

IN THE HIGH COURT OF KARNATAKA AT BENGALURU
(ORIGINAL JURISDICTION)

IN THE MATTER OF COMPANIES ACT, 1956
AND
IN THE MATTER OF M/S. INDIANA DAIRY SPECIALITIES LIMITED (IN LIQN)
IN
COMPANY PETITION NO.4/1998

SALE NOTICE

Pursuant to the order of the Hon'ble High Court of Karnataka dated 27.09.2019 passed in OLR No. 68/2019 online competitive bids are hereby invited for sale of immoveable properties situated at the Ground Floor, Chintapally Commercial Complex, Mouza Nampally, Narayanaguda, Hyderabad (Municipal No.3-5-943 to 948 renumbered as 3-5-945, 948/A/G/17 & 18 in Survey No.137) through e-auction scheduled on **10.12.2019 from 14.00 hours to 17.00 hours** to be conducted by M/s. MSTC Ltd., (A Govt. of India Enterprise)

Description of Property:-

Lot-1 : Commercial Shop situated at Shop No.17 (Super plinth area of 362 Sq. Ft.)

Lot-2 : Commercial Shop situated at Shop No.18 (Super plinth area of 297.57 Sq. Ft.)

The e-Auction catalogue containing Terms & Conditions of sale and full details of immovable assets/properties of the subject matter of sale are available on Official Liquidator's website: www.olkarnataka.kar.nic.in Ministry's website at www.mca.gov.in and MSTC website: www.mstcindia.co.in and can be viewed by clicking on the following URL of MSTC Limited https://www.mstcindia.co.in/TenderEntry/Lot_Item_Details_AucID.aspx?ARID=233577

The intending bidders may contact Sri Satya Singh, SM, MSTC Ltd, Bangalore on Mobile No. 09453188305/080 22260054 or contact Sri. Krishna Reddy N. Assistant in the office of the Official Liquidator on his mobile No.9035532443 for doubts / clarifications if any on the e-auction procedure.

Date: 21.11.2019

Sd/-

(M JAYAKUMAR)

OFFICIAL LIQUIDATOR, HIGH COURT OF KARNATAKA
CORPORATE BHAVAN", NO.26-27, 12TH FLOOR, RAHEJA TOWERS,
M.G.ROAD, BENGALURU-560 001.Tel No.25598672/3

IN THE
TERMS & CONDITIONS OF SALE
ON
AS IS WHERE IS AND WHATEVER THERE IS BASIS'
In the matter of: M/S. INDIANA DAIRY SPECIALITIES LIMITED
(IN LIQUIDATION)
Company Petition No.4/1998

1	<p>Preliminary:</p> <p>The Hon'ble High Court of Karnataka at Bengaluru has permitted the Official Liquidator to sell the Scheduled property/ies by inviting competitive bids through e-auction to be conducted by selling agent namely M/s. MSTC LTD., a Miniratna Central Public Sector Undertaking (CPSU) under Ministry of Steel, GOI, on website: www.mstcecommerce.com.</p>
2	<p>Definitions and Abbreviations:</p> <p>Unless the context otherwise requires under the "Terms and Conditions of the e-auction Sale" the following words wherever appear means:</p>
2.1	"Scheduled Property" means property more fully described in " Schedule No.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 MSTC. 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	"EMD" means "Earnest Money Deposit" and /or "Pre-Bid Amount" to be paid as described in Schedule No.2 to qualify for participation in e-auction.
2.4	"High Court" means the "Hon'ble High Court of Karnataka at Bengaluru".
2.5	"MSTC" means "MSTC 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, declaration to be given by the intending bidders and all other information and document hosted on webpage : https://mstcindia.co.in on URL- https://www.mstcindia.co.in/TenderEntry/Lot_Item_Details_AucID.aspx?ARID=23357 for informal guidance of the Bidders.
2.7	"Seller" means the Official Liquidator attached to the Hon'ble High Court of Karnataka at Bengaluru, more fully described in Schedule No.3 .
2.8	"The person(s)" means and includes legal person" interested in submitting quotations /offers. Such person(s) giving the quotations/offers are referred to as "Bidder" and the quotations/offers given are referred to as "Bid".

3. Inspection of Property		
		Prospective Bidders may carry out inspection of the scheduled property/ies on the scheduled dates and time only with prior intimation and consultation with the official/s as detailed in Schedule No.2.
4. Buyer beware		
	4.1	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 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.
	4.2	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. Earnest Money Deposit (EMD)		
	5.1	The pre-bid amount/Earnest Money Deposit(EMD) needs to be paid by the participating buyers through MSTC's e-commerce portal through pay pre-bid emd LINK provided in the buyer login page only and no other payment mode will be entertained , provided in the buyer account, within Office hour, at least one day before the date of e-auction. The buyer should check the EMD Ledger link after making the payment and the same amount should be reflected in this link. The unsuccessful buyer can raise their refund request in EMD Refund Request link. Only the registered customers who will submit the pre bid EMD within the aforesaid period will be able to participate against the above mentioned lot/s in this e-auction. The PRE BID EMD of the successful bidders will be adjusted towards the Post-Bid Payment. 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 by MSTC/SELLER on the PRE BID EMD/ EMD.
	5.2	Bidder/s who do not submit the pre-bid EMD would not be eligible to participate in E-Auction.
	5.3	Pre-bid EMD of unsuccessful Bidders will be returned by MSTC within 7 (seven) working days after the closure of e-auction without any interest or as per the orders of the Hon'ble High Court of Karnataka whichever is later.

