IN THE HIGH COURT OF DELHI AT NEW DELHI (ORIGINAL JURIDICTION)

C.P. NO. 265/1998

IN THE MATTER OF COMPANIES ACT, 1956 AND

IN THE MATTER OF M/S JVG FINANCE LTD. (IN LIQN.)

E-AUCTION COMPOSITE SALE NOTICE

Tenders/bids are invited for E-auction of the following assets and properties of the company (In Liqn) on "As is Where is whatever there is basis" from the prospective buyers. The details of Reserve Price and EMD are as under:

	Tehsil Manesar, Haryana								
S. No.	Case no.	Village	Name of the Co.	Killa No. with (K- M)	Total Area				
					Kanal	Marla	In Acre	Fair Market Value (In Lakhs)	Earnest Money (In Lakhs)
1.	27/Te h	Sidhrawali	JVG Foods Ltd. JVG Finance Ltd.	Khewat /Khata no. 412, Killa No. with (K-M) 62//20/2/1 (1-5)	1	5	0.16	12.5	1.25
2.	35/Te h	Sidhrawali	JVG Leasing Ltd. JVG Housing Finance Ltd. JVG Finance Ltd. JVG Foods Ltd.	Khewat /Khata no. 409, Killa No. with (K-M) 63//19 (8-0), 22/2 (3-4), 23/2 (7-9)	18	13	2.33	186.5	18.65
3.	39/Te h	Sidhrawali	JVG Finance Ltd.	Khewat /Khata no. 114, Killa No. with (K-M) 61//1/1 (6-2)	6	2	0.76	61	6.1
4.	40/Te h	Sidhrawali	JVG Hotels Ltd.	Khewat /Khata no. 128, Killa No. with (K-M) 47//16/1 (4- 17)	4	17	0.61	48.5	4.85
5.	32/Te h	Sidhrawali	JVG Finance Ltd.	Khewat /Khata no. 174, Killa No. with (K-M) 86//1/2/2/1 (6-0) 2/1 (4-7)	10	7	1.29	103.5	10.35
6.	33/Te h	Sidhrawali	JVG Foods Ltd. JVG Finance Ltd.	Khewat /Khata no. 416, Killa No. with (K-M) 62//20/1/1 (2-5)	2	5	0.28	22.5	2.25
7.	26/Te h	Sidhrawali	JVG Foods Ltd. JVG Leasing Ltd.	Khewat /Khata no. 348, Killa No. with (K-M) 99//9/2 (5-4), 11 (8-0), 12(8-0), 19/1 (1-2)	22	6	2.79	223	22.3
8.	38/Te h	Sidhrawali	JVG Foods Ltd.	Khewat /Khata no. 410, Killa No. with (K-M) 63//20/1 (3- 0)	3	0	0.38	30	3
9.	29/Te h	Sidhrawali	JVG Hotels Ltd. JVG Leasing Ltd. JVG Finance Ltd. JVG Housing Finance Ltd. JVG Farms Fresh Ltd.	Khewat /Khata no. 457, Killa No. with (K-M) 100//24/2 (7- 3), 108/3 (10-7), 4 (10-10)	28	0	3.5	280	28

