC.

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NOTIFICATIONS BY HEADS OF DEPARTMENTS, ETC.**GENERAL NOTIFICATIONS****“Winding up of the affairs of the Ind. No. 1716 Thittakudi Coir Workers Industrial Co-operative Society Ltd., Thanjavur District and appointment of Official Liquidator.”***(RC. No. 2662/ICH/2012).*

No. VI(1)/232/2014.

“Under the powers conferred on the Register of Industrial Cooperatives under Section 137(2)(b) of the Tamil Nadu Co-operative Societies Act, 1983 (Act 30 of 1983), the activities of the Thittakudi Coir Workers Industrial Co-operative Society Ltd., Ind. No.1716, Thanjavur District have been ordered to be wound up with immediate effect by the Principal Secretary/Industries Commissioner and Director of Industries and Commerce and the Registrar of Industrial Co-operatives, Chennai-28 *vide* Proc. Rc. 2662/ICH/2012 dated: 12-6-2014.”

Under Section 138(1) of the Same Act, Assistant Director (Incl. Co-ops) District Industries Centre, Thanjavur has also been appointed as Official Liquidator of the said society for the purpose of liquidation.

Chennai-600 028,
12th June 2014.

SWARAN SINGH,
*Principal Secretary/Industries Commissioner and
Director of Industries and commerce and Registrar
of Industrial Co-operatives.*

Final Closing and Cancellation of Registration of XN. 775 The Tamil Nadu Khadi Village Board Employees Co-operative Stores.*(R.C.No. 2138/2013/Liqui).*

No. VI(1)/233/2014.

In the Circumstances stated by the Co-operative Sub-Registrar (Prosecution and Liquidation) in his final closure report dated 29-4-2014 as the affairs of The Tamil Khadi Village Board Employees Co-operative Stores XN. 775 have been complete by wound up and in exercise of the powers delegated under section 140(1) of the T.N.C.S. Act 30 of 1983 the registration of The Tamil Nadu Khadi Village Board Employees Co-operative Stores XN. 775 is hereby cancelled and its affairs are finally closed with effect from 30-4-2014 in proceeding R.C. No. 2138/2013/Li dated 30-4-2014 of Deputy Registrar(Non Credit), Chennai.

Chennai-600 108.
30th April 2014.

K. PADMAJA,
Deputy Registrar (Non Credit)

Confirmation of Variation to the Approved Nagercoil Detailed Development Plan No. III of Nagercoil Local Planning Authority.*(Roc. No. 257/2012/DP3)*

No. VI(1)/234/2014.

In exercise of the powers conferred under sub-section 33(2) of Section 33 of Town and Country Planning Act 1971. (Act No. 35 of 1972) the Commissioner Town and Country Planning, in the Proceedings Roc. No. 257/2012/DP3, Dated 28-5-2014 proposed to make the following individual confirmation variation for conversion of Controlled Industrial use into Educational use in Ward-G, Block-3, T.S. No. 31/4pt with an Extent of 3.14 Acres in the Approved Nagercoil Detailed Development Plan No. III in the Director of Town and Country Planning Proceeding in Roc. No.10132/2000/DP1, Dated: 20-8-2003 and Published in *Tamil Nadu Government Gazette* Part-VI, Section-1, Page No. 371, Dated: 24-9-2003, Publication No. VI(1)/447/2003.

The Individual draft variation published in *Tamil Nadu Government Gazette* No. 45, Part-VI, Section-1 Page No. 325, Dated: 21-11-2012, Publication No. VI(1)/331/2012—

2. Since no objection and suggestion have been received on this draft notification within the stipulated time, the same are here by confirmed and ordered as below.

VARIATION

1. Wherever the expression "Map No. 5, DDP(V)/DTCP/Special CTCP No. 8/2002" occurs the expression Map No. 5 DDP(V)/DTCP No. 22/2012 shall be added at the end to be read with.
2. In schedule-IX (Form No.7) in Serial No. 1 the entry proposed controlled industrial use part to be deleted and column No. 4, "8.21.97" Hectares shall be substituted.
3. In schedule-IV (Form No.10) the following fresh entries shall be added at the end.

Sl.No.	Location and T.S. No.	Reference to making on Map	Approximate area in Acres-Cents	Purpose for which area is to be reserved	Present use	Remarks
		(1)	(2)	(3)	(4)	(5)
1	Land bounded on North by Existing Road (MSR Road) East & South by T.S. No.31/4pt. and West by 19/5pt. 19/4, 31/1, 18/7, 6, 5, in comprising S. Nos. 31/4pt. of Ward-G, Block-3	Green wash	3.14 Acres	Educational use	Existing School	To be formed by owner

The variation annexed with the plan is made enforceable from the date of publication of the confirmed variation notification to be issued under Section 33(2) of the Town and Country Planning Act 1971 and published in *Tamil Nadu Government Gazette*.

Chennai-600 002,
28th May 2014.

R. VENKATESAN,
Commissioner of Town and Country Planning (I/c)

Confirmation of Variation to the Approved Melapalayam Detailed Development Plan No. 2 of Tirunelveli Local Planning Area.

