

IN THE HIGH COURT OF KARNATKA AT BANGALORE

ORIGINAL JURISDICTION

IN THE MATTER OF COMPANIES ACT, 1956

AND

**IN THE MATTER OF M/s THE MYSORE KIRLOSKAR LIMITED
(IN LIQUIDATION)**

APART FROM THE SALE NOTICE FOLLOWING ARE THE TERMS CONDITIONS OF SALE OF LAND ABOUT 156 ACRES & 34 GUNTAS EXCLUDING QUARTERS & LAND LEASED TO M/S KIRLOSKAR INSTITUTE OF ADVANCED MANAGEMENT STUDIES, BUILDING, PLANT & MACHINERY ALONG WITH FURNITURE AND FIXTURES, VEHICLES, AND FOR DEMOLITION OF THE BUILDING AND CARTING AWAY OF DEBRIS OF M/S THE MYSORE KIRLOSKAR LIMITED, SITUATED AT YANTHRAPUR HARIHAR, DAVANGERE DISTRICT.

1. The Vendor is the Liquidator, of **THE MYSORE KIRLOSKAR LIMITED** (hereinafter referred to as the said company) which has been ordered to be wound up under the orders passed by the Honourable Court in Co.P.No.166/01 and the sale is in pursuance to the orders made by the Honourable High Court of Karnataka, Bangalore.
2. Separate sealed tenders are invited for sale of Lot I, Lot II and Lot III which should be accompanied with interest free EMD through Bank Draft/Pay Order drawn on any Nationalised/Scheduled Bank in favour of **“OFFICIAL LIQUIDATOR, HIGH COURT OF KARNATKA, BANGALORE, payable at Bangalore**, for a sum of Rs. 5 crores for Lot I, Rs. 5 crores for Lot II and Rs.10 crores for Lot III (Entire Lot). The EMD would be returned to the unsuccessful bidder by way of cheque only, within one month from the date of auction.

3. No Bank Draft/Pay Order drawn on or issued by any Co-Operative Bank/Societies/Private Banks would be accepted.
4. Inspection of the land, building, vehicles, Plant & Machinery offered/ put for auction can be had at **YANTHRAPUR, HARIHAR, DAVANGERE DISTRICT** from **10.11.2008 TO 14.11.2008** between **11.00AM and 4.00 PM**. In the event of the intending purchasers, failing to take inspection or being unable for any reason to take inspection on the date so fixed for such inspection bidders shall be deemed to have taken inspection of the said property and no complaint of whatsoever nature it may be would be entertained. Inspection would be given to only those parties/ persons who have purchased the tender form.
5. Tender form can be purchased on payment of Rs.5,000/- by way of Bank Draft/Cash payable at Bangalore from the office of the **Official Liquidator, "Corporate Bhavan", No.26-27, 12th Floor, Raheja Towers, M.G.Road, Bangalore-560 001.**
6. Last date for submitting the tender in the office of the Official Liquidator at the address given above on or before **01.12.2008 by 5 p.m.** Official Liquidator shall not be responsible for loss, misplace or not reaching of tender by post due to any reasons whatsoever it may be on or before the above said date. Tenders would be opened on **02.12.2008** at **the office of the Official Liquidator at the above-mentioned address at 11.30A.M** in the presence of Tenderers present.
7. The sale is on **'AS IS WHERE IS AND WHATEVER THERE IS BASIS'**. Rule of Caveat Emptor is applicable

8. The tenderers prior to submitting their tenders for assets are expected to visit and inspect the same at the site at their expenses as the same are being offered to be sold on **“as is where is and whatever there is basis”**. They should ascertain on their own, all information, including technical, non-technical, and actual condition etc., of the assets under sale.
9. It shall be presumed that all the facts were taken into account by the tenderer while submitting their tenders and he shall be deemed to have full knowledge of the assets, whether he inspects it or not.
10. The Land, Building, Plant & Machinery, furniture & fixtures, vehicles will be sold on **“as is where is and whatever there is basis”**. This is to say, the tenderer(s) will be deemed to have made themselves aware of the physical condition, dimension, size etc. of the assets by inspecting the assets before submitting their tender and no complaint / claim in this regard will be entertained by the Official Liquidator or High Court after the submission of the tender.
11. The sale of land, building, Plant & Machinery, furniture & fixtures, vehicles and for demolition of building and carting away debris being made by the Official Liquidator is with the sanction of the Hon'ble High Court of Karnataka and as such shall not relieve the directors or any persons who may be liable to the secured creditors as guarantors or otherwise.
12. That the successful bidder/offerer of Lot I shall have to get the vehicles, plant, machinery, furniture, fittings removed and building demolished and debris carted away within 4 months from the date of handing over the possession. The successful bidder for Lot II shall be handed over

possession of land after 5 months from the date of making payment of the entire sale consideration.

