

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

**IN THE MATTER OF COMPANIES ACT, 1956  
AND  
IN THE MATTER OF M/S. MUKUNDA INDUSTRIAL FINANCE  
LIMITED (IN PROV.LIQN)**

**IN  
OLR NO.138 /2018 IN OLR NO.83/2018 & 44/2018 IN CA No.642/2016  
IN  
COMPANY PETITION NO. 199/2011**

**SALE NOTICE**

In pursuance of the Hon'ble High Court order dated 30.08.2019 passed in OLR No.138/2018 online competitive bids are hereby invited for sale of Gold and silver articles through e-auction scheduled on 11<sup>th</sup> day of October 2019 from 14.00 hours to 17.00 hours.

**Description of Assets:-**

Lot No.	LOT DESCRIPTION	QUANTITY	
LOT No.1 (Locker No.228)	1.Gold studs 2.Gold Small Bracelet	15 Pairs 1 No	37 Gms Appx.
LOT No.2 (Locker No.196)	1.Gold Necklace 2.Gold Stud	1 No 1 Pair	37 Gms Appx
LOT No.3 (Locker No.16)	1.One pair of earrings	1Pair	2 Gms Appx.
LOT No.4 (Locker No.74)	1.Silver Cup / Tumbler	2 Nos	113 Gms Appx.
LOT No.5 (Locker No.43)	1. Gold Coins, 2.Bangles, 3. Gold Chain, 4.Bracelet 5. Ear Rings 6. Gold Coin, 7. Gold Coin	3 Nos.1Pair, 2 Nos. 1No, 1Pair 1No. 26 Nos.	362 Gms Appx
LOT No.6 (Locker No.298)	1.Silver Plate Big	2 Nos	1500 Gms Appx.
LOT No.7 (Locker No.126)	1.Silver Gilky, 2.Silver lamp 3.Ivory Pendant with gold plating	1No each	39 Gms Appx

The e-auction catalogue containing Terms and Conditions of sale containing the schedules for giving full particulars of events of e-auction guidelines for online registration, declaration to be given by the bidders and full detail of inventory of Gold and silver articles subject matter of sale are available on website: [www.mstcecommerce.com](http://www.mstcecommerce.com) and can be viewed by clicking on "forth coming e-auction" or by accessing the URL:

[https://www.mstcindia.co.in/TenderEntry/Lot\\_Item\\_Details\\_AucID.aspx?ARID=226468](https://www.mstcindia.co.in/TenderEntry/Lot_Item_Details_AucID.aspx?ARID=226468)

The intending bidders may contact Sri Satya Singh, Sr. Manager, M/s.MSTC Ltd, Bangalore on his Mobile No. 09453188305 or Contact Sri.Venkateshaiah T, Dealing Assistant in the office of Official Liquidator on his Mobile No. 9901429029 for doubts /clarifications if any on the e-auction and its procedure.

Place :Bangalore  
Date : 25.10.2019

(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

**TERMS & CONDITIONS**  
**IN THE MATTER OF: MUKUNDA INDUSTRIAL FINANCE LIMITED**  
**(IN PROV.LIQN)**

**OLR NO. 138 /2018**

**IN**

**OLR NO.83/2018 & 44/2018**

**IN**

**COMPANY APPLICATION No.642/2016**

**IN**

**COMPANY PETITION NO. 199/2011**

**Preliminary:**

1. The Hon'ble High Court of Karnataka at Bengaluru has permitted the Official Liquidator to sell the Scheduled Assets/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](http://www.mstcecommerce.com).

