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

IN THE MATTER OF COMPANIES ACT, 1956 AND

IN THE MATTER OF M/S. VICTORY GLASS AND INDUSTRIES LIMITED (IN LIQUIDATION)

IN COMPANY PETITION NO. 272/2002



In pursuance of the Hon'ble High Court order dated 01.02.2023 passed in OLR.No.75/2022, the online competitive bids are hereby invited for sale of moveable assets 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 13.03.2023 from 14.00 hours to 17.00 hours.

Description of moveable assets: -

LOT	Description and address of property	Upset Price
NO.		
1.	8 wind energy generators (225KW/40KW)	Rs.51,00,000/-
	with its accessories situated at	
	Kappatagudda Hill Range, Nagavi Village,	
	Gadag District, Karnataka.	

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 movable asset of the subject matter of sale are available on website of M/s. RailTel Corporation of India Ltd. website: 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.8448288989 and Sri. Gagan 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.Vasantha Kumar, Assistant in the office of the Official Liquidator on his Mob. No. 9902220304.

Date:22.02.2023

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. VICTORY GLASS & INDUSTRIES LIMITED (IN LIQUIDATION)

OLR No. 75/2022 IN COMPANY PETITION NO.272/2002

1	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				
	throu	through e-auction to be conducted by selling agent namely M/s. RailTel			
	Corpo	Corporation of India Limited, on website: https://olauction.enivida.com/			
2	Defin	itions and Abbreviations:			
	Unles	ss the context otherwise requires under the "Terms and Conditions of the			
	e-auc	tion Sale" the following words wherever appear means:			
	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 /s. RailTe				
	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.				
	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 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	Inspe	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.					

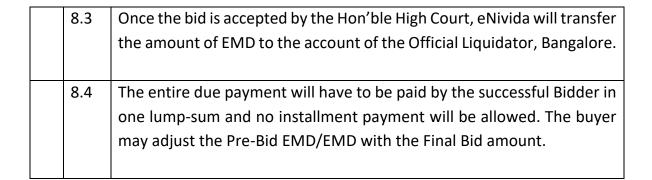
4	Buyer beware				
	4.1	4.1 Bidders are advised to ascertain on their own all information about the			
		nature of right and title, survey/Municipal/Corporation/Industrial plot			
		Nos. and respective maps, extent/area of Land, boundaries, statutory			
		sanctions or approval with respect to immovable property prior to			

	4.2	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	Earne	est 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 though 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 abovementioned 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	Subm	ission 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-Auc	tion
	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 Didders must always be least valid failing which
	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.

	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. Acceptance of the highest (H-1) bid 8 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.



	8.5	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	Forfe	iture 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	Delive	ery of Possession
	10.1	
	10.1	The possession of the property/ies shall be handed over to the
	10.1	successful purchaser/Bidder vide "Possession Memo" upon payment of
	10.1	
	10.1	successful purchaser/Bidder vide "Possession Memo" upon payment of
		successful purchaser/Bidder vide "Possession Memo" upon payment of full and final sale consideration. 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
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	10.2	successful purchaser/Bidder vide "Possession Memo" upon payment of full and final sale consideration. 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. Delivery of the scheduled property/ies as covered in this e-auction will
11	10.2	successful purchaser/Bidder vide "Possession Memo" upon payment of full and final sale consideration. 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. 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
11	10.2 10.3	successful purchaser/Bidder vide "Possession Memo" upon payment of full and final sale consideration. 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. 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. ission of draft Sale Deed for approval
11	10.2	successful purchaser/Bidder vide "Possession Memo" upon payment of full and final sale consideration. 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. 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. ission of draft Sale Deed for approval The purchaser/s of immovable property/ies shall submit a draft of Sale
11	10.2 10.3	successful purchaser/Bidder vide "Possession Memo" upon payment of full and final sale consideration. 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. 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. ission of draft Sale Deed for approval

		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 o	dues, GST, etc.					
	12.1	Successful Bidder/purchaser shall pay GST as may be applicable, over					
	12.1						
		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-a treated as a transaction subject to payment of stamp duty registration of sale deed, Statutory Taxes, if any, (in addition to be applicable and payable by the successful Bidder.				
13	Gene	al			
	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: https://olauction.enivida.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/ 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.			
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.			
13.8	Online Auction Processing fee will be collected by 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			
13.9	The successful bidder shall deposit full and final payment of bid amount within 30 days from the date of receipt of communication regarding approval of highest bid by the Hon'ble High Court and			

thereafter the successful buyers have to remove the moveable assets i.e., 8 wind energy generators (225KW/40KW) with its accessories situated at Kappatagudda Hill Range, Nagavi Village, Gadag District from the land within 30 days and hand over the peaceful possession of the vacant land to the Official Liquidator. All the regulatory approval, if any for shifting of material to be obtained by the successful bidder.

