## IN THE HIGH COURT OF DELHI AT NEW DELHI (ORIGINAL JURISDICTION) IN THE MATTER OF COMPANIES ACT, 1956 AND

IN THE MATTER OF VIAN INFRASTRUCTURE LTD. (IN LIQN.)

IN C. P. NO. 178/2012

## COMPOSITE SALE NOTICE

- Sealed tenders on "As is where is and whatever there is" basis are invited for the sale of land and Misc. Assets belonging to the above said company situated at:
- (i) Uttrakhand, Haridwar- Land at Village Badedi Rajputana, Tehsil Roorkee Haridwar admeasuring 8.07 acres along with miscellaneous assets
- (ii) Rajasthan, Jaipur- Land at Village Sheelki Dungri Tehsil Chaksu, Jaipur admeasuring 5.879 acres and 14.85 Acres at Village Chaksu Tehsil Chaksu District Jaipur.
- 2. The lands in question of the above said company can be inspected on

Situation of Land	Time of Inspection	Date of Inspection
Land at Village Badedi, Haridwar are: Land	11.00 am to 4.00 pm	23 <sup>rd</sup> and 24th
admeasuring 8.07 Hectares in Chakbandi No. 23 in Chak		September 2015
No. 270- Khasra No.720/5, 720/13, 720/9, 720/8 (Total		
1.204 Hec). Khasra No. 720/16, 720/17 (Total- 0.431)		
Hec). Chak No. 881- Khasra No. 720/9, 720/14, (Total		
0.386 Hec). Chak No. 744- Khasra No 746 (0.607 Hec).		
Chak No 513- Khasra No. 720/17, 749, 750, 751/1,		
751/2, 752/1 (Total 0.628 Hec). Chak No153- Khasra	× 8	
No 720/14,720/15 (Total 0.455 Hec). Chak No 25-		
Khasra No. 757 min.(Total 0.022 Hec). Chak No 7-		
Khasra No. 757, 755/1, 755/2 (Total 0.134 Hec). Chak		
No. 179- Khasra No 778/1, 776/2, 780, 779/1,782/2,		
783/1, 782/1 (Total 0.765 Hec). Chak No. 495- Khasra		
No.783/1, 784, 753/2, 753/3, 753/6 (Total 0.929 Hec).		
Chak No. 111- Khasra No. 7/1, 7/2 and 234/2 min (Total		
0.968 Hec). Chakbandi No. 23/1, Chak No. 680- Khasra		
No 899, 900, 908/3 (Total 0.998 Hec). Chakbandi No. 45		
Khata No. 34, Khasra No. 15 (Total 0.538 Hec)		
Misc Assets located at Land at Village Badedi Rajputana,	11.00 am to 4.00 pm	23 <sup>rd</sup> and 24th
Tehsil Roorkee, Haridwar		September 2015
Land at Village Sheelki Dungri, Jaipur are: Land	11.00 am to 4.00 pm	29 <sup>th</sup> and 30t
admeasuring 5.879 Acres in Khasra No. 370, 371/1, 372,		September 2015
373, 401, 402, 405/1(Total 3.112 Acres), 460,463,465,466		
and 464 (Total 2.766 Acres)		
Land at Village Chaksu, Jaipur are: Land admeasuring	11.00 am to 4.00 pm	29 <sup>th</sup> and 30t
14.85 acres in Khasra No. 2202 (0.692 Acres), 2205.		September 2015
2206, 2207, 2208, 2210, 2211, 2212 (Total 1.897 Acres).		
488, 489, 490, 491, 492, 2088, 2094 (Total 5.953 Acres)		
2130, 2131, 2143, 2144, 2145, 2148, 2149, 2150, 2152		
2155, 2156, 2157, 2153, 2154 (Total 6.308 Acres)		

The sealed tenders should reach the Dy. Registrar (Company), Room No. 8A, Basement, Delhi High Court, Sher Shah Road, New Delhi on or before 01.10.2015 up to 4.30 pm in sealed cover marked "OFFER IN THE MATTER OF M/S VIAN INFRASTRUCTURE LTD" for land and misc. assets mentioned in C.P. number and date of auction accompanied with Demand Draft or pay order drawn in favour of the "Official Liquidator, Delhi" payable at New Delhi towards earnest money as under:

Particulars	Area	Earnest Money (in Rs.)	Reserve Price/Fair Market Value (in Rs.)
and at Village Badedi Rajputana, Tehsil Roorkee, I ridwar	8.07 Hectares	26,81,600	2,68,16,000
Misc Assets viz. entrance gate and Guard Room located at Land at Village Badedi Rajputana, Tehsil Roorkee, Haridwar	-	52,000	5,20,000
Land at Village Sheelki Dungri Tehsil Chaksu Jaipur	5.879 Acres	25,13,100	2,51,31,000
Land at Village Chaksu Tehsil Chaksu, Jaipur	14.85 Acres	35,26,800	3,52,68,000

- 4. The tender will be opened on 01.10.2015 before the Hon'ble Company Judge in Chamber (Court no. 11), High Court of Delhi, New Delhi in the presence of such tenderers who may like to be present at that time.
- 5. The bidders shall enclose the photocopies of their PAN card along with the bid/ tender.
- 6. That in case the Court deems appropriate, open bidding shall be held on the date of auction or so soon thereafter as the Court may deem fit.
- 7. The detailed information and copy of "Terms and conditions of Sale' can be downloaded from the website of Official Liquidator and the same can also be collected from the office of the undersigned on any working day between 10.00 AM to 5.00 PM.