**Definitions and Abbreviations:**

2. Unless the context otherwise requires under the “Terms and Conditions of the e-auction Sale” the following words wherever appear means:
  - a) “Scheduled Assets” means Assets more fully described in “**Schedule No.1**”.
  - b) “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.
  - c) “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.
  - d) "High Court" means the “Hon'ble High Court of Karnataka at Bengaluru”.
  - e) “MSTC” means “MSTC Limited” and further means “Service Provider/ Selling Agent”.
  - f) “Sale Notice” means the Auction Sale Notice published in the News Papers and shall also include other information i.e. Settled “Special Terms and Conditions of Sale” governing the e-auction sale, Know your customers (KYC) Documents, required particulars for the “Online Registration of Bidders, declaration to be given by the intending bidders and all other information and document hosted on webpage: <https://mstcecommerce.com> and on URL:

[http://www.mstcecommerce.com/eauction\\_notice.jsp](http://www.mstcecommerce.com/eauction_notice.jsp) for informal guidance of the Bidders.

- g) "Seller" means 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".
3. 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](http://www.mstcindia.co.in) and <https://mstcecommerce.com>
  4. The person(s) interested in submitting quotations/offers shall submit the offers online through website: [www.mstcecommerce.com](http://www.mstcecommerce.com) . The offer/bid submitted in other mode shall not be entertained.
  5. 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. The intending Bidders are required to submit 'Declaration' as per Proforma along with pre-bid EMD declaring their intention for buying the Scheduled Assets.
  7. The prospective Bidders should comply with KYC Norms. All financial transaction towards e-auction sale of scheduled Assets 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.
  8. Bidders are advised to ascertain on their own all information about the nature 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 Assets and further regarding quantity, quality and technical specifications of movable assets 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 Assets or contest the same once he has been declared as the successful Bidder.
  9. 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.

10. Bidder/s who do not submit the pre-bid EMD would not be eligible to participate in E-Auction.
11. The bidders have to satisfy their selves about the status, condition, quantity and quality of the movables and verify with the inventory of same. Any "Bid" made shall 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 shall not be accepted.
12. 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.
13. **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.
14. Successful Bidder/purchaser shall pay GST as may be applicable, over and above the approved bid amount.
15. The information in respect of the scheduled Assets has 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.
16. 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.
17. Prospective Bidders may carry out inspection of the scheduled Assets/ies on the scheduled dates and time only with prior intimation and consultation with the official/s as detailed in **Schedule No.2**.
18. 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, 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.

19. The Sale 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 sale) & “**Terms & Conditions**” (T&C) displayed on the "Live e-Auction Floor". The Material List & T&C 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 T&C 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 T&C, and Material List. Seller / MSTC shall have the right to issue addendum to the T&C 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 T&C . 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.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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.
25. The possession of the Assets/ies shall be handed over to the successful purchaser/Bidder vide "**Possession Memo**" upon payment of full and final sale consideration.
26. The purchaser shall have to ensure the removal of assets of movable in nature from the premises within the period as prescribed in "**Schedule No. 2**".
27. No further extension of time shall be granted for removal of scheduled Assets/ies of movable in nature from the premises. In case if the purchaser fails to remove the scheduled Assets within the stipulated time, he shall be subject to penalty as may be determined by the court.
28. The scheduled Assets shall remain in every respect at the entire risk of the BUYER from the date of issue of "Possession Memo" by the SELLER.
29. 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.
30. Pre-Bid EMD of the successful Bidder will be automatically adjusted towards payment of final Bid amount by successful Bidder.
31. The entire due payment will have to be paid by the successful Bidder in one lump-sum and no installment payment will be allowed.
32. The highest Bidder will not be entitled to assign their right to buy the scheduled Assets 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.
33. Delivery of the scheduled Assets/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.

34. 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.
35. 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.
36. 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.

