

HON'BLE JUSTICE S. P. TALUKDAR COMMITTEE
5 Council House Street, Kolkata - 700 001

**Notice of E -
Auction / Sale**

**PUBLIC NOTICE FOR E-AUCTION FOR SALE OF IMMOVABLE PROPERTIES RELATING
TO VIBGYOR ALLIED INFRASTRUCTURE LIMITED,
MPS GROUP OF COMPANIES & PAILAN GROUP OF COMPANIES**

Pursuant to Hon'ble High Court of Calcutta (hereinafter referred to as "HC") Judgment dated December 23, 2015 passed in M.A.T. 559 of 2015 with CAN 3608 of 2015 with CAN 11187 of 2015 with CAN 11464 of 2015 in MPS Greenery Developers Ltd versus Bhaskar Dasgupta & Ors., Hon'ble Justice Sailendra Prasad Talukdar has been appointed as one man committee (hereinafter referred to as "the Committee") for liquidating the assets of the MPS Group of companies and repaying the investors.

Subsequently, Hon'ble High Court of Calcutta vide order dated February 15, 2017 in WP 24667(W) of 2015 with WP 16946(W) of 2015 and other writ petitions referred the matter related to Vibgyor Group of Companies to the Committee; and vide order dated April 6, 2017 in WP No. 27330 (W) of 2015 – Namendu Nath Bhattacharjee & Ors. vs. State of WB & Others and other writ petitions, referred the matter of Pailan Group of Companies also to the Committee. The Committee has directed Securities and Exchange Board of India (hereinafter referred to "SEBI") to proceed with auction of select properties of M/s Vibgyor Allied Infrastructure Limited, MPS Group of companies and Pailan Group of Companies (hereinafter referred to "Vibgyor/MPS/Pailan"). Accordingly, CBRE (hereinafter referred to as "Agency 1") has been engaged by SEBI to assist it in sale of the properties of Vibgyor and Adroit (hereinafter referred to as "Agency 2") has been engaged by SEBI to assist it in sale of the properties of MPS mentioned herein, through e-auction platform on "as is where is and whatever there is" basis.

M/s e-Procurement Technologies Limited has been appointed as the e-auction provider and online registration & e-auction will be conducted through <https://sebieauction.abcprocure.com>.

TERMS & CONDITIONS OF TENDER-CUM-E-AUCTION

1. Auction shall be by way of online electronic bidding through the link provided in the website of e-Procurement Technologies limited i.e. **<https://sebieauction.abcprocure.com>**. All interested bidders shall fill online form available on e-Auction domain with necessary details and obtain a user name and password. The bid may be submitted online.
2. What is proposed to be sold is the right(s) of Vibgyor/MPS/Pailan in respect of property under sale. The property (ies) shall be sold on 'as is where is' and 'whatever there is' basis, subject to encumbrances, litigations, attachments and liabilities, if any, without recourse to the Committee/SEBI/Agencies. The extent of the property(ies) shown in the Notice of Sale is as per the details submitted by Vibgyor/MPS/Pailan. Hence, Committee/SEBI/Agencies shall not be responsible for any variation in the extent due to any reason.
3. Intending bidders are advised to peruse copies of title deeds, available on the website of **<http://www.justicesptalukdarcommittee.com/>** and to undertake any verification of the identity and

correctness of the property details, encumbrances with the Sub-registrar's office as well as revenue records, to their satisfaction, **without recourse to SEBI, Committee and/or the Agencies.**

