

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

(ORIGINAL JURISDICTION)

**IN THE MATTER OF COMPANIES ACT, 1956
AND
IN THE MATTER OF M/S. KINGFISHER AIRLINES LIMITED
(IN LIQUIDATION)
IN
COMPANY PETITION NO. 214/2012**

SALE NOTICE

In pursuance of the Hon'ble High Court of Karnataka orders dated 06.03.2023 passed in OLR No.114/2021 and OLR No.32/2022, the online competitive bids are hereby invited for sale of three aircrafts mentioned below belonging to the above said company (in liquidation) "**on as is and 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 Ltd., scheduled on **24.04.2023 from 14.00 hours to 17.00 hours.**

LOT NO.	Description and address of property	Upset Price
I	Two Aircrafts MSN 612 (ATR 42 - 500) & MSN 613 (ATR 42 - 500) which are parked in the premises of Delhi International Airport Limited.	IN USD 100,000
II	One Aircraft MSN 739 (ATR 72 -500) which is parked in the premises of Chennai International Airport Limited.	IN USD 30,000

The entire e-Auction catalogue containing Terms and Conditions of sale, the Schedules for giving full particulars of events of e-Auction, guidelines for online registration and full details of immovable asset/property of the subject matter of sale are available on website of M/s. RailTel Corporation of India Ltd. 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: www.olkarnataka.kar.nic.in, Ministry's Website at www.mca.gov.in.

The intending bidders may contact Ms. Sujatha, Sr. Mgr. Mobile No.+91 8448288989 and Sri. Gagan +91 8448288987 of M/s.RailTel Corporation of India Bengaluru for doubts / clarifications if any on the e-auction procedure. For details about the property contact Sri.Vasanth Kumar, Assistant in the office of the Official Liquidator on his Mob. No.+91 9902220304.

Date:13.03.2023

**Sd/-
(C.V. SAJEEVAN)
OFFICIAL LIQUIDATOR, HIGH COURT OF
KARNATAKA, CORPORATE BHAVAN,
NO.26-27, 12TH FLOOR, RAHEJA TOWERS,
M.G.ROAD, BENGALURU-560 001.
Tel No:080-25598671/2/3**

**TERMS & CONDITIONS OF SALE
ON
'AS IS WHERE IS AND WHATEVER THERE IS BASIS'
IN THE MATTER OF M/S. KINGFISHER AIRLINES LIMITED
(IN LIQUIDATION)
IN
OLR NO.114/2021 & OLR No.32/2022
IN
COMPANY PETITION NO. 214/2012**

1	<p>Preliminary: 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. RailTel Corporation of India Limited, on website: https://olauction.enivida.com/</p>
2	<p>Definitions and Abbreviations: Unless the context otherwise requires under the "Terms and Conditions of the e-auction Sale" the following words wherever appear means:</p>
2.1	<p>"Scheduled Property" means property more fully described in "Schedule No.1".</p>
2.2	<p>"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 M/s. RailTel Corporation of India Limited. 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.</p>

	2.3	"EMD" means "Earnest Money Deposit" and /or "Pre-Bid EMD" 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	"M/s.RICL" means "M/s. RailTel Corporation of India Limited" and further means "Service Provider/ Selling Agent".
	2.6	"Sale Notice" means the e-Auction Sale Notice published in the News Papers & Magazine 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://olauction.enivida.com/ 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 . Further, prospective bidders are required to obtain necessary airport entry pass from the respective airport authority by complying their requirements and also submitting original KYC documents such as Aadhar Card / PAN Card / Election Identity Card to visit the location of aircraft/s parkd at Delhi International Airport and Chennai International	