			JVG Steels (I) Ltd.	[
10.	28/Te h	Sidhrawali	JVG Foods Ltd. JVG Farms Fresh Ltd. JVG Housing Finance Ltd. JVG Finance Ltd.	Khewat /Khata no. 133, Killa No. with (K-M) 85//10/3 (1- 7), 81//16/1 (0-4), 17 (8-0), 24 (8-0), 85//1 (8-0), 10/1 (0- 9)	25	20	3.25	260	26
11.	36/Te h	Sidhrawali	JVG Finance Ltd. JVG Housing Finance Ltd. JVG Farms Fresh Ltd. JVG Hotels Ltd. JVG Leasing Ltd.	Khewat /Khata no. 214, Killa No. with (K-M) 102//14/1 (7- 11), 15/1 (7-11), 16/1(1-11), 103//8 (8-0), 9 (8-0), 10 (8-0), 11/1(7-11), 12/1 (3-15), 19 (8- 0), 20 (8-0)	67	19	8.49	679.5	67.95
12.	78/Te h	Sidhrawali	JVG Steels (I) Ltd.	Khewat/Khata no. 386, Killa No. 100//1/1 (4-2)	4	2	0.51	41	4.1
13.	53/Te h	Dinokari	JVG Departmental Stores Ltd.	Khewat /Khata no. 6, Killa No. with (Bigha-Biswas- Biswanasi) 714/1 (0-19), 715/1 (0-19), 716/1 (0-7-10), 717 (1-0), 718 (1-0), 760 (0-6)	23	3	2.89	190.99	19.09
14.	56/Te h	Dinokari	JVG Leasing Ltd. JVG Hotels Ltd. JVG Finance Ltd. JVG Farms Fresh Ltd.	Khewat /Khata no. 39, Killa No. with (Bigha-Biswas- Biswanasi) 869/1/1 (0-0-6), 66/1 (0-0-1)	1	4.5	0.15	10.11	1.01
15.	57/ Te h	Dinokari	JVG Steels (I) Ltd. JVG Departmental Stores Ltd.	Khewat /Khata no. 30, Killa No. with (Bigha-Biswas- Biswanasi) 693/1 (0-19-0), 694/1/1 (0-12-19)	8	0	1	66	6.6
					222	103.5	28.39	2215.1	221.51

- 1. Inspection of the above assets/ properties will be held on 16th and 17th February, 2021 between 11:00 A.M to 4.00 P.M.
- 2. At the time of taking inspection of the aforesaid lands of the company (In Liqn), all the interested buyers are requested to follow the advisory issued by the District Administration of the area in respect of spread of COVID-19 in the interest of their own wellbeing and in public interest.
- 3. The e-auction will be conducted through the website https://olauction.enivida.com on 25th February, 2021 between 11.00 A.M to 4.00 P.M. with auto time extension of 10 minutes each time if the bid is made in the Last 10 minutes before the close of e-auction.
- The bidders/tenderers should submit their online offer through the website <u>https://olauction.enivida.com</u>.

5. The tenderers should collect the detail information, terms & condition through the website <u>https://olauction.enivida.com</u> and may also take help from the below contacts:-

Naveet Mishra 9355030630, Amrendra Kumar 8448288980 & Anand Kumar 9355030602

- 6. The EMD amount (interest free) should be deposited through the modes available on the portal. The last date of request and participation in e Auction and online submission of EMD is 24th February, 2021.
- 7. This sale is subject to confirmation by the Hon'ble High Court of Delhi.

DATE: 03/02/2021 PLACE: NEW DELHI

الإن D.K. SINGH OFFICIAL LIQUIDATOR HIGH COURT OF DELHI

TERMS & CONDITIONS OF SALE ON 'AS IS WHERE IS WHATEVER THERE IS BASIS'

IN THE MATTER OF M/s JVG FINANCE LTD. (IN LIQN)

COMPANY PETITION NO.265/1998

	P	reliminary:
	ti b a	he Hon'ble High Court of Delhi has permitted the Official Liquidator to sell ne Scheduled property/ies by inviting competitive bids through e-Auction to e conducted by selling agent namely M/s Railtel Corporation of India limited Miniratna Central Government(PSU) under Ministry of Railway, GOI, on ebsite: <u>https://olauction.enivida.com</u>
	2 D	efinitions and Abbreviations:
	th	nless the context otherwise requires under the "Terms and Conditions of e e- auction Sale" the following words wherever appear means:
	2.	1 "Scheduled Property" means property described in the Sale Notice/Schedule-1.
	2.:	2 "Bidder(s)"/ "Purchaser(s)" means any person being an Individual or Proprietor or Partnership firm or LLP or company and who is paying the Earnest Money Deposit ("EMD") and getting registered with eNivida. Bidder(s)/Purchaser(s) while being used interchangeably, shall be deemed to mean and include his/her/ their/its legal heirs, legal representatives, successors in interest and permitted assignee, as the case may be.
	2.3	
	2.4	"High Court" means the "Hon'ble High Court of Delhi".
	2.5	"RCIL-eNivida" means "Railtel Corporation of India Limited" and further means "Service Provider/ Selling Agent".
	2.6	"Sale Notice" means the Auction Sale Notice published in the News Papers and shall also include other information i.e., "Terms and Conditions of Sale" governing the e-auction sale, Know Your Customers (KYC) documents, required particulars for Online Registration of Bidders, and all other information and document hosted on webpage: <u>https://olauction.enivida.com</u> for guidance of the Bidders.
	2.7	"Seller" means the Official Liquidator attached to the Hon'ble High Court of Delhi.
	2.8	"The person(s)" means and includes legal person" interested in submitting quotations/offers.
3	Insp	ection of Property
	Pros the s	pective Bidders may carry out inspection of the scheduled property/ies on cheduled dates and time only as given in the sale notice.
4	Buye	r beware