(Roc. No. 16225/2012/DP3)

No. VI(1)/235/2014.

In exercise of the powers conferred Under sub-section 33(2) of Town and Country Planning Act 1971. The Commissioner Town and Country Planning Chennai, in the Proceedings Roc. No.16225/2012/DP3, Dated 6.2.2014 proposed to make the individual confirmation variation for 80'-0" 'CC' Road and 50'-0" E5E5 Road deletion of S. Nos. 982/1pt, 985/1pt. & 989/1A1pt. of Kualvanikarpuram Village, Melapalayam ward hereby confirms the following variation to the approved Melapalayam Detailed Development Plan No. 2 of Tirunelveli Local Planning Area, approved in Director of Town and Country Planning, Chennai in the proceedings Roc. No.5493/2010/DP3, Dated: 20-5-2011 and the fact of this approval in Form No. 1, Published in *Tamil Nadu Government Gazette* No. 22, Part-VI—Section-1, Page No. 250, Dated: 15-6-2011, and the individual Draft notification was published in the *Tamil Nadu Government Gazette*, No. 27, Part VI-Section 1 page No. 251, dated 10-7-2013, Publication No. VI(1)/283/2013.

2. Since no objections and suggestions have been received on this draft notification within the stipulated time, the same are here by confirmed and ordered as below.

CONFIRMATION OF VARIATION.

Whenever the expression Map No. 5 DDP(V)/DTCP. No.26/2010, occurs the expression "DDP(V)/DTCP No. 13/2013 Should be added at the end and to be read with.

1. In Schedule III, Part-1 (Form No. 5) the entry proposed 'CC'-80 "-0" and E5E5-50"-0" Detailed Development Plan road shall be deleted.
2. In Schedule-V (Form No. 6) all the entries proposed 'CC'-80'-0" Detailed Development Plan Road and E5E5-50'-0" Road Melapalayam Ward, Kualvanikarpuram Village, S. Nos. 985/1pt & 989/1A1pt. shall be deleted.
3. The variation annexed with the plan is made enforceable from the date of publication of confirmed variation notification to be issued Under Section 33(2) of Town and Country planning Act 1971 and published in the *Tamil Nadu Government Gazette*.

Chennai-600 002,
3rd June 2014.

R. VENKATESAN,
Commissioner of Town and Country Planning (I/c)

JUDICIAL NOTIFICATIONS

IN THE HIGH COURT OF JUDICATURE AT MADRAS

List of Insolvents (On Debtor Petition)

(Roc. No. 51/2014 Insolvency)

No. VI(1)/236/2014.-

Notice is hereby given that on Petitions presented by the under mentioned debtors on dates given in Column 2. Orders of adjudication in insolvency were made against them by the High Court of Judicature at Madras on dates given in the last column.

S. No.	Presented on	IP. No.	Name & Address of the Debtors	Date of Adjudication
1	11-2-2014	16/2014	L. Yudhishater Khatri S/o. Lumbchand Khatri Residing at No. 2 Chinnathampi Mudali Street, Fifth Floor, Backside residential Portion, Sowcarpet, Chennai-600 079. Carried on business in the name and style of Megha Textiles at C.S.L. Complex, Shop, No. 2, No. 37, Reddy Raman Street, Sowcarpet, Chennai-600 079.	13-2-2014
2	18-2-2014	24/2014	N. Parveez Ahamed S/o. K. Naina Mohamed No. 10/23, Brewari Salai, Shenoy Nagar, Chennai-600 030.	13-3-2014
3	8-4-2014	30/2014	D. Sathiskumar, S/o. V. Devarajan No. 112/81, 3rd Street, Rajasekara Nagar, Thondiarpert, Chennai-81.	10-4-2014

List of Insolvents (On Creditor Petition)

(Roc. No. 52/2014 Insolvency)

No. VI(1)/237/2014.-

Notice is hereby given that on Petitions presented by the creditors in Column 4 of the Debtors in Column 5 on dates given in Column 2, Orders of adjudication in Insolvency against the said debtors were under by the High Court of Judicature at Madras on the dated given in the last column.

S. No.	Presented on	IP No.	Name of Petitioning Creditor	Name & Address of the Insolvents	Date of Adjudication
(1)	(2)	(3)	(4)	(5)	(6)
1	3-4-2013	40/2013	K. Shankar S/o. Kanniah Naidu Carrying on Business at No. 2A, School Road, Lakshmi Nagar, Avadi, Chennai-72.	Dr. K. Senthilnathan Carrying on business under the name and style of "Sri Devi Hospital" at No. 1620-A, 16th Main Road, Anna Nagar West, Chennai-600 040.	20-1-2014