13. That in the event bidder of Lot I is not able to remove his purchased items within the given period he shall be liable to pay demurrage charges of Rs.2 lakhs per day for the excess period to which he retains the premises.
14. The Official Liquidator and the Hon'ble High Court of Karnataka reserve their right to accept or reject any offer without assigning any reasons thereof. The sale shall be subject to confirmation by the Hon'ble High Court of Karnataka and the decision of the Court shall be binding on all the parties.
15. That the successful bidder shall be liable to pay Sales Tax on the sale of Plant and Machinery, Furniture, Fixtures and vehicles as payable under the Karnataka Sales Tax Act and shall be also liable to pay Stamp Duty for Executing Sale Deed in his favour.
16. Tenderers would be given opportunity to improve upon their offer by way of participating in the inter-se bidding immediately after opening the tenders.
17. The highest bidder has to pay by way of Demand Draft/Pay Order drawn in favour of "Official Liquidator, High Court of Karnataka, payable at Bangalore, 25% of the bid amount (minus EMD) to the Official Liquidator within 7 days from the date of opening the tenders. Only on receipt of the said sum necessary report to the Court for acceptance of the offer shall be made. Failure to deposit the said sum shall lead to forfeiture of the EMD so deposited.

18. Intimation of acceptance of the offer by the Hon'ble Court shall be given to the offerer within one week from the date of order. The offerer shall pay balance purchase consideration within 30 days from the date of acceptance of the offer by the Hon'ble Court.
19. If the purchaser fails to pay the purchase money payable by him to the Liquidator within the time specified herein above and fails to adhere to the terms and conditions of sale, then the entire amount deposited by him / her till then shall be forfeited and the Official Liquidator shall be at liberty to sell the assets by conducting sale by auction or private contract without being bound to give notice in writing of his intention to sell the assets at such time and subject to such conditions and in such manner in all respects as the Official Liquidator shall think proper with due sanction and orders of the Hon'ble High Court of Karnataka, Bangalore. The deficiency in price, if any, occasioned by such second sale and all costs, charges and expenses occasioned by such subsequent sale or any attempted second sale with interest there on as may be fixed by the Hon'ble Court from the date of confirmation of the first sale shall immediately to such subsequent sale be made good and paid by the defaulting purchaser by way of liquidated damages while any enhancement of sale consideration in such subsequent sale shall not belong to such defaulting purchaser.
20. That assets put for auction shall be handed over to the successful bidder on receipt of the full sale consideration by the Official Liquidator and subject to such directions as the Hon'ble High Court may issue in the matter.
21. If the purchaser does not pay the balance amount of purchase consideration to the Official Liquidator, as directed by the Hon'ble High Court in time, Official Liquidator shall terminate the sale and forfeit the

deposit lying with him. The intending purchaser shall not retreat from bids made by them after the Official Liquidator accepts it and shall not be eligible to withdraw his offer till the finalization of sale proceedings by the Hon'ble High Court of Karnataka.

22. In case the sale is not confirmed or is set aside on any ground whatsoever the highest offerer/purchaser shall be entitled to refund of his deposit or EMD as the case may be without interest and shall not be entitled to be paid his costs, charges and expenses occasioned by his bid for the sale of the property not having been declared as purchaser thereof and incidental to the sale nor shall be entitled to any compensation / damages whatsoever.
23. The Vendor being the Official Liquidator attached to the Hon'ble High Court of Karnataka and selling the assets pursuant to the directions of the said Court, will not give any warranty or indemnity of any kind whatsoever.
24. The purchaser shall be liable to pay all taxes, cesses, if any due and payable on the sale of the properties of the company.
25. As from the date of confirmation of sale of the auction materials same shall be at the sole risk, cost of the purchaser as regards the destruction or any damage by fire, theft or otherwise whatsoever it may be and the Official Liquidator shall not be liable for the same.
26. The Hon'ble High Court has right to alter, amend or impose such other and further terms and conditions as it may deem fit and proper, in the circumstances of the case, and the said terms and conditions apart from already specified above will be binding on all the parties concerned.

27. Conditional offers will not be entertained.
28. The tender should be accompanied by the stipulated EMD and any Tender without EMD or with insufficient EMD will be rejected and such tenderers will not be allowed to participate in further proceedings including inter-se bidding.
29. The envelope containing the offer should be superscribed with words **“TENDER FOR PURCHASE OF ASSETS OF *THE MYSORE KIRLOSKAR LIMITED* (IN LIQUIDATION)” FOR THE ENTIRE ASSETS OR FOR THE RESPECTIVE LOTS** as the case may be and should reach the office of the **Official Liquidator, “Corporate Bhavan”, No.26-27, 12th Floor, Raheja Towers, M.G. Road, Bangalore-560 001 by 01.12.2008 up to 5.00 p.m.** Tenderers sending their tenders by mail will do so solely at their own risk and the Official Liquidator will not be responsible for any loss in transit or postal delay.
30. Person who has signed the tender form or his authorized representative would be allowed to participate in the tenders opening proceedings and negotiations and make bid for the purchase of assets. Only two persons would be allowed to inspect the factory
31. Prospective bidders are advised to quote their offer in the prescribed form.
- 32.** No nomination facility is provided.
33. The assets sold will be considered as handed over on the spot when a handing over note is signed by the Official Liquidator .The purchaser will have to

remove and shift sold items of Lot I within the time given supra at his sole cost and expenses in case if he has purchased Lot I.