	4.2	 Bidders are advised to ascertain on their own all information about the nature of right and title, survey/Municipal/Corporation/Industrial plot Nos. and respective maps, extent/area of Land, boundaries, statutory sanctions or approval and all other dues 'statutory/other' with respect to immovable property prior to submission of bid in the e-Auction. No dispute in this regard will be entertained by the Seller/Selling Agent after submission of bids. The Bidder will not raise any dispute regarding the terms and conditions of the e-auction or about the particulars of the scheduled property or contest the same once he has been declared as the successful Bidder. Any "Bid" made shall be deemed to have been submitted after complete satisfaction of the title, status, condition, quantity and quality etc., of the scheduled property/ies. Conditional offers/bids shall not be accepted. Amendment to the offers/bids shall not be permitted after the closure of e-auction. The rule of caveat emptor is applicable.
5	Earn	est Money Deposit (EMD)/Pre-Bid EMD
	5.1	The Earnest Money Deposit (EMD)/Pre-Bid EMD needs to be paid by the participating bidders through <u>ePayment Gateway</u> , and no other payment mode will be entertained.
		Only the registered customers who will submit the online EMD within the aforesaid period will be able to participate against the above mentioned lot/s in this e-auction. The EMD of the successful bidders will be transfered to the Official Liquidator <u>electronically through payment Gateway</u> . The entire PRE BID EMD of the successful bidders will be forfeited automatically if the highest bidder fails to pay the required Post-Bid Payment for the lot awarded to them. The PRE BID EMD of the unsuccessful parties will be refunded. No interest is payable on the Pre-Bid EMD/EMD.
	5.2	Bidder/s who do not submit the online pre-bid EMD would not be eligible
6	Subar	to participate in e-Auction. ission of Offers
0	6.1	
	0.1	The person(s) interested in submitting quotations/offers shall submit the offers online through e-auction website: <u>https://olauction.enivida.com</u> The offer/bid submitted in other mode shall not be entertained.
	6.2	Bidders are required to complete the registration formalities with eNivida before payment of the interest free EMD/pre-bid amount on or before one day prior to scheduled date and time as prescribed in Schedule 2.
		The prospective bidders should comply with KYC norms. All financial transaction towards e-auction sale of scheduled property must be made only through the bank account (registered with Office of the Official Liquidator, Delhi) in respect of which the cancelled cheque has been given by the authorized and identified Bidder.
1	1	