<i>S. No.</i>	<i>Presented on</i>	<i>IP No.</i>	<i>Name of Petitioning Creditor</i>	<i>Name & Address of the Insolvents</i>	<i>Date of Adjudication</i>
(1)	(2)	(3)	(4)	(5)	(6)
2	6-9-2013	90/2013	1. Mrs. Padmini Kinger 2. Mrs. Meena 3. Mr. Shyam 4. Mrs. Manju 5. Mr. Ramesh All are residing at No. 708, Rajendra Apartments, No. 158, Barreka Road, Chennai-600 010.	1. M/s. Haji Sattar & Sons 2. Siraj Ashraf 3. Akhtar Haji Sattar 4. Mrs. Yasmin Wahid All are Carrying on business at New No. 58, Old No. 81/1, Acharappan Street, Chennai-600 001.	10-2-2014
3	6-9-2013	89/2013	Shyam K. Kinger S/o. Kishindas residing at No. 708, Rajendra Apartments, No. 158, Barreka Road, Chennai-600 010.	1. M/s. Haji Sattar & Sons 2. Siraj Ashraf 3. Akhtar Haji Sattar 4. Mrs. Yasmin Wahid All are Carrying on business at New No. 58, Old No. 81/1, Acharappan Street, Chennai-600 001.	10-2-2014
4	6-9-2013	88/2013	Ramesh K. Kinger S/o. Kishindas residing at No. 708, Rajendran Apartments, No. 158, Barreka Road, Chennai-600 010.	1. M/s. Haji Sattar & Sons 2. Siraj Ashraf 3. Akhtar Haji Sattar 4. Mrs. Yasmin Wahid All are Carrying on business at New No. 58, Old No. 81/1, Acharappan Street, Chennai-600 001.	10-2-2014
5	10-3-2014	25/2014	Smt. Chitra Desai residing at 3A-302, Oakland Park, Yamuna Nagar, Lokhandwala Complex, Andheri (West), Mumbai.	Mr. Arjunlal Sunderdas 23, Anderson Road, Nungambakkam, Chennai-600 006.	21-4-2014
6	13-2-2013	35/2013	G. Madhu S/o. Narendra "B" Block, 1st Old No. 26, Murugappa Street, Purasawalkam, Chennai-600 007.	G. Visweswara Rao No. 9/5, Avvaiyar Street, 2nd Floor, Mehta Nagar, Chennai-600 029.	7-4-2014

High Court, Madras,
6th June 2014.

S. GURUMURTHY,
Assistant Registrar (O.S.I.),

HIGH COURT, MADRAS.

Conferment of Powers

(R.o.c.No. 6629/2014-B6)

No. VI(1)/238/2014.-

In exercise of the powers conferred under Section 13 of Criminal Procedure Code 1973 (Central Act 2 of 1974) the High Court hereby appoints the following 16 Tahsildars, 8 Tahsildars each in Coimbatore and Madurai District, to undergo Magisterial Training for a period of 120 days from the date of assumption of charge and confers upon them the ordinary powers conferrable under this Code on a Judicial Magistrate to try such cases which were earlier triable and dealt with by an erstwhile Judicial Second Class Magistrate.

Sl. No. (1)	Name (2) <i>Tvl. /Tmt./Selvi</i>	Designation (3)	Districts (4)	Days (5)
1	R. Rangarajan	Tahsildar	Coimbatore	120 days
2	S. Sadish	Do.	Do.	Do.
3	K. Gokilamani	Do.	Do.	Do.
4	M. Mary Vinitha	Do.	Do.	Do.
5	A. Saravanan	Do.	Do.	Do.
6	K.G. Tharabai	Do.	Do.	Do.
7	S. Vimala	Do.	Do.	Do.
8	G. Rajan	Do.	Do.	Do.
9	S. Mohan	Do.	Do.	Do.
10	R. Vaidehi	Do.	Do.	Do.
11	K. Raja	Do.	Do.	Do.
12	G. Gopalakrishnan	Do.	Do.	Do.
13	R. Thirumalai	Do.	Do.	Do.
14	G. Marimuthu	Do.	Do.	Do.
15	M.K. Anbalagan	Do.	Do.	Do.
16	S. Sivaram	Do.	Do.	Do.

High Court, Madras,
17th June 2014.P. KALAIYARASAN,
*Registrar-General.***Erratum to Notification**

(R.o.c.No.13585/2013/B6)

The following Erratum is issue of to Lr. Roc. No. 13585/2013-B6, dated 19th November 2013 published in *Tamil Nadu Government Gazette* (Issue No. 47), dated 4th December 2013, Notification No. VI(1)/447/2013at page No. 400-401.

Erratum.

In the High Court's Notification No. 215/2013, dated 19-11-2013, the entries made against column No. IV be read as "180 days on part time basis"

High Court, Madras,
17th June 2014.P. KALAIYARASAN,
Registrar-General.