	Airport for inspection aircraft/s as per Schedule No.2.	
4	Buyer beware	
	4.1	Bidders are advised to ascertain on their own all information about the aircrafts prior to submission of bid in the e-Auction. The Official Liquidator does not give any guarantee on quality and condition of the aircrafts. The two aircrafts are parked in the premises of Delhi International Airport Limited and one aircraft is parked in the premises of Chennai International Airport. 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	The intending purchasers should make their own arrangements for visit to the location of aircrafts parked at Delhi International Airport & Chennai International Airport and be present at the site on the said date and time.
	4.3	The intending purchasers may take inspection of all concerned records relating the scheduled aircrafts which are available in this office godown situated at No.54/3, I Cross, Egipura Main Road, Viveknagar, Bengaluru – 560 047 on 17.04.2023 between 11.00 AM and 4.30 PM.
	4.4	Any “Bid” made shall be deemed to have been submitted after complete satisfaction of the 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)/Pre-Bid EMD	
	5.1	The Earnest Money Deposit (EMD)/Pre-Bid EMD as mentioned in Schedule 2 needs to be paid by the participating bidders through ePayment Gateway, 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 transferred to the Official Liquidator Electronically through payment Gateway. The entire PRE BID EMD of 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.
	5.2	Bidder/s who do not submit the pre-bid EMD would not be eligible to participate in E-Auction.
	5.3	Any 'e-Bid' 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.
6	Submission of Offers	
	6.1	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 not be entertained.
	6.2	Bidders are required to complete the registration formalities with M/s. RailTel Corporation of India Limited 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 intending bidders are required to submit 'Declaration' as per Performa along with Pre-bid EMD declaring their intention for buying the Scheduled Property.
	6.4	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 M/s. RailTel Corporation of India Limited) 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 " <u>Completed Auction</u> " 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 M/s. RailTel Corporation of India Limited 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, 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 M/s. RailTel Corporation of India Limited's e-Auction Website are tentative and subject to change at Seller's / M/s. RailTel Corporation of India Limited'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 / M/s. RailTel Corporation of India Limited 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 M/s. RailTel Corporation of India Limited 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 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 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 incoming e-mail.
	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/ M/s. RailTel Corporation of India Limited 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 '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 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.
	8.3	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, Bengaluru.
	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. The buyer may adjust the Pre-Bid EMD/EMD with the Final Bid amount.
	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 M/s. RailTel Corporation of India/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/ M/s. RailTel Corporation of India Ltd 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 GST as 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 aircrafts 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.
	10.4	The successful purchaser(s) shall remove their purchase item(s) from the premises of Delhi International Airport and Chennai International Airport within 30 days from the date of handing over of the same by the Official Liquidator at their own cost. Removal of aircrafts by successful bidders shall in no occasion cause damage to the immovable property/ other properties at the Delhi International Airport and Chennai International Airport. If any damage is caused, the costs and consequences of such damage shall be borne by such purchaser. All the regulatory approval, if any for shifting of aircraft/s to be obtained by the successful bidder.
11	Past dues, GST, etc.	
	11.1	Successful Bidder/purchaser shall pay GST as may be applicable, over and above the approved bid amount.
	11.2	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.
	11.3	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 Statutory Taxes, if any, (in addition to GST) as may be applicable and payable by the successful Bidder.
12	General	
	12.1	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.
	12.2	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.
	12.3	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.
	12.4	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.
	12.5	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: https://olaauction.enivida.com/
	12.6	The information in respect of the scheduled property have been stated to the best of the knowledge from the available records. The Seller/ M/s. RailTel Corporation of India Ltd, 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.
	12.7	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.
	12.8	Online Auction Processing fee will be collected from Successful /H1 bidder and it should be submitted to M/s. RailTel Corporation of India Ltd. (Charges are applicable as mentioned in SCHEDULE No. 2)

SCHEDULE No. 1

Property Details:

Lot No.	<u>DESCRIPTION</u>	Quantity	GST	LOCATION
I	Aircraft: ATR 42 – 500 Registration: VT – ADJ Serial Number: 612	2	As Applicable	Parked in the premises of Delhi International Airport Limited
	Aircraft: ATR 42 – 500 Registration: VT – ADK Serial Number: 613			
II	Aircraft: ATR 72 – 500 Registration: VT – DKH Serial Number: 739	1	As Applicable	Parked in the premises of Chennai International Airport Limited