7.1	e-Auction Result/Status: Status of bids must be personally seen by the Bidders online through the "Completed Auction" immediately after closing
	of e-Auction. Highest Bid is subject to approval of Hon'ble High Court and thereby securing the status of highest bidder confers no right so as to demand the automatic confirmation of sale in favour of highest bidder.
7.2	Email Address of Bidders must always be kept valid, failing which Bidders will be liable for non-compliance of payment or any other instruction required to be issued by eNivida to them via email.
7.3	The Sale will be governed by the Material List i.e. guidelines for online registration of intending bidders and all other information/ documents hosted on webpage for guidance of intending bidders and pertaining to the e-auction sale & "Terms & Conditions" (hereafter referred as TC for brevity) displayed on the "Published Auctions". The Material List & TC displayed under "Published Auctions-View Auctions Document" on eNivida e-Auction Website are tentative and subject to change at Seller's /eNivida sole discretion before the start of e-Auction. Bidders should therefore download the Material List and TC displayed only under "View Auctions Document" for their record purpose, if required. Participation in the e-Auction will be deemed to imply that the Bidders have made themselves thoroughly aware of and accepted the TC, and Material List. Seller / eNivida shall have the right to issue addendum to the TC or Material List to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original TC. In this regard, the prospective bidders are advised to keep a close watch on the eNivida website to take notice of such addendum/s if any.
7.4	During Live Auction, only brief Lot details will be shown under "Live Auctions" Tab where Bidders are required to bid under "My Bid ". The detailed "Lot Description" can be seen by the Bidders by clicking on the "View Auctions" and it shall be the responsibility of the Bidders to see the "Lot Description" before bidding and no representation/complaint from the Bidders in this regard will be entertained by eNivida/Seller.
7.5	It will be the Bidder's responsibility to personally see the result of e- Auction by seeing and downloading the "Complete Auction" from the Website immediately after Closure of e-Auction which will be displayed after login from the date of Closure of e-Auction (excluding the date of closure of e-Auction). After completion of e-auction seller Intimation Letter (LOI) will be issued by eNivida system to the Highest Bidder once the highest bid or any other bid is accepted by the Hon'ble High Court. Bidders must therefore keep a watch on their User ID.
	The Bidders shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by SELLER/eNivida in this regard. Bidders must be careful to check the Bid Amount/No. of '0'/No. of Digits, etc., and if required, rectify their bid before submitting the Bid into the live e-Auction floor by clicking the 'Submit Bid' Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for the Lot, this will be displayed by way of a WARNING MESSAGE on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals.
8 Accept	cance of the highest (H-1) bid