OFFICIAL ADVERTISEMENTS

Tender cum Auction Sale Notification for Sale of the Stocks of Sandalwood available with the Tamil Nadu Forest Department

(C.No. 4481/14A1)

No.VI(1)/239/2014

Sealed Tenders are invited from the registered sandalwood contractors of Tirupattur Division for the purchase of Sandalwood from the Government Sandalwood Sale Depot at Tirupattur for different classes of Sandalwood (vide Annexure) by way of Tender cum Auction sale to be conducted by the District Forest Officer, Tirupattur. Sealed Tenders will be accepted in the office of the District Forest Officer, Tirupattur up to 11.00 A.M. on 30.07.2014 and the received tenders will be opened immediately thereafter before the tenderers who are present, by the District Forest Officer, Tirupattur at Government Sandalwood Depot, Tirupattur, Tamilnadu. The auction sale will be held at 11.30 A.M. on 30.07.2014 by the District Forest Officer, Tirupattur at the same venue. If the date of tender cum auction happens to be a holiday, the tender cum auction sale shall be held on the next working day at the appointed time and place. Only persons who have submitted sealed tender with required documents as prescribed in condition No. 9 on or before the due date and time will be allowed to participate in the auction sale. If on account of unavoidable circumstances, the auction could not be conducted on the date fixed, another date will be given for conducting the auction. On account of such delayed auction sale, Tamilnadu Forest Department will not be responsible for payment of any interest on the E.M.D. enclosed along with the tender schedule and no such claim will be entertained by the Tamilnadu Forest Department.

If no tender is received for any particular lot, that lot will be withdrawn from the auction.

Details of Sandalwood put up for tender cum auction sale is appended in the Annexure to this notice. This tender cum auction sale is governed by the following conditions and the provisions of Tamilnadu Transparency of Tenders Act, 1998 and Tamilnadu Tender Transparency rules 2000.

1. Tender form, its cost and availability:

- (a) Tender schedule can be obtained from the Office of the District Forest Officer, Tirupattur Division, Tirupattur during office hours from 23.07.2014 to 29.07.2014 upto 17.30 hours (i.e. 05.30 p.m.) 1. On payment of Rs. 9000/- (Rs. Nine thousand only) for each tender Schedule Plus VAT @ 14.50% for Tender value upto and including 50.00 lakhs, 2. On payment of Rs. 15000/- (Rs. Fifteen thousand only) plus VAT @14.50% for tender value above Rs. 50.00 lakhs for each tender schedule. The payment may be made through Demand Draft drawn on any nationalized bank in favour of DISTRICT FOREST OFFICER, TIRUPATTUR DIVISION payable at TIRUPATTUR or on payment by cash on any working day during office hours of the above said days.
- (b) The tender Schedule Conditions can also be downloaded from the website at www.forests.tn.nic.in and also from the tenders portal of Government of Tamilnadu at www.tenders.tn.gov.in and used for submission. The tender schedule downloaded from the website must be accompanied with the prescribed tender schedule cost plus VAT @14.50% as mentioned in clause (a).
- (c) One tender schedule can be used for offering rates of more than one lot.
- (d) Only intending Tenderer cum bidders who have registered their names with the District Forest Officer, Tirupattur division after paying the prescribed fees will be permitted to participate in the tender cum auction sale.
- (e) The cost of Tender schedule and VAT are not refundable under any circumstances.

2. Inspection of Sandalwood lots by purchasers:

The intending tenderer cum bidders is advised to inspect personally, the Sandalwood Lots available in the Government Sandalwood Sale Depot, Tirupattur on any working day from 23.07.2014 to 29.07.2014 between 11.00 A.M and 05.00 P.M., before submitting the tender forms and satisfy themselves.

3. Presentation of more than one tender form:

Only one tender should ordinarily be submitted by a person or a party for any particular lot. However, in case, two or more tenders with different amounts are presented for any particular lot by one and the same person / party, the tender with the highest amount shall only be considered.

4. Signing of tender form:

- (a) Each page of the tender schedule should be signed by the Tenderer cum bidder.

- (b) The person / agent signing the tender shall state in what capacity he / she or they, is / are signing the tender e.g., as Sole Proprietor of the Firm concerned or as Managing Director or Director or Secretary or Manager of a Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract as accorded in the deed of Power of Attorney or in the partnership deed. A registered copy of the "Partnership Deed" should be furnished along with the tender. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfill the condition of agreement during the currency thereof, notwithstanding the dissolution of the partnership in the meantime. In the case of Limited Company, the tender shall be signed by a person mentioned supra empowered to do so by the company. A copy of the Memorandum of Association and Articles of Association of the company and the letter empowering the person mentioned supra shall be attached to the tender. In the case of Hindu Undivided Family, the name of all the family members should be recorded on the tender form and "Karta" who can bind the family should sign the form and indicate his status below his signature.
- (c) The Person / Agent signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be in all matters pertaining to the contracts. If the person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable to be summarily rejected. The Power of Attorney shall be signed by all the partners in the case of a partnership concern, by the proprietor in the case of a proprietary concern and by the person who by his signature can bind the family.
- (d) If more than one tender is submitted by such authorized Person / Agent, the power of attorney should be enclosed to one of the tenders and fact that the power of attorney is enclosed to the said tender should be mentioned in the other tenders.
- (e) Telegraphic tenders, conditional tender, optional tenders will not be considered and they shall be summarily rejected.
- (f) No post sale or no post tender cum auction sale offer will be accepted.

5. Tender by defaulter or minor or insolvent or black listed person:

Sealed tenders submitted by a person or party, who owes due to the Forest Department or who is a minor or who is declared as an insolvent or who has been convicted by a court of law for offences involving moral turpitude or who has been blacklisted, shall be treated as invalid, and Earnest Money Deposit submitted along with such tender shall be forfeited to the Government.