Sd/-
(ARVIND SHUKLA)
OFFICIAL LIQUIDATOR
HIGH COURT OF KARNATAKA

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
OFFICE OF THE OFFICIAL LIQUIDATOR, “CORPORATE BHAVAN”,
NO.26-27, 12TH FLOOR, RAHEJA TOWERS,
M.G.ROAD, BANGALORE – 560 001.
M/S MYSORE KIRLOSKAR LIMITED (IN LIQN)

NOTICE INVITING SEALED TENDERS

Pursuant to the orders of the Honourable High Court, sealed tenders are invited for the sale of Land, Building, Plant & Machinery, Furniture & fixtures, vehicles and for demolition of building and carting away of debris of the company situated at **Yanthrapur, Harihar, Davangere District** on “as is where is and whatever there is basis” in three lots.

LOT-I: Plant & Machinery, buildings, Current Assets, Furniture & Fixtures and Vehicles building to be demolished and debris to be carted away.

a) Plant & Machinery: Favoretto TD 200 slide way grinder, Boeringher, HMT Radia Drilling Machines, Devlieg Jig Mills, Landis Cylindrical Grinders, 500 CNC turning Lathe, Batliboi Drilling machines, shell Molding Machines, D.G. Sets, etc.,

b) Buildings: i) Main Foundry, Pattern Shop, Machine Shops, R&D Building, administrative building, Assembly Shop, Guest Houses etc.,
ii) Building: (Bank of Maharashtra) situated at Harihar Town, Harihar.

c) Current assets: Semi finished Lathes, Turnmasters etc.,

d) Furniture & Fixtures: Office tables, fans, cupboards, racks, chairs, geysers, sofa sets, etc.,

e) Vehicles: Buses, Lorries, Jeeps, Fork Lift, Trucks, Trolleys, Cars etc.,

LOT -II LAND: The extent of the land is 156Acres & 34Guntas. This is excluding land under quarters & land leased to M/s kirloskar Institute of Advanced Management Studies. Details of land survey number is given in the terms and conditions of sale. Bidders are requested to verify themselves about the extent of land and may also refer to the map for knowing the boundaries.

LOT-III (LOT-I & II Entire Assets) Land, Building, Plant & Machinery, Furniture & fixtures, vehicles

Description	EMD (Rs. In Crores)
Lot I (plant & machinery, building, furniture & fixtures, vehicles, building to be demolished and debris to be carted away.	5
Lot II - Land	5
Lot -III (Lot I & II Entire Assets) i.e., Land, Building, Plant & Machinery, Furniture& fixtures, vehicles	10

The above assets will be sold as “**Lot –I, Lot II & Lot III (Entire Assets)**” by inviting sealed tenders. The Sealed Tenders in the prescribed tender form should reach the undersigned at the address given above **on or before 01.12.2008.** The sealed tenders are to be addressed to the Official Liquidator superscribing on the envelope “**Tender for purchase of Assets of THE MYSORE KIRLOSKAR Limited (In Liquidation) for the entire lot or for the respective lots as the case is and** should be accompanied by requisite interest free **EMD of 5 Crores for Lot I and 5 Crores for Lot II, Rs.10 Crores for the entire lot,** by way of Demand Draft/Bankers Cheque drawn on any Nationalized or Schedule Bank in favour of “**The Official Liquidator, High Court of Karnataka**” payable at **Bangalore.** The EMD would be returned to the unsuccessful bidder by way of cheque only, within one month and will not carry any interest. No Nomination facility is provided.

Inspection of the properties would be given to the prospective bidders/tenderers **from 10.11.2008 to 14.11.2008 from 11.00 a.m. to 4.00 p.m.** at the factory premises situated at **Yanthrapur, Harihar, Davangere District**

The Sealed Tenders will be opened at **the office of the Official Liquidator at the above mentioned address on 02.12.2008 at 11.30A.M** in the presence of the secured creditors and tenderers, and tenderers will be given an opportunity to have interse-bidding among themselves to improve upon their offers. Official Liquidator does not give guarantee about the workability of the machines. Bidders have to judge about the same themselves.

The Honourable High Court / Official Liquidator reserves the right to cancel or reject the highest offer or cancel the tender without assigning any reason.

The sale is subject to the confirmation of the Honourable High Court of Karnataka.

Terms and conditions and further information can be had from the office of the undersigned on any working day, or from the website: www.olkarnataka.kar.nic.in. www.companyliquidator.gov.in/ www.mca.gov.in

Tender Forms can be purchased from the office of the undersigned at the address given above on payment of Rs. 5,000/- by way of cash or demand draft on any working day between 11.00 a.m. to 5.00 p.m.

Sd/-
**OFFICIAL LIQUIDATOR
HIGH COURT OF KARNATAKA.**