9.1	before the Hon'ble High Court soon after conclusion of e-auction for approval of sale in favour of highest Bidder. The Hon'ble Court may approve the highest bid considering the adequacy of price in light of the valuation report, and other relevant facts as may be deemed fit and proper by the Court. The sale shall stand confirmed only after payment of the entire bid amount as approved by the Court and Goods and Service Tax (GST) as may be applicable over and above the bid amount. Upon approval of highest bid, the highest Bidder will be informed about the same by eNivida via <u>online system</u> .
9 Fort 9.1 9.2	favour.The Official Liquidator shall submit a report along with the e-auction result before the Hon'ble High Court soon after conclusion of e-auction for approval of sale in favour of highest Bidder. The Hon'ble Court may approve the highest bid considering the adequacy of price in light of the valuation report, and other relevant facts as may be deemed fit and proper by the Court. The sale shall stand confirmed only after payment of the entire bid amount as approved by the Court and Goods and Service Tax (GST) as may be applicable over and above the bid amount. Upon approval of highest bid, the highest Bidder will be informed about the same by eNivida via online system.Once the bid is accepted by the Hon'ble High Court, eNivida will transfer the amount of EMD to the account of the Official Liquidator, Delhi by demand draft/pay order in favour of "Official Liquidator, Delhi" payable at New Delhi forthwith.25% of the bid amount to be deposited with the OL Delhi by the successful bidder within 7 days from the date of acceptance of H1 bid failing which the Pre-Bid EMD/EMD shall be forfeited by the Seller. The buyer may adjust the Pre-Bid EMD/EMD with the Security deposit (SD).The entire due balance payment will have to be paid by the successful Bidder to the Official Liquidator, Delhi within 60 days of acceptance of H1 bid.The seller reserves the right to forfeit any amount/money lying with eNivida/Seller from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount/money maybe lying with Seller/eNivida and payable to the said party against any other contract/transaction.The successful Bidder shall pay full and final bid amount and yoth GST as
9 Fort 9.1 9.2	 The Official Liquidator shall submit a report along with the e-auction result before the Hon'ble High Court soon after conclusion of e-auction for approval of sale in favour of highest Bidder. The Hon'ble Court may approve the highest bid considering the adequacy of price in light of the valuation report, and other relevant facts as may be deemed fit and proper by the Court. The sale shall stand confirmed only after payment of the entire bid amount as approved by the Court and Goods and Service Tax (GST) as may be applicable over and above the bid amount. Upon approval of highest bid, the highest Bidder will be informed about the same by eNivida via <u>online system</u>. Once the bid is accepted by the Hon'ble High Court, eNivida will transfer the amount of EMD to the account of the Official Liquidator, Delhi by demand draft/pay order in favour of "Official Liquidator, Delhi" payable at New Delhi forthwith. 25% of the bid amount to be deposited with the OL Delhi by the successful bidder within 7 days from the date of acceptance of H1 bid failing which the Pre-Bid EMD/EMD shall be forfeited by the Seller. The buyer may adjust the Pre-Bid EMD/EMD shall be forfeited to assign their right to buy the scheduled property to any third party or nominate any third party, once they are declared to be the successful Bidder. In other words, the Sale will be made only to the successful Bidder and not to any third party. eiture of EMD, etc. The Seller reserves the right to forfeit any amount/money lying with eNivida/Seller from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount/money maybe lying with Seller/eNIvida and payable to the said party against any other contract/transaction. The successful Bidder shall pay full and final bid amount along with GST as
8.3 8.3 8.4 8.4 8.5 8.6 9 For 9.1 9.1	 before the Hon'ble High Court soon after conclusion of e-auction for approval of sale in favour of highest Bidder. The Hon'ble Court may approve the highest bid considering the adequacy of price in light of the valuation report, and other relevant facts as may be deemed fit and proper by the Court. The sale shall stand confirmed only after payment of the entire bid amount as approved by the Court and Goods and Service Tax (GST) as may be applicable over and above the bid amount. Upon approval of highest bid, the highest Bidder will be informed about the same by eNivida via <u>online system.</u> Once the bid is accepted by the Hon'ble High Court, eNivida will transfer the amount of EMD to the account of the Official Liquidator, Delhi by demand draft/pay order in favour of "Official Liquidator, Delhi" payable at New Delhi forthwith. 25% of the bid amount to be deposited with the OL Delhi by the successful bidder within 7 days from the date of acceptance of H1 bid failing which the Pre-Bid EMD/EMD with the Security deposit (SD). The entire due balance payment will have to be paid by the successful Bidder to the Official Liquidator, Delhi within 60 days of acceptance of H1 bid. The highest Bidder will not be entitled to assign their right to buy the scheduled property to any third party or nominate any third party, once they are declared to be the successful Bidder and not to any third party. eiture of EMD, etc. The Seller reserves the right to forfeit any amount/money lying with eNivida/Seller from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount/money maybe lying with Seller/eNivida and payable to the said party against any other contract/transaction. The successful Bidder shall pay full and final bid amount along with GST as
9 Fort 9.1 9.2	 demand draft/pay order in favour of "Official Liquidator, Delhi" payable at New Delhi forthwith. 25% of the bid amount to be deposited with the OL Delhi by the successful bidder within 7 days from the date of acceptance of H1 bid failing which the Pre-Bid EMD/EMD shall be forfeited by the Seller. The buyer may adjust the Pre-Bid EMD/EMD with the Security deposit (SD). The entire due balance payment will have to be paid by the successful Bidder to the Official Liquidator, Delhi within 60 days of acceptance of H1 bid. The highest Bidder will not be entitled to assign their right to buy the scheduled property to any third party or nominate any third party, once they are declared to be the successful Bidder. In other words, the Sale will be made only to the successful Bidder and not to any third party. eiture of EMD, etc. The Seller reserves the right to forfeit any amount/money lying with eNIvida/Seller from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount/money maybe lying with Seller/eNIvida and payable to the said party against any other contract/transaction. The successful Bidder shall pay full and final bid amount along with GST as
9 Fort 9.1 9.2	 bidder within 7 days from the date of acceptance of H1 bid failing which the Pre-Bid EMD/EMD shall be forfeited by the Seller. The buyer may adjust the Pre-Bid EMD/EMD with the Security deposit (SD). The entire due balance payment will have to be paid by the successful Bidder to the Official Liquidator, Delhi within 60 days of acceptance of H1 bid. The highest Bidder will not be entitled to assign their right to buy the scheduled property to any third party or nominate any third party, once they are declared to be the successful Bidder. In other words, the Sale will be made only to the successful Bidder and not to any third party. eiture of EMD, etc. The Seller reserves the right to forfeit any amount/money lying with eNIvida/Seller from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount/money maybe lying with Seller/eNIvida and payable to the said party against any other contract/transaction. The successful Bidder shall pay full and final bid amount along with GST as
9 Fort 9.1 9.2	 The entire due balance payment will have to be paid by the successful Bidder to the Official Liquidator, Delhi within 60 days of acceptance of H1 bid. The highest Bidder will not be entitled to assign their right to buy the scheduled property to any third party or nominate any third party, once they are declared to be the successful Bidder. In other words, the Sale will be made only to the successful Bidder and not to any third party. eiture of EMD, etc. The Seller reserves the right to forfeit any amount/money lying with eNIvida/Seller from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount/money may be lying with Seller/eNIvida and payable to the said party against any other contract/transaction. The successful Bidder shall pay full and final bid amount along with GST as
9 Fort 9.1 9.2	scheduled property to any third party or nominate any third party, once they are declared to be the successful Bidder. In other words, the Sale will be made only to the successful Bidder and not to any third party.eiture of EMD, etc.The Seller reserves the right to forfeit any amount/money lying with eNlvida/Seller from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount/money maybe lying with Seller/eNlvida and payable to the said party against any other contract/transaction.The successful Bidder shall pay full and final bid amount along with GST as
9.1	eiture of EMD, etc. The Seller reserves the right to forfeit any amount/money lying with eNIvida/Seller from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount/money maybe lying with Seller/eNIvida and payable to the said party against any other contract/transaction. The successful Bidder shall pay full and final bid amount along with GST as
9.2	 eNlvida/Seller from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount/money maybe lying with Seller/eNlvida and payable to the said party against any other contract/transaction. The successful Bidder shall pay full and final bid amount along with GST as
10 Deliv	which the EMD amount remitted will stand forfeited and will be credited to the Account of the Official Liquidator, Delhi by eNivida-Railtel.
	very of Possession & Confirmation of Sale
10.1	The possession of the property/ies shall be handed over to the successful purchaser/Bidder vide " Possession Memo " upon payment of full and final sale consideration
10.2	The scheduled property shall remain in every respect at the entire risk of the BUYER from the date of issue of "Possession Memo" by the SELLER.
10.3	Delivery of the scheduled property/ies as covered in this e-auction will be made on "As is Where is Whatever There is" basis.
10.4	The sale deed will be done in favour of the purchaser after the sale is confirmed by the Hon'ble High Court in favour of the successful auction purchaser
11 Subn	hission of draft Sale Deed for approval