6. Sale Value of Sandalwood to be tendered:

The tenderer cum bidders shall quote / offer rate per metric tonne (M.T.) of Sandalwood at which he desires to purchase the entire quantity of a particular lot. The rate per metric tonne offered should be both in figures and words. The weight of each lot is indicated in the Annexure. In case of difference between the figures and that given in words in any tender, the higher rate of the two will be taken as the tendered amount.

7. Tender form improperly filled in:

- (a) Tender schedule not properly filled in or not signed will be rejected. All corrections / additions / alterations in the tender schedule should be attested with full signature.
- (b) Each class of Sandalwood will normally be offered for sale in lots of 1 M.T or more subject to availability. The officer conducting sale may offer even smaller lots as per demand or availability. Bids will be per tonne of each class of wood. Bid amount shall be in multiple of Rs. 1000- (Rs. One Thousand only) per tonne for each class of wood.
- (c) Acceptance of the conditions of tender cum auction sale should be given in writing in the tender form.
- (d) If two or more persons in partnership attend the sale with the intention of purchasing wood jointly, only one member of the partnership will be recognized for the purpose of bidding and the deposit will be accepted in his name. No person will be allowed to bid for another unless he holds a power of attorney duly executed in his favour authorizing to bid on behalf of such other persons.

8. Payment of Earnest Money Deposit (E.M.D.) and sale amount:

- (a) An amount of Rs. 1,00,000/- (Rs. One lakh only) has to be paid as Earnest Money Deposit (E.M.D.) by Demand Draft by the intending tenderer cum bidders who desire to buy sandalwood. The amount (E.M.D.) will be retained as security for the due fulfillment of the condition No. 21.

- (b) Each intending tenderer cum bidders should pay a sum equivalent to 20% of the amount upto which he / she wishes to bid plus 0.25% towards administrative charges on the total tender sale value of sandalwood along with the E.M.D in form of separate demand drafts at the time of submission of tender.
- (c) No interest shall be payable on the Earnest Money Deposit.
- (d) The E.M.D. of unsuccessful tenderer cum bidders will be returned after the tender cum auction sale is over.
- (e) In the case of successful tenderer cum bidder, the Earnest Money Deposit amount shall be retained as Security deposit for the due fulfillment of the conditions. The E.M.D paid by successful bidder shall be adjusted in the payment of 80 percent of balance sale amount.
- (f) No interest shall be paid on the EMD so retained.
- (g) The EMD retained as security deposit in case of successful Tenderer cum bidders will be retained, as security Deposit for the due fulfillment of conditions. In case of failure to fulfill any of the conditions, the EMD will be forfeited to Government.

9. Presentation of Tenders:

Tenders complete in all respects shall be put in an envelope given along with the tender form, closed, sealed and may be presented in person or sent by **REGISTERED POST to the DISTRICT FOREST OFFICER, TIRUPATTUR DIVISION, TIRUPATTUR – 635 601, TAMIL NADU, so as to reach him / her on or before 11.00 A.M. ON 30.07.2014.** The filled tender form should be sent along with separate Demand Draft for EMD, 20% of initial amount and 0.25% towards administrative charges in the sealed cover which should be super scribed as **“Tender for the purchase of Sandalwood on 30.07.2014”**.

10. Submission of Single Tender.

Any Single tender / single bid received for any particular lot, the tender cum auction sale will summarily be rejected for the above said lot.

11. Invalid Tenders:

Conditional tenders or tenders sent by telegram or tenders sent otherwise than as laid down herein shall be treated as invalid and will not be considered.

12. Withdrawal of Tenders:

Any tenderer desires of withdrawing the tender can do so at least one hour before the time of opening of the tender cover on the following conditions: -

- (a) On opening the remaining tenders, there should be at least one valid tender complete in all respect available for consideration for that particular lot.
- (b) The Earnest Money deposited by the tenderer shall be forfeited.
- (c) Revocation of withdrawal of tender shall not be permitted.

13. Opening of Tender schedule:

Tender schedule will be opened at 11.00 A.M. on 30.07.2014 by the District Forest Officer, Tirupattur Division, Tirupattur in the presence of the tenderers / bidders, who choose to be present at the time of opening of the Tenders.

14. Conduct of 'Auction Sale':

- (a) The auction sale for the lot for which at least one valid tender complete in all respects has been received will be held at 11.30 a.m. on 30.07.2014 by the District Forest Officer, Tirupattur at the Government Sandalwood Sale Depot at Tirupattur. The sale will be knocked down in the name of highest bidder. The highest tender amount or the highest bid amount in the auction sale of a lot, whichever is higher, shall be taken as the 'highest bid' for that lot. The highest bidder is the successful tenderer cum bidder.
- (b) The Company or Corporation which proposes to bid in the auction should provide the person(s) who is/are to bid with a power of attorney to bid on behalf of the concern signed by the competent person of the Board.
- (c) The Officers conducting the sale may at his discretion prevent any person or company or corporation from participating in the tender cum auction sale without assigning any reason therefore and that decision shall be final.

