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

IN THE MATTER OF M/s UNITED BREWERIES (HOLDINGS) LIMITED (IN LIQN.)

E-AUCTION NOTICE FOR LEASE

Online competitive bids are hereby invited as per the orders of the Hon'ble High Court of Karnataka vide order dated 08.11.2023 passed in OLR No.91/2023 for "LEASE" of the below mentioned vacant spaces owned by United breweries (Holdings) Limited (in liquidation) (for commercial office use on monthly lease rental basis) at UB City, 24, Vittal Mallya Road, Bengaluru-560 001, India. "On as is, where is and whatever there is basis" through e-auction platform (https://olauction.enivida.com/) to be conducted by M/s. RailTel Corporation of India Limited. Date and time of Inspection of premises will be on 01.04.2024 & 02.04.2024 from 11.00 a.m. to 4.00 p.m.

<u>Details of vacant premises proposed for leasing, i.e., Reserve price, EMD, Date of E-</u> auction are as under: -

CANBERRA BLOCK

Lo t No	Floor Number	Super Built Area in Sq.Ft	No. of Car Par king s (*)	EMD	Opening Bid/Start price	Date & time of e-auction
1	Vacant Premises at 3 rd floor	26,919	35	Rs.4,90,000/-	Rs.49,00,000/-	
2	Vacant Premises at 4 th floor	26,919	35	Rs.4,90,000/-	Rs.49,00,000/-	on 17.04.2024
3	Vacant Premises at 5 th floor	26,919	35	Rs.4,90,000/-	Rs.49,00,000/-	from 11.00 hrs to 17.00
4	Vacant Premises at 6 th floor	26,919	27	Rs.4,90,000/-	Rs.49,00,000/-	hrs
5	Vacant Premises at 7 th floor	26,919	21	Rs.4,90,000/-	Rs.49,00,000/-	
6	Vacant Premises at 8 th floor	26,919	20	Rs.4,90,000/-	Rs.49,00,000/-	
7	Vacant Premises at 10 th floor	26,919	27	Rs.4,90,000/-	Rs.49,00,000/-	on
8	Vacant Premises at 11 th floor east	9,360	9	Rs.1,70,000/-	Rs.17,00,000/-	18.04.2024 from 11.00

	portion					hrs to 17.00
						hrs
9	Vacant Premises	21,819	22	Rs.4,00,000/-	Rs.40,00,000/-	
	at 14 th floor			KS.4,00,000/-	KS.40,00,000/-	
10	Vacant Premises	12,689	17			
	at 15 th floor south			Rs.2,30,000/-	Rs.23,00,000/-	
	portion					

UB TOWER

Lot No.	Floor Number	Super Built Area in Sq.Ft	No. of Car Par king	EMD	Opening Bid/Start price	Date e- auction
11	Vacant Premises at 12 th floor	8,414		Rs.1,60,000/-	Rs.16,00,000/-	on
12	Vacant Premises at 14 th floor	8,414	41	Rs.1,60,000/-	Rs.16,00,000/-	19.04.2024 from 11.00 hrs
13	Vacant Premises at 15 th floor	8,414		Rs.1,60,000/-	Rs.16,00,000/-	to 17.00 hrs

^{*} Rent for Car Parkings (per month/car) extra as prevailing/market rate.

The entire e-Auction catalogue containing Terms & Conditions of Lease for the schedules for giving full particulars of events of e-auction, guidelines for online registration and full details of **Vacant Spaces** of the subject matter for "Lease" are available on website of M/s. RailTel Corporation of India Limited website: https://olauction.enivida.com/ and can be viewed by clicking on the following URL of: https://olauction.enivida.com/ and the Official Liquidator's website: https://olauction.enivida.com/, Ministry's Website at www.mca.gov.in.

The intending bidders may contact Ms. Sujatha, Sr. Manager, Mobile No.8448288989/ Sri. Gagan Mobile No.8448288987 of M/s. RailTel Corporation of India, Bengaluru for doubts / clarifications if any on the e-auction procedure. For details about the **Vacant Spaces** contact Sri M.Venkatarama Reddy, Assistant working in the office of the Official Liquidator on his Mobile. No.9845415102 or to contact the officials of the Official Liquidator, Karnataka during working hours.