6. Submission of Offers		
	6.1	The person(s) interested in submitting quotations/offers shall submit the offers online through

		website: www.mstcecommerce.com The offer/bid submitted in other mode shall not be entertained.
	6.2	Bidders are required to complete the registration formalities with MSTC before payment of the interest free EMD/pre-bid amount on or before scheduled date and time as prescribed in Schedule No.2.
	6.3	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 MSTC) in respect of which the cancelled cheque has been given by the authorized and identified Bidder.
7. e-Auction		
	7.1	E-Auction Result/Status: Status of bids must be personally seen by the Bidders online through the link "Auction Lot Status" 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 MSTC to them via email.
	7.3	The Sale will be governed by the Material List (i.e. Declaration to be given by the intending Bidders, 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 "Live e-Auction Floor". The Material List & TC displayed under "View Forthcoming Auctions" on MSTC's e-Auction Website are tentative and subject to change at Seller's / MSTC's sole discretion before the start of e-Auction. Bidders should therefore download the Material List and TC displayed only under "View Live Auctions" 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 / MSTC 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 MSTC website to take notice of such addendum/s if any.
	7.4	During Live Auction, only brief Lot details will be shown under " Lot Name " on the " Auction Floor " where Bidders are required to bid. The detailed " Lot Description " can be seen by the Bidders by clicking on the " Lot Name " 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 MSTC/Seller.
	7.5	It will be the Bidder's responsibility to personally see the result of e-Auction by seeing and downloading the "Auction Lot Status" from the Website immediately after Closure of e-

		Auction which will be displayed up to 6 (Six) days from the date of Closure of e-Auction (excluding the date of closure of e-Auction). A system generated automatic Sale Intimation Letter will be issued by e-mail 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 incoming e-mail. Normally no hard copy of the Sale Intimation Letter (on Confirmed or STA basis) will be issued by MSTC.
	7.6	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/MSTC in this regard. Bidders must be careful to check the Bid Amount/No. of '0'/No. of Digits, etc., and if required, rectifies their bid before submitting the Bid into the live e-Auction floor by clicking the '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. Acceptance of the highest (H-1) bid		
	8.1	Acceptance of the highest (H-1) bid is subject to approval / confirmation by the Hon'ble High Court and securing the status of highest Bidder, confers no right, so as to demand the automatic confirmation of sale in his / her favour.
	8.2	The Official Liquidator shall submit a report along with the e-auction result and valuation report 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 in its totality only after payment of bid amount as approved by the Court (after adjusting the EMD paid) 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 MSTC via email only.
	8.3	Pre-Bid EMD of the successful Bidder will be automatically adjusted towards payment of final Bid amount by successful Bidder.
	8.4	The entire due payment will have to be paid by the successful Bidder in one lump-sum and no installment payment will be allowed.
	8.5	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.
9. Forfeiture of EMD, etc.		
	9.1	The Seller reserves the right to forfeit any amount/money lying with MSTC/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/MSTC and payable to the said Bidder against any other contract/transaction.

	9.2	The successful Bidder shall pay full and final bid amount along with GSTAs may be applicable, over and above the bid amount within the time prescribed in Schedule No. 2 , failing which the EMD amount remitted will stand forfeited.
10. Delivery of Possession		
	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 and Whatever There is" basis, and "No Complaint" basis vide "Possession Memo" by the SELLER.
11. Submission 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 broadly relying on the doctrine of "the buyers be aware". Needless to say that in case if the Sale Deed is found to be erroneous at any subsequent stage for the reasons of incorrect boundary, survey No./Corporation No., Survey map and all other relevant information in respect of the property/ies, the Sale Deed/s shall be void or voidable at their risk and cost of purchaser.
12. Past dues, GST, etc.		
	12.1	Successful Bidder/purchaser shall pay GST as may be applicable, over and above the approved bid amount.
	12.2	The successful Bidder/s shall not be liable to pay any dues and receive any benefits with respect to the property/ies, the subject matter of sale, accruing on or before the date of handing over of possession pursuant to confirmation of sale.
	12.3	Bidders should note that the transaction covered by this e-auction will be treated as a transaction subject to payment of stamp duty applicable for registration of sale deed, Statutory Taxes, if any, (in addition to GST) as may be applicable and payable by the successful Bidder.
13. General		
	13.1	By accepting the Terms & Conditions of e-Auction, the Successful Bidder undertakes to keep Seller