15. Successful bidder in the tender cum auction sale:

Successful tenderer cum bidders shall immediately after auction sale of lot is knocked down, sign his name at the end of the bid list in the column provided for the purpose and such signature will be held as an acceptance on his / her part or his / her having purchased that particular lot of sandalwood and also having accepted the conditions of the sale notice.

16. Acceptance of Tender / Auction Sale Bid:

The Government of Tamilnadu in Environment and Forests Department / the Principal Chief Conservator of Forests, Chennai shall be the competent authority for accepting tender cum auction. The tender cum auction sale accepting authority within sixty days of the opening of tender shall accept or reject it without assigning any reason thereof. In this regard, the decision of the tender cum auction sale accepting authority is final.

17. Confirmation of Tender cum auction sale:

The tender cum auction sale is subject to confirmation by the competent authority, who reserves to himself the right to reject any bid including the highest bid without assigning any reason whatsoever.

18. Withdrawal of bid:

The successful bidder shall not withdraw his / her bid provided orders accepting his / her bid are issued within 60 days from the date of sale. If the successful bidder withdraws his/her offer, the Sandalwood will be resold at his / her risk and any loss that may be sustained by the Government on account of such resale shall be made good by the defaulter, but he / she will not be entitled to any profit that the Government may derive from such resale.

19. Presiding Officers decision to be final:

In case of any dispute that may arise in the context of opening of tenders, the decision of the District Forest Officer, Tirupattur Division, Tirupattur shall be final.

20. Withdrawal of Lots / Modification of quantity:

The District Forest Officer, Tirupattur Division, Tirupattur who is conducting the tender cum auction sale may withdraw any lot or part of the lots from the sale, without assigning any reasons. The District Forest Officer also has the right to modify the quantity put up for tender cum auction sale in modification to the quantity mentioned in the advertisement without assigning any reason therefore.

21. The successful Tender cum auction sale bidder shall pay the following amount:

- (a) The E.M.D. of Rs. 1,00,000/- (Rs. One lakh only) referred in Condition No.8 (a) above will not be included for the purpose of calculating the sum required to be deposited as per clause 8 (b) above.

Each successful Tenderer cum bidders shall pay the remaining 80% amount (i.e. the entire balance sale amount) by way of Demand Draft drawn on any Nationalized Bank in favour of the District Forest Officer, Tirupattur Division, Tirupattur Payable at Tirupattur within 45 days from the date of receipt of confirmation order or before taking delivery, whichever is earlier.

1. **Current Account Number: 620801010050066.**
2. **Bank's Name and Branch: Union Bank of India, Tirupattur Taluk., Vellore District.**
3. **Bank IFSC Code Number: UBIN0562084**

Further if successful bidder/ tenderer prefer to pay by way of RTGS, he shall send the RTGS remittance chalan copy and release payment confirmation letter received from the Bank from where he has remitted the amount, for verification in this office.

Bank Guarantee will not be accepted in lieu of cash or Demand draft.

- (b) No part payment of any installments will be accepted. Any tenderer cum bidders fail to make the necessary remittance by the due date, the money already remitted shall lapse to Government. The District Forest Officer, Tirupattur without any further reference to the Tenderer cum bidders may resell the wood in question at the risk of the Tenderer cum bidder, who shall be liable for any loss. The tenderer cum bidders shall not be eligible for any profit, which may arise on account of such resale.

22. Date of receipt of confirmation order:

- (a) Where the tenderer cum bidders fails to indicate the date of receipt of confirmation order in the respective postal acknowledgement or where no acknowledgement is received by the District Forest Officer, Tirupattur the fifth day from the date of confirmation order to the Tenderer cum bidders shall be reckoned as the date of receipt of confirmation order for calculating the period of 45 days referred to condition No.21 of the tender notice.

In the case of direct remittance by Tenderer cum bidders into any branch of the State bank of India through a chalan or demand draft in respect of any installments the following dates shall be followed for levy of any interest payable on over due installments: -

- (i) If Demand Draft is handed over to the District Forest Officer, Tirupattur in person, the date on which it was handed over.
- (ii) If the demand Draft is sent by registered post, the date on which the cover containing the Demand Draft is delivered to the Office of the District Forest Officer, Tirupattur Division, Tirupattur.

23. Delivery of wood:

- (a) The material sold will be delivered to the successful Tenderer cum bidders at the depot site after completion of all the payments and formalities mentioned in the Notification.
- (b) The sold wood shall be taken delivery by the Tenderer within 15 days from the date of final payment of tendered amount and taxes. If the wood is not taken delivery within 15 days from the date of final payment, it will be deemed that the purchaser has taken delivery of the entire quantity of wood purchased on the 15th day and the wood is kept in bailment from that day with the District Forest Officer, Tirupattur, as bailee. The bailer (purchaser) shall pay ground rent at the rate of 0.5% of total sale value per day. The bailee will not be responsible for any shortage or deterioration of quality of the wood. The maximum period of bailment is 90 days, after which the sold wood shall become the property of the Government.
- (c) The purchaser should give at least seven days notice of his intention to take delivery to the District Forest Officer, Tirupattur supported by bank remittance in token for payment. No delivery will be made on holidays.
- (d) The sale is a time bound contract and if bailer (purchaser) does not lift or taken delivery of the Sandalwood within 90 days from confirmation of sale, then contract becomes void able.