The above said information is also available on the following Websites. www.delhiol.com, www.delhihighcourtnic.in and www.mca.gov.in.

(D.P. Ojha)
Official Liquidator
8th Floor, Lok Nayak Bhawan
Khan Market
New Delhi – 110003

PH: 011-24693393

Place: New Delhi

Date: 2-9-2075

Jan Hit

## TERMS AND CONDITIONS OF SALE IN THE MATTER OF VIAN INFRASTRUCTURE LTD. (IN LIQN.)

- The lands in question of the above said Company will be sold by inviting sealed tenders on "AS IS WHERE IS AND WHATEVER THERE IS BASIS".
- That the intending purchased will be allowed inspection of land in order to verify its area 2. and present conditions etc.
- The bidder / tenderers will be at liberty to submit bid in separate sealed covered for each land or for both the lands in question.
- That before submitting their tenders, the tenders should satisfy themselves about the area, title and other related issue of the lands in question from the concerned authorities and later no objection of any kind shall be entertained in this regard by the Hon'ble Court. Only such title or interest in the properties/ lands as the Company (In Liqn.) process on the date of sale and subject to all equities and other conditions on which they are held will be sold.
- That the tenders if not accompanied with a Demand Draft/Pay Order for the amount of 5. earnest money i.e 10% of the Reserve Price in favour of the Official Liquidator shall not be accepted/ considered.
- That incomplete offers and containing terms and conditions of any kind are liable to be 6. rejected. The sale will be subject to confirmation by the Hon'ble High Court of Delhi.
- That the sealed tenders will be opened before the Hon'ble Company Judge in Chamber 7. (Court No. 11) Delhi High Court in the presence of such tenderers who may like to be present there at that time. The tenderers will be given chance to bid amongst themselves in order to improve upon their offers.
- That the tenderers whose tender/bid is accepted shall have to deposit with the Official 8. Liquidator a sum of 10% (excluding earnest money) of the bid amount by pay order/demand draft within seven days from the date of acceptance of tender/bid failing which the entire earnest money shall stand forfeited. The balance of the tender/bid amount shall be paid within 60 days from the date of acceptance of the bid failing which the entire money deposited by tenderers shall stand forfeited.
- That the sale will be subject to further modification/alteration of terms and conditions of 9. the sale as the Hon'ble High Court may deem fit and proper.
- That the Hon'ble Court reserves that right to withdraw the sale and decline to accept any 10. offer including the highest offer without assigning any reason thereof. The sale will be confirmed by the Hon'ble Court only after the entire sale consideration has been deposited by the successful tenderers.

at the purchaser will submit draft SALE DEED and other necessary documents to the Official Liquidator for settlement by the Hon'ble Court.

That the cost of stamp duty, registration /transfer and all types of other dues and charge's levied by any authority relating to transfer of property shall be borne by the purchaser.

- 13. That after the submission of the tender, the tenderers will not be permitted to withdraw the offer until the sale is finalized by the Hon'ble Court. In case of withdraws from the sale, the entire earnest money shall stand forfeited.
- 14. That the earnest money deposited by the unsuccessful tenderers shall be returned to them by the Official Liquidator without any interest. However, the earnest money deposited by the 2nd highest bidder shall be refunded only after the 10% of the tender/bid amount (excluding earnest money) is deposited by the highest bidder.
- 15. That in case the successful tenderer/ bidder makes any default in depositing the sale amount with the Official Liquidator, the 2nd highest bidder may be offered by the Hon'ble Court to deposit the amount of his offer. If he fails to deposit the amount within the time, as may be allowed by the Court, his earnest money shall also be forfeited.
- 16. The. However, the sale deed will be done in favor of the purchaser under the order of Hon'ble High Court after the sale is confirmed by the Hon'ble High Court in favour of the successful auction purchaser.
- 17. The bidders shall enclose the photocopies of their PAN card along with the bid/tender.
- 18. No Court other than the Hon'ble High Court of Delhi will have the jurisdiction to deal with any matter arising out of the sale proceedings.

Official Liquidator 8th Floor, Lok Nayak Bhawan, Khan Market, New Delhi – 110003

Place: - New Delhi Date 7-9-2075