SCHEDULE No. 1

Property Details:

Lot No.	<u>LOT-1 DESCRIPTION</u> Total 8 Wind Turbine Generators (WTG)	Quantity	GST	LOCATION	
	WTG details charged to IDBI		As Applicable	Kappatagudda Hill Range, Nagavi Village, Gadag District, Karnataka.	
1	CPM1, NEPC 225 KW with Lakshmi transformer, year 1996-97	1			Gadag District,
2	CPM2, NEPC 225 KW with Lakshmi transformer, year 1996-97	1			
	WTG details charged to IFCI				
3	Nascelle Sl. No.331/95-96, 225KW/40KW, Lakshmi KEI No.3153/14, MICON Sl. No.87052-2155	1			
4	Nascelle Sl. No.333/95-96, 225KW/40KW, Lakshmi KEI No.3153/16, MICON Sl. No.87052-2169	1			
5	Nascelle Sl. No.328/95-96, 225KW/40KW, Lakshmi KEI No.3153/7, MICON Sl. No.87052- 2161	1			
6	Nascelle Sl. No.332/95-96, 225KW/40KW, Lakshmi KEI No.3153/19, MICON Sl. No.87052-2167	1			
7	Nascelle Sl. No.329/95-96, 225KW/40KW, Lakshmi KEI No.3153/18.	1			

8	Nascelle Sl. No.330/95-96, 225KW/40KW,	1	
	Lakshmi KEI No.3153/20, MICON SI.		
	No.87052-2151.		

SCHEDULE No. 2

Events of e-Auction:-

Sr. No	Events	Dates and description	ons
1	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 08.03.2023 at 11.00 Hrs	
2	Last date and time for Bidder's Online Registration.	On or before 09.03.2023 up to 17.00 Hrs	
3	Inspection of the scheduled properties	On 02.03.2023 from 11.00 am to 5.00 pm	
4	Pre-Bid Earnest Money Deposit (EMD)	Rs. 5,10,000/-	
5	Opening Bid/Start price	Rs. 51,00,000/-	
6	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'	
7	Last date and time for online payment of EMD	On or before 09.03.2023 up to 11.00 Hrs	
8	Auction Extension details	Number of Extension: Unlimited Prior Extension: 5 Extension of time in Minutse: 10	
9	Scheduled Date & time of opening and closing of e-Auction	Opening on 13.03.2023 at 14.00 Hrs	Closing on 13.03.2023 at 17.00 Hrs
10	Minimum Bid Increment	Rs. 10,000/- or in multiples thereof.	
11	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	
12	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.	

13	Return of EMD of unsuccessful Bidders	Refund at the option of bidders except for H-1
14	Delivery of possession of the property and execution of sale deed/deed of assignment.	Upon payment of full and final sale consideration
15	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.8448288989/ Mr. Gagan Mob No. 8448288987
16	Online Auction Processing fee	For Lot No.1 Successful / H1 bidder has to pay
		a. The Railtel Corporation will charge 10% on bid amount from the successful bidder for sale the sale price upto Rs. 1 lakh.
		b. Fixed amount of Rs.20,000/- + Applicable GST, through e-payment Gateway / DD to the Service Provide i.e. M/s. RailTel Corporation of India Ltd for sale price upto 20 lakhs
		c. Fixed amount of Rs.25,000/- + Applicable GST, through e-payment Gateway / DD to the Service Provide i.e. M/s. RailTel Corporation of India Ltd for sale price above 20 lakhs and up to 50 lakhs
		d. Fixed amount of Rs.30,000/- + Applicable GST, through e-payment Gateway / DD to the Service Provide i.e. M/s. RailTel Corporation of India Ltd for sale price above 50 lakhs

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, 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	 www.olkarnataka.kar.nic.in www.mca.gov.in and https://olauction.enivida.com/
Contact Person	Mr. Vasanth Kumar
	O/o. The Official Liquidator, Bengaluru. Mobile No.9902220304

SCHEDULE No. 4

Technical Details/Attachments:

A.	Hon'ble High Court order dated 01.02.2023 in OLR.No.75/2022
В.	Guidelines for registration: <u>CLICKHERE</u>
D.	Valuation Report with respect to Lot.1 <u>CLICKHERE</u>

*** THE END ***