	11.1	The purchaser/s of immovable property/ies shall submit a draft of Sale Deed to the Official Liquidator for execution with authentic boundary, survey No. / Corporation No., Survey map and all other relevant information for proper identification of the sold property within a maximum period of 4 months from the date of handing over of the possession of the property to the purchaser.
	11.2	It shall be the absolute responsibility of the respective purchaser to furnish the authentic boundary, survey No./Corporation No., Survey map and all other relevant information for proper identification of the sold property. The sale deed/s shall be executed at the risk and cost of the purchasers. 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.
12	GST,	etc.
	12.1	Successful Bidder/purchaser shall pay GST as may be applicable, over and above the approved bid amount.
13	Gene	ral
	13.1	The sale will be subject to further modification/alteration of terms and conditions of sale as the Hon'ble High Court may deem fit and proper.
	13.2	The Hon'ble High Court reserves the 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 High Court only after the entire sale consideration has been deposited by the successful tenderers.
	13.3	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.
	13.4	The instant Sale Notice shall stand as public notice and notice to secured creditor/s, petitioner/s, contributories and any other stakeholder in the company. Any kind of objection with respect to subject matter of sale must be brought to the notice of the Hon'ble Court before acceptance of bid. No objection of any kind shall be entertained thereafter.
	13.5	The information in respect of the scheduled property have been stated to the best of the knowledge from the available records. The Seller/eNivida, however, shall not be responsible for any error, misstatement or omission in the said particulars. The Bidders are, therefore, requested to verify the same, in their own individual interests before submitting the Bids.