		indemnified and save harmless from any and all claims, losses, penalties, damages, etc.
	13.2	If any dispute arises in connection or in relation with the interpretation, existence and fulfillment of this TC , same shall be decided by the Hon'ble High Court.
	13.3	The Hon'ble High Court reserves the right to rescind, amend, delete, invalidate any of the settled terms and conditions and further to add any terms & conditions as may be deemed fit and proper.
	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 confirmation of sale. No objection of any kind shall be entertained thereafter.
	13.5	All contracts/transactions entered into by the buyer/Bidder arising out of this e-auction shall be governed by the veracity pact available on website: www.mstcindia.co.in and https://mstcecommerce.com
	13.6	The information in respect of the scheduled property have been stated to the best of the knowledge from the available records. The Seller/MSTC, 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.
	13.7	The Seller shall, before confirmation of the sale, be at liberty to amend /modify/ delete any of the conditions as may be deemed necessary in the light of the facts and circumstances of the case.

SCHEDULE No. 1

PROPERTY DETAILS

Lot No.	LOT DESCRIPTION	LOCATION	QUANTITY	GST
1.	Shop No.17 (super plinth area of 362 Sq. Ft.) Ground Floor	Chintapally Commercial Complex, Mouza Nampally, Narayanaguda, Hyderabad (Municipal No.3-5-943 to 948 renumbered as 3-5-945, 948/A, G, 17 & 18 in Survey No.137).	1.0 LOT	GST as may be applicable
2.	Shop No.18 (super plinth area of 297.57 Sq. Ft.) Ground Floor		1.0 LOT	

SCHEDULE No.-2

Events of e-Auction:-

S.No.	Events	Dates and descriptions
1	Pre-bid training to the intending buyers for online bidding by	In the office of Official Liquidator at

	MSTC (at the option of intending buyers)	Bengaluru on 09.12.2019 at 11.00 AM	
2	Last date and time for Bidder's Online Registration.	On or before 09.12.2019 up to 06.00 PM	
3	Inspection of Scheduled properties	On 05.12.2019 & 06.12.2019 from 11.00 a.m. to 5.00 p.m.	
4	Earnest Money Deposit (EMD)	EMD Amount LOT-1- Rs.1,30,000/- LOT-2- Rs.1,10,000/-	
5	Opening Bid/ Start Price	LOT-1- Rs.13,00,000/- LOT-2- Rs.11,00,000/-	
6	Mode of Payment of EMD and all other payments.	NEFT/RTGS to the MSTC account through 'pay pre-bid EMD LINK'	
7	Last date and time for online payment of EMD	10.12.2019 up to 11AM	
8	Scheduled Date& time of opening and closing of e-Auction for each Lot	Opening on 10.12.2019 at 14.00 Hrs.	Closing on 10.12.2019 at 17.00 Hrs. provided if there are competing bids within 8 minutes to the above said scheduled closing time then the closing time of auction gets auto extended by a further 8 minutes every time a bid is made.
9	Minimum Bid Increment	Rs.10,000/- or in multiples thereof.	
10	Intimation to securing the position of the H-1 Bidder (highest bidder)	Immediately after completion of e-Auction by the Service provider i.e. MSTC.	
11	Full and final Payment of Bid amount (after adjusting EMD) by successful Bidder	30 days from the date of receipt of communication regarding approval of H-1 Bid by Hon'ble High Court.	
12	Return of EMD of unsuccessful Bidders	Refund at the option of bidders except for H-1	
13	Delivery of possession of the property and execution of sale deed/deed of assignment.	Upon payment of full and final sale consideration	
14	Contact person for inspection of scheduled property/ies	N.KRISHNA REDDY ASSISTANT O/o. Official Liquidator, Karnataka MOBILE NO. 9035532443	
15	Contact Person of MSTC for any query regarding online registration or for bidding etc.,	Mr.Satya Singh – 9453188305 Mr.Damodaran J – 9841002253	

NOTE: The scheduled dates are tentative and subject to change till hoisted on the website.

SCHEDULE No.-3

Seller's Details:

Seller's Name	OFFICIAL LIQUIDATOR ATTACHED TO THE HON'BLE HIGH COURT OF KARNATAKA
Location	Corporate Bhavan, 12 th Floor
Street	M.G. Road
City	Bengaluru – 560 001
Country	INDIA
Telephone	08025598672
Fax	08025598674
Email	ol-bangalore-mca@nic.in
Web page	www.olkarnataka.kar.nic.in

SCHEDULE No.-4

Technical Details/Attachments:

TECHNICAL DETAILS / ATTACHMENTS	
Hon'ble High Court order dated 27.09.2019 in OLR No.68/2019:	CLICKHERE
1. Copy of Title Deed with respect to Lot.1	CLICKHERE
2. Copy of Title Deed with respect to Lot.2	CLICKHERE
3.Terms & Conditions of Sale governing the e-auction :	CLICKHERE
4.Guidelines for registration:	CLICKHERE

*****THE END*****