SCHEDULE No. 2

Events of e-Auction:-

Sr. No	Events	Dates and descriptions
1	Inspection of the scheduled aircrafts	<p>Lot – I (Parked in the premises of Delhi International Airport Limited): On 10.04.2023 from 11.00 am to 5.00 pm</p> <p>Lot – II (Parked in the premises of Chennai International Airport Limited) : On 11.04.2023 from 11.00 am to 5.00 pm</p>
2	Inspection of records relating	On 17.04.2023 from 11.00

	the scheduled aircrafts which are available in this office godown situated at No.54/3, I Cross, Egipura Main Road, Viveknagar, Bengaluru - 560 047.	am to 5.00 pm
3	Pre-bid training to the intending buyers for online bidding by M/s. RailTel Corporation of India Limited (at the option of intending buyers)	In the office of Official Liquidator at Bengaluru on 18.04.2023 at 11.00 Hrs
4	Last date and time for Bidder's Online Registration.	On or before 19.04.2023 up to 17.00 Hrs
5	Pre-Bid Earnest Money Deposit (EMD)	Lot - I: IN USD 25,000 Lot - II: IN USD 7,500
6	Opening Bid/Start price	Lot - I: IN USD 1,00,000 Lot - II: IN USD 30,000
7	Mode of Payment of EMD and all other payments.	NEFT/RTGS to the M/s. RailTel Corporation of India Limited account through 'pay pre-bid EMD LINK'
8	Last date and time for online payment of EMD	On or before 20.04.2023 up to 24 Hrs
9	Auction Extension details	Number of Extension: Unlimited Prior Extension: 5 Extension of time in Minute : 10
10	Scheduled Date & time of opening and closing of e-Auction	Opening on 24.04.2023 at 14.00 Hrs Closing on 24.04.2023 at 17.00 Hrs
11	Minimum Bid Increment	Lot - I: IN USD 1,000 or in multiples thereof. Lot - II: IN USD 500 or in multiples thereof.
12	Intimation to securing the position of the H-1 Bidder (highest bidder)	Immediately after completion of e-Auction by the Service provider i.e.M/s. RailTel Corporation of India Limited
13	Full and final Payment of Bid amount (by 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.

14	Return of EMD of unsuccessful Bidders	Refund at the option of bidders except for H-1
15	Delivery of possession of the property and execution of sale deed/deed of assignment.	Upon payment of full and final sale consideration
16	Contact Person in the office of M/s.RailTel Corporation of India Ltd for any query regarding online registration or for bidding etc.	Ms. Sujatha Mob No.+91 8448288989 Mr. Gagan Mob No.+91 8448288987
17	Online Auction Processing Fee	i) For Lot - I: Successful / H1 bidder has to pay Rs.30,000/- per auction + Applicable GST, through e-payment Gateway / DD to the Service Provide i.e. M/s. RailTel Corporation of India Ltd for sale price above Rs.50 lakhs. ii) For Lot - II: Successful / H1 bidder has to pay Rs.25,000/- per auction + Applicable GST, through e-payment Gateway / DD to the Service Provide i.e. M/s. RailTel Corporation of India Ltd for sale price below Rs.50 lakhs. If the sale price exceeds Rs.50 lakhs Successful / H1 bidder has to pay Rs.30,000/- per auction + Applicable GST .

SCHEDULE No. 3

Seller's Details:

Seller's Name	OFFICIAL LIQUIDATOR ATTACHED TO THE HON'BLE HIGH COURT OF KARNATAKA
Location	'Corporate Bhavan', No.26-27, 12 th Floor, Raheja Towers,
Street	M.G. Road
City	Bengaluru – 560 001

Country	INDIA
Telephone	080-25598671/72
Fax	080-25598674
Email	ol-bangalore-mca@nic.in
Web page	1. www.olkarnataka.kar.nic.in 2. www.mca.gov.in and 3. https://olauction.enivida.com/
Contact Person	

SCHEDULE No. 4

Technical Details/Attachments:

A. HONOURABLE HIGH COURT OF KARNATAKA ORDER DATED 06032023 in OLR NO 114 OF 2021 AND OLR NO 32 OF 2022	CLICKHERE
B. VALUATION REPORT FOR LOT 1 VT ADJ MSN 612 ATR 42 500 AIRCRAFT DT 24092021 DELHI	CLICKHERE
C. VALUATION REPORT FOR LOT 1 VT ADK MSN 613 ATR 42 500 AIRCRAFT DT 24092021 DELHI	CLICKHERE
D. VALUATION REPORT FOR LOT 2 VT DKH MSN 739 ATR 72 500 AIRCRAFT CHENNAI	CLICKHERE
E. GUIDELINES FOR PARTICIAPATION	CLICKHERE

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