\$~6 (company)

* IN THE HIGH COURT OF DELHI AT NEW DELHI CO.APPL.67/2021 in

+ CO.PET. 265/1998

M/S JVG FINANCE LTE. (IN LIQN.) Petitioner Through: Mr. Dheeraj Gupta, Counsel for JVG with Ms. Aneeta Sharma (AR of JVG)

versus

RBI

..... Respondent Through: Mr. Ramesh Babu, Adv. for RBI Mr. Shubhendu Bhattacharya, Adv. for Mr. Kunal Sharma, Adv. Counsel for Official Liquidator

CORAM: HON'BLE MR. JUSTICE C.HARI SHANKAR

Signature Not Verified Digitally Signed By SUNIL % SINGH NEGI Signing Date:03.\$2.2021 09:56:45 ORDER 02.02.2021

CO.APPL.67/2021 (under Rule 9 of Companies Rules, 1959)

1. Mr. Dheeraj Gupta, learned Counsel for the former directors of the company (under liquidation), submits that the proposal to sell various parcels of land, which are subject matter of the present application and which are tabulated in a table in para 6 of the application, may not be possible at this stage, as they are subject matter of proceedings pending before this Court and in which earlier sale deeds, executed in respect of the said parcels of land are in existence. These sale deeds, submits Mr Gupta, may have to be set aside before the said parcels of land are sold. This, he submits, covers the lands at S. Nos 1 to 12 and 28 to 33 of the table. CO.PET. 265/1998 Page 1 of 5

Mr. Bhattacharya, learned Counsel for the Official Liquidator 2. disputes this position.

Mr. Gupta, however, submits that he has no objection to the sale 3. of the lands at S. Nos. 13 to 27 of the said table. The said entries may be reproduced thus:

			Teh	sil Manesar, Har	yana			
	S.No.	Case No.	Village	Name of the Co.	Killa No. with (K- M)		Total A	rea
						Kanal	Marla	In Acre
	13	27/Te h	Sidhrawali	JVG Foods Ltd. JVG Finance Ltd.	Khewat/Khata no. 412, Killa No. with (K-M) 62/20/2/1 (1-5)	1	5	0.16
Signature Not Verifie Digitally Signed By SUNIL SINGH NEGI		35/Te h	Sidhrawali	JVG Leasing Ltd. JVG Housing Finance Ltd. JVG Finance Ltd. JVG Foods Ltd.	Khewat/Khata No.409, Killa No.with (K-M) 63/19 (8-0), 22/2(3- 4), 23/(7-9)	18	13	2.33
Signing Date:03. 9 2.2021 09:56:45	15	39/Te h	Sidhrawali	JVG Finance Ltd.	Khewat/Khata No.114, Killa No.with (K-M) 61/1/1 (6-2)	6	2	0.76
	16	40/Te h	Sidhrawali	JVG Hotels Ltd.	Khewat/Khata No.128, Killa No.with (K-M) 47/16/1 (4-17)	4	17	0.61
	17	32/Te h	Sidhrawali	JVG Finance Ltd.	Khewat/Khata No.174, Killa No.with (K-M) 86/1/2/2/1 (6-0) 2/1 (4-7)	10	7	1.29
	18	33/Te h	Sidhrawali	<u>JVG</u> Foods <u>Ltd.</u> <u>JVG</u> Finance <u>Ltd.</u>	Khewat/Khata No.416, Killa No.with (K-M) 62/20/1/1 (2-5)	2	5	0.28
	19	26/Te h	Sidhrawali	<u>JVG</u> Foods Ltd. JVG Leasing Ltd.	Khewat/Khata No.348, Killa No.with (K-M) 99/9/2 (5-4),11 (8- 0), 12(8-0), 19/1(1- 2)	22	6	2.79