Sd/(C V SAJEEVAN)
OFFICIAL LIQUIDATOR,
HIGH COURT OF KARNATAKA
CORPORATE BHAVAN", No.26-27, 12TH FLOOR,
RAHEJA TOWERS, M.G. ROAD, BENGALURU-01.
Tel No:080-25598671/72

Date 19.03.2024

TERMS & CONDITIONS OF LEASE

IN THE MATTER OF UNITED BREWERIES (HOLDINGS) LIMITED (IN LIQUIDATION)

OLR No.91/2023 in Co. P No.57/2012 & others on the file of the Hon'ble High Court of Karnataka

Preliminary:

1. The Hon'ble High Court of Karnataka at Bengaluru has permitted the Official Liquidator vide orders dated 08.11.2023 in OLR No.91/2023 to lease the certain vacant commercial spaces situated at UB City, No.24, Vittal Mallya Road, Bengaluru owned by of M/s United Breweries (Holdings) Limited (in liquidation) by inviting competitive bids through e-auction "as is where is and what so ever there is basis". The e-auction will be conducted by M/s. Railtel Corporation India Limited: https://olauction.enivida.com/

Definitions and Abbreviations:

- 2. Unless the context otherwise requires under the 'Terms and Conditions of the e-auction for lease' the following words wherever appear means:
 - a) 'Scheduled Properties' means properties more fully described in 'Schedule No.1'.
 - b) 'Bidder(s)'/ 'Lessee(s)' means any person being an Individual or Proprietor or Partnership firm or LLP or OPC or company or any Legal entity who pay, the Pre-bid Earnest Money Deposit ('EMD') and getting registered with Railtel Corporation India Limited. Bidder(s)/Lessor(s) while being

used interchangeably shall be deemed to mean and include his/her/their/its legal heirs, legal representatives and successors in interest and permitted assignee, as the case may be.

- c) 'Pre-bid EMD' means 'Pre-bid Earnest Money Deposit' and /or 'Pre-Bid Amount' to be paid as described in Schedule
 No.2 to qualify for participation in e-auction.
- d) 'High Court' means the 'Hon'ble High Court of Karnataka at Bengaluru'.
- e) 'Railtel Corporation India Limited' further means 'Service Provider for conducting e-auction'.
- 'Lease Advertisement' means the Lease Auction Notice f) published in the News Papers and shall also include other information i.e. 'Terms and Conditions of Tenancy' governing the e-auction, Know your customers (KYC) Documents, required particulars for the 'Online Registration of Bidders, declaration to be given by the intending bidders and all other and document information hosted webpage: on https://olauction.enivida.com/ **URL**: and on https://olauction.enivida.com/ for informal guidance of the Bidders.
- g) 'Lessor' means the M/s United Breweries (Holdings) Limited (in liquidation) represented by the Official Liquidator attached to the Hon'ble High Court of Karnataka at Bengaluru, more fully described in **Schedule No.3**.
- h) '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'.

E-Bidding

- 3. All contracts/transactions entered into by the Lessee/Bidder arising out of this e-auction shall be governed by the veracity pact available on website: https://olauction.enivida.com/
- 4. Bidders are required to complete the registration formalities with Railtel Corporation India Limited before payment of the interest free pre-bid EMD amount on or before scheduled date and time as prescribed in **Schedule No.2**. The relevant dates shown in the schedule no-2 and advertisement notice will not be changed or extended.
- 5. The intending Bidders are required to submit 'Declaration' as per Proforma available at https://olauction.enivida.com/ along with pre-bid EMD declaring their intention for taking lease of the Scheduled Property.
- 6. The prospective Bidders should comply with KYC Norms. All financial transaction towards e-auction of lease of scheduled properties must be made only through the bank account (registered with Railtel Corporation India Limited) in respect of which the cancelled cheque has to be submitted by the proposed Bidder.
- 7. The person(s) interested in submitting quotations/offers shall submit the offers online through website https://olauction.enivida.com/. The offer/bid submitted in other mode shall be summarily rejected.

8. The pre-bid amount/Earnest Money Deposit(EMD) needs to be paid by the participating bidder through Railtel Corporation India Limited 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 submit 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 in one go for the lot/ lots awarded to them. The PRE-BID EMD of the unsuccessful parties will be refunded by the E-auctioneer. No interest is payable by Railtel Corporation India Limited /Lessor on the PRE-BID EMD/ EMD.

- 9. Interested parties who do not submit the pre-bid EMD and not in compliance of this E-auction Notice shall not be eligible to participate in the E-Auction.
- 10. Any 'eBid' made will be deemed to have been submitted after complete satisfaction and any amendment to the offers/bids or

withdrawal of the bid shall not be permitted after the closure of e-auction. The rule of caveat emptor is applicable. Conditional offers/bids will not be accepted.