**SCHEDULE No.-1**

LOT NO.	LOT DESCRIPTION	QUAN TITY	GST	LOCATION
LOT No. 1 (Locker No.228)	1.Gold studs - 15 pairs, 2.Gold Small Bracelet 1 No.	37 Gms (Appx.)	As may be applicabl e	O/o. the Official Liquidator, High Court of Karnataka "Corporate Bhavan", No.26-27, 12th Floor, Raheja Towers, M.G.Road, Bengaluru-560001
LOT No. 2 (Locker No.196)	1.Gold Necklace - 1 nos., 2.Gold Stud 1 pair,	37 Gms (Appx.)	-do-	-do-
LOT No. 3 (Locker No.16)	One pair of ear rings- 1 Pair	2 Gms (Appx.)	-do-	-do-
LOT No. 4 (Locker No.74)	Silver Cup / Tumbler 2 nos.	113 Gms (Appx.)	-do-	-do-
LOT No. 5 (Locker No.43)	1. Gold Coins- 3 Nos. 2. Bangles - 1Pairs 3. Gold Chain- 2 Nos. 4. Bracelet - 1 No 5. Ear Rings - 1 Pair 6. Gold Coin - 1 No 7. Gold Coin - 26 nos	362 Gms (Appx.)	-do-	-do-
LOT No. 6 (Locker No.298)	1.Silver Plate Big- 2 Nos	1500 Gms (Appx.)	-do-	-do-
LOT No. 7 (Locker No.126)	1.Silver Gilky - 1 no 2.Silver lamp - 1 no 3.Ivory Pendant with gold plating 1 no	39 Gms (Appx)	-do-	-do-



## 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 MSTC (at the option of intending buyers)	In the office of Official Liquidator at Bengaluru on 10.10.2019 at 11.30AM.	
2	Last date and time for Bidder's <b>Online Registration.</b>	On or before 10.10.2019.	
3	Inspection of the scheduled properties	On 09.10.2019 from 11 am to 3 PM	
4	Earnest Money Deposit (EMD) for LOT No.1	Rs.9,500/-	
5	Earnest Money Deposit (EMD) for LOT No.2	Rs.10,000/-	
6	Earnest Money Deposit (EMD) for LOT No.3	Rs.500/-	
7	Earnest Money Deposit (EMD) for LOT No.4	Rs.500/-	
8	Earnest Money Deposit (EMD) for LOT No.5	Rs.1,01,000/-	
9	Earnest Money Deposit (EMD) for LOT No.6	Rs.6000/-	
10	Earnest Money Deposit (EMD) for LOT No.7	Rs.500/-	
11	Opening Bid/Start price for LOT No.1	Rs. 95,000/-	
12	Opening Bid/Start price for LOT No.2	Rs.1,00,000 /-	
13	Opening Bid/Start price for LOT No.3	Rs.2500/-	
14	Opening Bid/Start price for LOT No.4	Rs.3500 /-	
15	Opening Bid/Start price for LOT No.5	Rs.10,13,000 /-	
16	Opening Bid/Start price for LOT No.6	Rs.60,000 /-	
17	Opening Bid/Start price for LOT No.7	Rs.1000 /-	
18	Mode of Payment of EMD	Refer clause no 9 of the terms and conditions	
19	Last date and time for online payment of EMD	On or before 10.10.2019 up to 6.00 pm	
20	<b>Scheduled Date</b> & time of opening and closing of e-Auction for each Lot	<b>Opening at</b> 11.10.2019 at 14.00 hrs	<b>Closing at</b> 11.10.2019 at 17.00 hrs
21	Minimum Bid Increment	Rs.100 /- or in multiples thereof.	
22	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.	

23	Full and final Payment of Bid amount (by adjusting EMD) by successful Bidder	7 days from the date of receipt of communication regarding approval of H-1 Bid by Hon'ble High Court.
24	Return of EMD of unsuccessful Bidders	Refund at the option of bidders except for H-1
25	Delivery of possession of the Assets	Within a week from the date of approved by the Hon'ble High Court of Karnataka and payment of full and final sale consideration
26	Removal of moveable assets from the premises	Within 15 days from the date of delivery of possession.
27	Contact person in the office of the Seller for inspection of scheduled Assets/ies	Sri.Venkateshaiah T Dealing Assistant MOBILE No.9901429029
28	Contact Person of MSTC for any query regarding online registration or for bidding etc.,	Damodaran J, Branch Manager- 9841002253 Satya Singh, Sr. Manager- 9453188305
<b>NOTE: The scheduled dates are tentative and subject to change till hoisted on the website.</b>		