CO.PET. 265/1998

	20	38/Te h	Sidhrawali	JVG Foods Ltd.	Khewat/Khata No.410, Killa	3	0	0.38
					No.with (K-M) 63/20/1 (3-0)			
	21	29/Te h	Sidhrawali	JVT Hotels Ltd. JVG Leasing Ltd. JVG Finance Ltd. JVG Housing Finance Ltd. JVG Farms Fresh Ltd. JVG Steel (I) Ltd.	Khewat/Khata No.457, Killa No.with (K-M) 100/24/2 (7-3), 108/3 (10-7), 4(10- 10)	28	0	3.5
	22	28/Te h	Sidhrawali	JVG Foods <u>Ltd.</u> JVG Farms <u>Fresh Ltd.</u> JVG <u>Housing</u> <u>Finance Ltd.</u> JVG Finance <u>Ltd.</u>	Khewat/Khata No.133, Killa No.with (K-M) 85/10/3 (1-7), 81/16/1/ (0-4), 17 (8-0), 85/1 (8-0), 10/1(0-9)	25	20	3.25
Signature Not Verifie Digitally Signed By SUNIL SINGH NEGI Signing Date:03.02.2021 09:56:45	23 ed	36/Te h	Sidhrawali	JVG Finance Ltd. JVG Housing Finance Ltd. JVG Farms Fresh Ltd. JVG Hotels Ltd. JVG Leasing Ltd.	Khewat/Khata No.214, Killa No.with (K-M) 102/14/1 (7-11), 15/1 (7-11), 16/1(1- 1), 103/8 (8-0), 9 (8-0), 10 (8-0), 11/1(7-11), 12/1 (3- 15), 19(8-0), 20(8- 0)	67	19	8.49
	24	78/Te h	Sidhrawali	JVG Steel (I) Ltd.	Khewat/Khata No.386, Killa No.100/1/1 (4-2)	4	2	0.51
	25	53/Te h	Dinokari	JVG Departmental Stores Ltd.	Khewat/Khata No.6, Killa No.with (K-M)714/1 (0-19), 715/1 (0-19), 716/1 (0-7-10), 717 (1-0), 718(1-0), 760 (0-6)	23	3	2.89
	26	56/Te h	Dinokari	JVG Leasing Ltd. JVG Hotels Ltd. JVG Finance Ltd. JVG Farms Fresh Ltd.	Khewat/Khata No.39, Killa No. with (K-M) 869/1/1 (0-0-6),66/1 (0-0-1)	1	4.5	0.15
	27	57/Te h	Dinokari	JVG Steel (I) Ltd. JVG	Khewat/Khata No.30, Killa No. with (K-M) 693/1	8	0	1

CO.PET. 265/1998

Page 3 of 5

Departmental (0-19-0), 694/01 (0-	
Stores Ltd. 12-19)	

4. In view of the fact that learned Counsel are *ad idem* regarding sale of the lands at S. Nos. 13 to 27 of the table in para 6 of this application, which also stands reproduced hereinabove, the Official Liquidator is permitted to issue an amended sale notice, limited to the said parcels of land, in the English edition of the Hindustan Times and the Hindi edition of the Dainik Bhaskar, as circulated in Delhi and NCR region, on 8th and 13th February, 2021. The expenses for such publication may be defrayed from the Common Pool Fund maintained by the Official Liquidator.

5. The Tehsildar, Manesar, District Gurgaon is also directed to place the aforesaid composite sale notice on the notice board of the Tehsildar's office and to assist the Official Liquidator in providing inspection of the said lands to prospective buyers.

Signature Not Verified Digitally Signed By SUNIL SINGH NEGI Signing Date:03. 92.2021 09:56:45

6. Inspection of the lands would be permitted by the Official Liquidator on a convenient date and time. Auction may be conducted within one week after the inspection is over.

7. In view of the objections raised, the former directors of the company are permitted to file a response to this application, qua the lands in dispute, within a period of one week from today with advance copy to learned Counsel for the Official Liquidator who may file rejoinder thereto, within one week thereof.

8. Renotify the application qua the remaining lands on 26^{th}

February, 2021, the date already fixed in other applications.

FEBRUARY 2, 2021/kr

C.HARI SHANKAR, J

Signature Not Verified Digitally Signed By SUNIL SINGH NEGI Signing Date:03.02.2021 09:56:45

CO.PET. 265/1998

Page 5 of 5