24. Delivery of wood through agents:

- (a) The purchaser when deputing their agents to take delivery of stock must furnish each agent with a power of attorney duly signed and stamped and bearing the signature of the persons deputed. A copy of the power of attorney must also be sent to the District Forest Officer by post with four specimen signatures of the agent duly attested. Failing this, delivery may be refused pending verification in which case the delay will count against the purchaser.
- (b) In case of a firm consisting more than one partner or director, the power of attorney so furnished should be signed by all the partners or directors of that firm.

25. Conversion of delivered wood at depot site not allowed:

No further cleaning or classification of sandalwood will be undertaken by the Forest department nor will Purchasers be allowed to clean any wood previous to weighment. The classification, cleaning and weighment as determined by the Forest department must be accepted.

26. Transport of wood to be done under proper permit:

The Tenderer cum bidders in whose name the sale is effected shall transport the material under the cover of a Transit permit to be issued by the competent authority of Forest Department to the destination approved by the concerned District Forest Officer in terms of Timber Transit and other relevant Rules in force.

27. Deemed acceptance of terms and conditions:

The fact that Tenderer cum bidders is submitting tender amounts to deemed un reserved acceptance of the terms and conditions of Tender cum auction sale.

28. Taxes to be paid:

- (a) VAT and other taxes:

- (i) Value Added Tax (previously Sales Tax) @ 14.5% or at the rates in force on that date and other taxes if any, levied by the Government, shall be paid by the tenderer cum bidders as per provisions of the VAT Act 2005 and Rules made there under and other concerned provisions of law, along with the payment of final installment of the balance tender sale amount.
 - (ii) The tenderer cum bidders shall get orders from the Commercial Tax Officer, Tirupattur and pay the value added tax, as ordered by the Commercial Tax Officer, Tirupattur. The tenderer cum bidders shall produce exemption certificate obtained from the Commercial Tax Officer Tirupattur, if the Tenderer cum bidders claims any exemption of payment of taxes. In case of non-production of such exemption letter, Tenderer cum bidders must pay full tax amount. The Tenderer cum bidders shall resolve any dispute / litigation with regard to VAT or any Tax, only with the Commercial Tax Department and the Forest Department will not be a party to it.
- (b) Income-Tax:
- (i) Income-Tax shall be paid by the Purchaser, as per the provisions of the Income Tax Act 1961 and Rules made there under along with the balance 80% of the tender amount.
 - (ii) The Tenderer cum bidders should mention the Permanent Account Number (PAN) issued by the Income-Tax Department. If not allotted, they should specify whether he / she has applied for the PAN, and if so, a copy of the Acknowledgement given by the Income Tax Department should be enclosed.

29. Deemed cancellation of tender cum auction sale:

In the event of failure to fulfill any of the conditions prescribed in Condition No.8, 21 and 28 above, the tender auction cum sale shall be deemed to have been cancelled and the entire amount paid by the successful Tenderer cum bidders of concerned Lot or Lots, shall stand forfeited by the District Forest Officer, Tirupattur Division, Tirupattur to the Government.

30. Collection of delivery charges:

The purchaser shall bear the cost of taking delivery of sandalwood as applicable from time to time. The depot contractor or the Ranger as the case may be will supply the required labour for taking delivery of the wood. No other person will be allowed to enter the depot premises; Delivery charges per tonne will be fixed by the District Forest Officer, Tirupattur and will be announced at the time of sale. Delivery charges will be valid for a financial year and the District Forest Officer; Tirupattur may revise them every year.

31. Collection of packing charges:

Packing charges per tonne will be fixed by the District Forest Officer and will be announced at the time of tender cum auction sale. The packing charges will be borne by the purchasers. Packing charges will be valid for a financial year and the District Forest Officer, Tirupattur may revise them every year. The purchaser should provide required number of specific size gunny bags for the packing of sandalwood at his cost.

32. Collection of Administrative charges:

The purchaser shall also pay administrative charges at 0.25 percent on the total tendered value of sandalwood in one lump sum at the time of submission of tender, as per condition 8(b) supra.

33. Tenderers cum bidders are responsible to receive all communication:

All tenderers cum bidders of tender cum auction sale shall, at the time of submitting tenders, furnish their specific postal address with Pin code No, Fax No, Telephone No. and E-Mail ID to which all communication can be sent. They should also enclose a copy of the Photo Identity Card issued by the Election Commission of India/ PAN Card/ Family Ration Card/ Passport. The Department will not be responsible for the consequences, if any, if communication sent to the address given in the tender does not reach the tenderer cum bidders or is returned un-served. The responsibility to receive promptly, all communications intended to any tenderer cum bidders rests fully on the tenderer cum bidders Himself / Herself.