### SCHEDULE No.-3

<b>Seller's Name</b>	OFFICIAL LIQUIDATOR ATTACHED TO THE HON'BLE HIGH COURT OF KARNATAKA
<b>Location</b>	12 <sup>th</sup> Floor, Corporate Bhavan,
<b>Street</b>	M.G. Road
<b>City</b>	Bengaluru – 560 001
<b>Country</b>	INDIA
<b>Telephone</b>	08025598672
<b>Fax</b>	08025598674
<b>Email</b>	<a href="mailto:ol-bangalore-mca@nic.in">ol-bangalore-mca@nic.in</a>
<b>Web page</b>	<a href="http://www.olkarnataka.kar.nic.in">www.olkarnataka.kar.nic.in</a>
<b>Contact Person in the office of the seller</b>	Sri.Venkateshaiah T Dealing Assistant MOBILE No.9901429029

**SCHEDULE No – 4**  
**TECHNICAL DETAILS /ATTACHMENTS**

A. Hon'ble High Court order dated 30.08.2019 passed in OLR No.138/2018	<a href="#">CLICK HERE</a>
B. Terms and Conditions of Sale governing e-auction	<a href="#">CLICK HERE</a>
C. Guidelines for online registration	<a href="#">CLICK HERE</a>
D. Declaration to be given by the bidders	<a href="#">CLICK HERE</a>

## **GUIDELINES FOR ONLINE REGISTRATION OF BUYER**

Bidders are requested to submit the online buyer registration form by logging in [www.mstcecommerce.com](http://www.mstcecommerce.com) by clicking on “REGISTER” button. After submission of online buyer registration form, the bidders are requested to submit all below given documents - 1 set Xerox copy with Original (Verification Only) OR Duly Notarized Copies except BANK LETTER (Original Only). A Print out of “Buyer registration details” as e-Mailed from MSTC System after online registration – duly signed by authorized person. – In original also need to be submitted.

**Registration Fee** of Rs. 11,800/-(Including GST@18%) by way of DD/PO in favour of MSTC Limited or RTGS/NEFT to MSTC LIMITED , INDUSIND BANK,BANGALORE, M.G ROAD BRANCH , ACCOUNT NO.: 200000887795 , IFSC Code: INDB0000008.

### **I. Documents to be submitted In case of Companies and LLPs**

- a. Company’s PAN card
- b. Company’s GST Certificate
- c. Certificate of Incorporation
- d. Latest IT returns
- e. Memorandum and Articles of Association
- f. 2 Passport Size Photos of the authorized person
- g. Authorization Letter on Letter Head for issuance of Identity Card
- h. PAN Card/Aadhar Card of Authorized person.
- i. Account details i.e.
  - Name of account Holder
  - Account No
  - Full Address of Bank with IFSC CODE Duly certified by the Bank in the prescribed format attached below

### **II. Documents to be submitted In case of Partnership Firm**

- a. Firm’s PAN card
- b. Firm’s GST Certificate
- c. Partnership Deed
- d. Latest IT returns
- e. NOC from other Partners On Firm’s Letter Head for issue of Identity Card
- f. 2 Passport Size Photos of authorized person
- g. Authorization Letter On Firm’s Letter Head for issue of Identity Card
- h. Authorized person’s PAN Card/Aadhar

- i. Account details i.e.
  - Name of account Holder
  - Account No
  - Full Address of Bank with IFSC CODE duly certified by the Bank in the prescribed format attached below

### **III. Documents to be submitted In case of Proprietorship Firm**

- a. Proprietor's PAN card
- b. Proprietor's GST Certificate
- c. Latest IT returns
- d. 2 Passport Size Photos
- e. Account details i.e.
  - Name of account Holder
  - Account No
  - Full Address of Bank with IFSC CODE duly certified by the Bank in the prescribed format attached

### **IV. Documents to be submitted In case of Individual**

1. PAN card
2. Latest IT returns
3. 2 Passport Size Photos
4. Address Proof : Aadhar Card
5. Undertaking for not trading & personal use only
6. Account details i.e.
  - Name of account Holder
  - Account No
  - Full Address of Bank with IFSC CODE duly certified by the Bank in the prescribed format attached

After successful completion of above, the bidder's user ID and Password will be activated for participating in e-auction or bidding against the property/ies for which EMD has been remitted.