- 11. 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 Railtel Corporation India Limited 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 Lease 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 Lease Intimation Letter (on Confirmed or STA basis) will be issued by Railtel Corporation India Limited or the Official Liquidator. Once the bid is accepted by the Hon'ble High Court of Karnataka, a letter of intimation will be issued by Official Liquidator for payment of security deposit (Interest free) upon receipt of the amount within the time stipulated and thereafter enter into a lease agreement for the period mentioned herein. The periodical rentals to be paid by the Lessee as per invoices raised by the Official Liquidator with applicable GST and other taxes if any.
- 12. **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 Railtel Corporation India Limited to them via email.

- 13. The Security deposit shall be paid in advance for 6 months of the rent fixed. All other payment details regarding Car park, utilities, maintenance etc., which are payable after conclusion/confirmation of e-auction will be incorporated in the 'Lease Deed'. Security deposit will be totally interest free and will be refunded to the Lessee once the lease is terminated after adjusting unpaid dues of rent. The security deposit will be subject to revision as per the prevailing monthly rent after considering escalation clause.
- 14. The Rental shall be subject to upward revision/escalation every year. The percentage of escalation will be as per the prevailing practice in the UB City.
- 15. The Maintenance charges and other utility expenses will be exclusively borne by the respective Lessee only.
- 16. The information in respect of the scheduled property has been stated to the best of the knowledge from the available records. The Lessor/ Railtel Corporation India Limited, however, shall not be responsible for any error, misstatement or omission in the said particulars. The Bidders are, therefore, requested to individually verify the same, in their own interests before submitting the Bids.
- 17. The Lessor shall, before confirmation of the lease, 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.

- 18. Prospective Bidders may carry out inspection of the scheduled property/ies on the scheduled dates and time only as detailed in **Schedule No.2**.
- 19. 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 LESSOR/ Railtel Corporation India Limited in this regard. Bidders must be careful to check the Bid Amount/No. of 'O'/No. of Digits etc., and if required, rectify 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 a WARNING MESSAGE on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals.
- 20. The Lease or e-bid will be governed by the Material List (i.e. documents required for KYC norms, 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) & 'Terms & Conditions' displayed on the 'Live e-Auction Floor'. The Terms & Conditions displayed under 'View Forthcoming Auctions' on Railtel Corporation India Limited e-Auction Website are tentative and subject to change at Lessor's /

Railtel Corporation India Limited sole discretion before the start of e-Auction. Bidders should therefore download the **Terms & Conditions** 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 **Terms & Conditions** of the E-auction.

- 21. 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 Railtel Corporation India Limited /Lessor.
- 22. Lessor reserves the right to forfeit any amount/money lying with Railtel Corporation India Limited /Lessor from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount/money may be lying with Lessor/ Railtel Corporation India Limited and payable to the said Bidder against any other contract/transaction.
- 23. Acceptance of the highest (H-1) bid is subject to approval / confirmation by the Hon'ble High Court of Karnataka and securing the status of highest Bidder, confers no right, so as to demand the automatic confirmation of lease in his / her favour.

24. The Official Liquidator will submit a report along with the eauction result before the Hon'ble High Court after conclusion of
e-auction for approval of lease. The Hon'ble Court may approve
or otherwise the highest bid considering the adequacy of price
and other relevant facts as may be deemed fit and proper to the
Hon'ble High Court. In short the highest bid is not alone the
criteria for approval of bid. The lease shall stand confirmed in its
totality only after payment of security deposit amount (after
adjusting the EMD paid) and Railtel service charges.

25. ATTORNMENT:

The LESSOR shall be entitled, during the subsistence of the LESSEE's leasehold rights, with the permission of the Hon'ble High Court, to dispose of or otherwise deal with Schedule Premises, either wholly or in several portions, without in any way affecting the leasehold rights of the LESSEE over the Schedule Premises with prior information to the LESSEE. Any such transfer/Sale by the LESSOR of the Schedule Premises shall always be subject to the leasehold rights of the LESSEE for the lease period mentioned in the proposed lease deed and the LESSOR undertakes to obtain from the transferee/ buyer of the properties an unconditional undertaking to be bound by all the terms and conditions of lease deed, including the refund of the SECURITY DEPOSIT placed by the LESSEE with the Lessor subject to production of proof.