34. Disqualification of tenders:

Canvassing of any type by or for the tenderer cum bidders will result in invalidation of the tender and disqualification of the tenderer cum bidders from participation in the sale for a period of one year besides initiating criminal action.

35. Provisions of Forest Acts:

The Tenderer cum bidders shall at all times, be bound by the provisions of the Tamilnadu Forest Act,1882, Sandalwood possession rules, Sandalwood transit rules and other relevant Acts and Rules in dealing with the sandalwood purchased

through this tender cum bid.

36. Provisions of Sale of Goods Act, 1930 apply:

The provisions of Sale of Goods Act, 1930 as amended from time to time, shall apply to this tender on confirmation and the tenderer cum bidders of tender cum auction sale shall abide by the provisions of the said Act. This sale is a local sale.

37. The person / firm in whose name the tender cum auction sale is confirmed is forbidden to resell the wood in turn or to make negotiations with any other person / firm for such a sale till all dues are paid to Government and wood taken delivery of and removed from the sandalwood depot premises.

38. Courts having jurisdiction:

Only the Competent Court, at Tirupattur and District court of Vellore District of Tamilnadu will have the jurisdiction over all matters of dispute that may arise out of the aforesaid tender cum auction sale and no such matter shall be initiated in the courts of any other place.

39. Cancellation / postponement of tender cum auction sale:

It shall be open to the tender cum auction sale inviting Authority to cancel or postpone the invitation at any time before the date of acceptance of tender cum auction sale bid. If on account of unavoidable circumstances, the auction could not be conducted, another date will be given for conducting the auction. Such date will be informed well in advance. On account of such delayed auction, the Government will not be responsible for the payment of any interest on the EMD and any loss to the Tenderer cum bidder.

40. Any other conditions.

Any supplementary condition that may be found necessary will be added / deleted and read out at the time of tender cum auction sale by the District Forest Officer conducting the sale.

Further particulars can be had on application to the District Forest Officer, Tirupattur Division, Tirupattur, Vellore District, Tamilnadu.

41. Grading or classification of sandalwood:

The grading or classification of sandalwood offered in the tender is given in the Annexure.

Any supplementary conditions that may be found necessary will be added and read out at the time of auction.

Further particulars can be had on application to the District Forest Officer, Tirupattur Division, Tirupattur, Tamil Nadu State.

Date : 19.06.2014
Place : Tirupattur.

DINKAR KUMAR,
District Forest Officer,
Tirupattur Division.

CERTIFICATE

I / We certify that the above conditions have been read and understood by me / we and I / we abide by all conditions.

Date :
Place

Signature of the Tenderer cum bidder
:

ANNEXURE

LIST OF LOTS OF SANDALWOOD PUT UP FOR TENDER CUM AUCTION SALE ON 30.07.2014

Sl. No	Location	Class	Name of class	Room No	Lot No	Approximate Quantity (in M. T)			
1	Government Sandalwood sales Depot, Tirupattur	VIII	Roots IIInd Class	31 A	1	1.000			
2		IX	Roots IIIrd Class	31 A	2	2.000			
3					3	2.000			
4					4	1.000			
5		XI	Jajpokal IIInd class	31 A	5	1.000			
6					6	1.000			
7					7	1.000			
8		XII	Ainbagar	31 A	8	1.000			
9					9	1.000			
10					10	1.000			
11		XIII	Cheria	31 A	11	2.000			
12					12	2.000			
13					13	2.000			
14					14	2.000			
15					XVI	Milvachilta	31 A	15	2.000
16								16	2.000
17								17	2.000
18								18	2.000
19								19	2.000
20								XVII	Basolabukni
21		21	2.000						
22		22	2.000						
23		23	2.000						
24		24	2.000						
25		25	2.000						
26		26	2.000						
27		27	2.000						
28		28	2.000						
29		29	2.000						
Total						50.000			

Tirupattur, Vellore,
19th June 2014.

DINKAR KUMAR,
District Forest Officer,
Tirupattur Division.

JUDICIAL NOTIFICATIONS

DECLARATION OF DIVIDEND

[F.I.No. 1/2014-(Misc.)D]

No.VI(1)/240/2014.

A pro-rata dividend will be declared in the following insolvency estates after the expiry of one month from this date of publication. All Creditors who have not so far proved their claims have to file their claims within one month from the date of publication or else they will be excluded from their dividend.

<i>. Sl. No.</i>	<i>Insolvency Petition No. (1)</i>	<i>Name of the Insolvent. (2) (3)</i>
1.	149/1998	V. Sekaran
2.	74/1999	V. Sridharan
3.	158/2003	1. S. Chandrasekar 2. C. Lalitha
4.	173/2003	S.S. Selvarajoo
5.	73/2005	1. V.R. Palani 2. V.R. Babu 3. V.R. Shanmugakumar
6.	45/2006	A. Loganathan
7.	10/2007	P. Ranganathan
8.	112/2009	G. Kasthurirangan
9.	15/2010	S. Senthil Arumugam
10.	24/2012	S. Santhanam

High Court, Madras-600 104,
26th June 2014.

V. NALLASENAPATHY,
Official Assignee.