For any Queries Regarding Registration, Please Contact:

**Shri Shriyansh Jain, AM**

E-Mail: [sjain@mstcindia.co.in](mailto:sjain@mstcindia.co.in)

Landline: 080-22260054/22266417/22379145

Mobile: 07411651015

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**DECLARATION TO BE GIVEN BY THE BIDDERS**

**From: M/s.**

**Tel. No:**

**Address:**

**Fax. No:**

**E-mail:**

**PAN (Only for Indian Buyer):**

**MSTC Buyer No.:**

**Mobile:**

To,

**THE OFFICIAL LIQUIDATOR**

**ATTACHED TO HIGH COURT OF KARNATAKA**

**Corporate Bhavan, No.26-27, 12<sup>th</sup> Floor,**

**Raheja Towers, M.G.Road,**

**Bengaluru-560 001**

**Sub: Sale of properties through e-auction.**

*Ref: e-auction No.:*

1. I/We hereby declare that my/our offer is for the said property / ies as a whole unit and I/we have satisfied my / ourselves about the description of the said property / ies given in the e-auction after physical inspection & I/we hereby confirm my/our unconditional acceptance of all the terms and conditions of the e-auction. I/We have noted that these are given by the Seller without any guarantee of whatsoever nature, whether for particular or for any other description of the said property /ies.

**2. Pre-Bid EMD:**

We have deposited Pre-bid EMD by way of RTGS/ NEFT/ SWIFT Transfer vide URT/SWIFT Transfer No. \_\_\_\_\_ dated \_\_\_\_\_ for **Lot No.** \_\_\_\_\_ for a sum of Rs...../- (Indian Rupees ..... only).

Documentary proof of the Electronic Fund Transfer as specified in the e-auction catalogue is enclosed herewith.

**3. I/We, the Bidder, confirm that:**

- a. The said property /ies is being purchased by us on "**As Is Where Is, Whatever There is and No Complaint**" basis.

b. I / we have perused the relevant papers, documents etc. furnished by the Seller

**OR**

I / we have in my / our sole discretion decided not to peruse the relevant papers, documents etc. However, I undertake and confirm not to raise any claims, contentions etc. against the Seller in this regard and my / our bid is not conditional and shall not be withdrawn for whatsoever reason and if the same is accepted by you shall be binding on me / us.

I / We have done necessary legal, technical and financial due diligence with respect to the said property/ies and the bid(s) is being submitted after due consideration of relevant facts and commercial aspects and not merely based on the information provided by or representations, if any, made by the Seller and/or its officials.

c. I/ We have satisfactorily inspected the said property and/or its relevant records.

d. I am / We are legally eligible to enter into necessary agreement / contract.

e. I/We have read the entire terms and conditions of the above referred e-auction and understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions. The purchase of the property/ies by me / us is on the terms and conditions of the above referred e-auction.

f. The information revealed by me/us during the e-auction process is true and correct. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be rejected & EMD will be forfeited. The Seller will be at liberty to annul the bid(s) / acceptance at any point of time. I/We also agree that after submission of my/our bid(s) for purchase of the said property/ies is accepted by the seller and I/we fail to accept or act upon the terms & conditions of the above referred e-auction or I am / we are not able to complete the transaction within the time limit specified in the terms and conditions of the above referred e-auction for any

reason whatsoever and/or fail to fulfil any/all the terms & conditions, the Earnest Money Deposit and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited by seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by the seller

4. Copy of all the KYC documents as mentioned in Schedule No.-4 annexed with T & C and also referred in e-auction catalogue are enclosed herewith.

Yours faithfully,

**BIDDER / AUTHORISED SIGNATORY OF THE BIDDER  
(WITH SEAL/STATUS/DESIGNATION)**

**FULL NAME & ADDRESS (IN CAPITAL)**

**TELE. No.:**

**E-MAIL :**

**FAX NO.**

**DATE :**

**PLACE :**