26. **Period of lease**

Since the Company owning the premises which is offered for lease is under liquidation by the High Court, the lease period will be for five (5) years, from the date of Possession handed over, with yearly escalation in rentals as per the practice prevailing in

UB City. The extension of the same or otherwise with the conditions will be subject to the orders of the High Court. The rights of the lessee will be protected by the attornment clause as above at least for 5 years. The possession of the property/ies shall be handed over to the successful Bidder vide 'Possession Memo' upon payment of full and final initial lease advance/ security deposit. The monthly rental shall be paid to the Official Liquidator with applicable GST and other taxes if any by 7th day of succeeding month.

- 27. The scheduled premises shall remain in every respect at the entire risk of the LESSEE from the date of issue of 'Possession Memo' by the LESSOR. The rent shall commence from the date of handing over of possession demised premises. No damage or illegal activities shall be done in the premises. Further no capital works is to be executed by the Lessee without the written approval permission of the Lessor/Official Liquidator.
- 28. The entire due payment of initial fee/Security Deposit will have to be paid by the successful Bidder in one lump-sum and no installment payment will be allowed.
- The highest Bidder will not be entitled to assign their right to take the lease of 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 lease deed will be entered only with successful Bidder and not to with any third party.
- 30. Handing over of the scheduled property/ies as covered in this eauction will be made on 'As is Where is and Whatever There is'

basis, and 'No Complaint' basis vide 'Possession Memo' by the LESSOR.

- 31. By accepting the Terms & Conditions of e-Auction, the Successful Bidder undertakes to keep Lessor indemnified and save harmless from any and all claims, losses, penalties, damages, etc.
- 32. 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.
- 33. The instant Lease Notice shall stand as public notice and notice to secured creditor/s, petitioner/s, contributories and any other stakeholder of the company (In liquidation).
- The Official Liquidator reserves the right to issue 34. Corrigendum/Addendum in the auction catalogue of Railtel Corporation India Limited website (https://olauction.enivida.com/ at any point of time, if so, required to the Term & Conditions of lease before the e-auction. Therefore, the bidders are requested to refer to the auction catalogue before quoting their bids.

SCHEDULE No.-1

	PROPERTY DETAILS					
	LOT DESCRIPTION	EXTENT	No. of Car Parking	LOCATION		
	Vacant Premises for Lease at 3 rd floor, Canberra Block	26,919 SFT	35	No.24, UB City, Vittal Mallya Road, Bengaluru- 560 001.		
	Vacant Premises for Lease at 4 th floor, Canberra Block		35	-As Above-		
3	Vacant Premises for Lease at 5 th floor, Canberra Block		35	-As Above-		
4	Vacant Premises for Lease at 6 th floor, Canberra Block		27	-As Above-		
5	Vacant Premises for Lease at 7 th floor, Canberra Block		21	-As Above		
6	Vacant Premises for Lease at 8 th floor, Canberra Block		20	As Above-		
7	Vacant Premises for Lease at 10 th floor, Canberra Block	26 010 SET	27	-As Above-		
8	Vacant Premises for Lease at 11 th floor East Portion, Canberra Block	9,360 SFT	9	-As Above-		

9	Vacant Premises for Lease at 14 th floor, Canberra Block	21,819 SFT	22	-As Above-
10	Vacant Premises for Lease at 15 th floor South Portion, Canberra Block	12,689 SFT	17	-As Above-
	Vacant Premises for Lease at 12 th floor, UB Tower			-As Above-
	Vacant Premises for Lease at 14 th floor, UB Tower		41	-As Above-
	Vacant Premises for Lease at 15 th floor, UB Tower			-As Above-

SCHEDULE No.-2

Events of e-Auction: -

Sr. No	Events		Dates and descriptions	
1	Pre-bid training to the intending buyers for online bidding by M/s. RailTel Corporation of India Ltd., (at the option of intending buyers)		In the office of Official Liquidator at Bengaluru on 27.03.2024 at 11.00 AM	
2	Last date and time for Bidder's Online Registration		On or before 16.04.2024	
	Date of	Inspection of propert	y/ties	
3	3 LOT No From 11.00 am to 4.00 pm		Name & mobile No of the Official of the Official Liquidator for inspection of property/ies situated UB City.	
	1 to 13 On 01.04.2024 & 02.04.2024		Mr. Venkatarama Reddy.M, O/o OL-Bengaluru, Mob. No.9845415102.	

	Pre-bid	EMD/ Opening Bi	d/Start price		
4	LOT No	Pre-bid EMD Amount	Opening Bid/Star	t price	
4	1	Rs.4,90,000/-	Rs.49,00,000/-		
	2	Rs.4,90,000/-	Rs.49,00,000/-		
	3	Rs.4,90,000/-	Rs.49,00,000/-		
	4	Rs.4,90,000/-	Rs.49,00,000/-		
	5	Rs.4,90,000/-	Rs.49,00,000/-		
	6	Rs.4,90,000/-	Rs.49,00,000/-		
	7	Rs.4,90,000/-	Rs.49,00,000/-		
	8	Rs.1,70,000/-	Rs.17,00,000/-		
	9	Rs.4,00,000/-	Rs.40,00,000/-		
	10	Rs.2,30,000/-	Rs.23,00,000/-		
	11	Rs.1,60,000/-	Rs.16,00,000/-		
	12	Rs.1,60,000/-	Rs.16,00,000/-		
	13	Rs.1,60,000/-	Rs.16,00,000/-		
5		f Payment of EMD other payments.	NEFT/RTGS to th Corporation of In		
6		te and time for payment of EMD	On or before 16.0	04.2024	
7	Auction Extension Details		Number of extension: Unlimited Prior Extension in Minutes: 5 Extension time in Minutes: 10		
8	Scheduled Date & time of opening and closing of e-Auction for each Lot				
	For Lot	No.1 to 5	Opening at 17.04.2024 at 11.00 hrs	Closing at 17.04.2024 at 17.00 hrs	
	For Lot	No.6 to 10	Opening at 18.04.2024 at 11.00 hrs	Closing at 18.04.2024 at 17.00 hrs	
	For Lot	No.11 to 13	Opening at 19.04.2024	Closing at 19.04.2024 at	

		at 11.00 hrs	17.00 hrs	
9	Minimum Bid Increment for Lot No.1 to 13	Rs.50,000/- or	in multiples thereof.	
10	Intimation to securing the position of the H-1 Bidder (highest bidder) for each lot	After completion Service provid Corporation of In	•	
11	Return of EMD of unsuccessful Bidders	Refund except fo	r H-1 for each lot	
12	Allotment/Handing over of possession	High Court of Kar	order from Hon'ble rnataka and upon e security deposit.	
13	Contact person in the office of Official Liquidator for inspection of scheduled property/ies	Mr. Venkatarama Reddy.M, O/o OL-Bengaluru, Mob. No.9845415102.		
14	Contact Person in the office of M/s.RailTel Corporation of India Ltd for any query regarding online registration or for bidding etc.,	Mob No.8448288989/ 7207042074 Mr. Gagan		
	Online Auction Processing fee For every lot Successful / For every lot /			
			Corporation will charge unt from the successful upto Rs.1 lakh.	
15		Applicable GST, Gateway to the	nt of Rs.20,000/- + through e-payment e Service Provide i.e. oration of India Ltd for 20 lakhs	
		Applicable GST, Gateway to the M/s. RailTel Corp	nt of Rs.25,000/- + through e-payment e Service Provide i.e. coration of India Ltd for ye 20 lakhs and up to	
		d. Fixed amount Applicable GST, t	of Rs.30,000/- + hrough e-payment	

	Gateway to the Service Provide i.e. M/s. RailTel Corporation of India Ltd for Lease price above 50 lakhs
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SCHEDULE No.-3

Lessor's Details:

LESSUI S DELAIIS.		
Seller's Name	OFFICIAL LIQUIDATOR	
	ATTACHED TO THE HON'BLE HIGH COURT	
	OF KARNATAKA	
Location	Corporate Bhavan, 12th Floor	
Street	M.G. Road	
City	Bengaluru-560 001.	
Country INDIA		
Telephone	08025598671/72	
Email	ol-bangalore-mca@nic.in	
	1. https://olkarnataka.kar.nic.in/	
Web page	2. <u>www.mca.gov.in</u>	
	3. https://olauction.enivida.com/	
Contact Person in the office of	Mr. Lokesh Manohar Patil,	
the Lessor	Asst. Official Liquidator	
	Mob No.7768081800	
	OR	
	Mr. Venkatarama Reddy. M, Asst.	
	Mob No.9845415102	

SCHEDULE No. - 4

	TECHNICAL DETAILS / ATTACHMENTS				
А	Hon'ble High Order in OLR No 64 90 91 93 of 2023	<u>CLICKHERE</u>			
В	Guidelines for registration	<u>CLICKHERE</u>			

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