4. The sale shall be by Tender-cum-E-Auction to the highest bidder subject to confirmation by the Committee.
5. Bidders may participate in the e-auction online from India or outside India. Therefore, the intending purchaser shall participate in the E-Auction on his own behalf and no third party intervention, like authorised agent/representative, would be permitted, except as provided in condition 1.
6. The successful bidder shall bear the charges/ fee payable as per law for conveyance of property such as applicable stamp duties/ additional stamp duty/ transfer charges, registration expenses, fees, etc. for transfer of the property in his / her name. All taxes shall be borne by the purchaser.
7. The E-Auction service provider shall allot a login/ user ID and password to the intending bidders for participating in the E-Auction on entering the necessary details on the website stated above. Thereafter, the intending bidders shall fill up the Bid Form online, upload self-attested copy of any valid photo identity/ address proof (KYC) viz. self-attested copy of Voter ID Card/ Driving Licence/ Aadhar Card/Passport and self-attested copy of the PAN Card at the above website, following the instructions therein. In case the bidder is not having a PAN Card, he/ she shall submit an affidavit on a Rs.20/- non-judicial stamp paper, stating the reasons for exemption from Rule 114B of the Income Tax Rules, 1962.
8. The intending bidder is required to submit their EMD **on or before 27.09.2021** up to 5.00 P.M in favour of Justice S. P. Talukdar Committee, through NEFT/RTGS **followed by an intimation** to respective email IDs as detailed in table below. The details of Bank and Account Number for transfer of money to the Committee for each group company are as under:

TABLE 1:

Name of the Company/Group Company	Bank Details (including IFSC Code)	Account Number	Intimation to be sent to
For purchasing properties of Vibgyor Group of Companies	State Bank of India, Specialised Institutional Banking (SIB) Kolkata, Samriddhi Bhavan, 4 th floor,1, Strand Road, Kolkata – 700001 [IFS Code– SBIN0014524	38239833474	subhradeep.bhattacharjee@cbre.com , kaustav.mukherjee@cbre.co.in , support@auctiontiger.net , sptcwb@gmail.com and recoveryero@sebi.gov.in .
For purchasing properties of MPS Group of Companies		35715009424	auction@adroitvaluation.com , support@auctiontiger.net , sptcwb@gmail.com and recoveryero@sebi.gov.in .
For purchasing properties of Pailan group of Companies		38146040718	support@auctiontiger.net , sptcwb@gmail.com and recoveryero@sebi.gov.in .

9. The service provider shall provide training to the registered bidders, at their request, before the date of auction. Prospective bidders may avail online training on e-auction from M/s. e-Procurement Technologies Limited.
10. Committee/SEBI/the Agencies/M/s. e-Procurement Technologies Limited shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.
11. The registered bidder shall log in to the auction portal with the user ID and password provided by the e-auction service provider at the commencement of auction. The Bidder shall not be entitled to withdraw the bid/s once submitted on payment of EMD. In case the Bidder failed to participate in the bid process, the EMD amount shall be forfeited. However, if the auction is adjourned for any reason, the bidders may opt to withdraw from the auction. Such decision to withdraw shall be intimated to the Agency and the e-auction service provider before the revised last date of submission of bids through the registered e-mail ID and seek a refund of EMD.
12. The highest bidder shall be declared the successful bidder and he/ she will be intimated at the registered e-mail ID, immediately after closure of auction.
13. **Inspection.** The inspection of the aforesaid property(ies) will be allowed to the intending bidders at the date & time specified in the advertisement for respective property(ies) (as mentioned in Table 1 above). For inspection, intending bidder may submit /mail their request to the concerned Agency (at subhradeep.bhattacharjee@cbre.com, kaustav.mukherjee@cbre.co.in for properties of Vibgyor group and auction@adroitvaluation.com for properties of MPS Group), SEBI (recoveryero@sebi.gov.in, for all properties) and JTC (Mr. Sunil Kumar Jana, Joint Secretary, sptcwb@gmail.com, for all properties), **on or before September 10, 2021**. The inspection of the scanned copies of only those documents, which have been submitted to SEBI/Committee by Vibgyor/MPS/Pailan, shall be made available to the intending bidders on e-auction Portal after completion of registration process. However, any person may participate in the bidding process without inspection of the properties. It shall be the responsibility of the bidders to inspect the properties and documents relating thereto and satisfy themselves about the title before submitting their bid in e-auction.
14. Intending bidders may avail online training on e-auction from M/s. e-Procurement Technologies Limited before the date of auction. **The intending bidders are advised to register themselves on e-auction Portal well in advance and get their authorised representatives trained for submission of bid on e-auction Portal.**
15. The e-Auction shall commence strictly at the scheduled time and above the highest quotation received (not below the "Reserve Price"). The bids shall be in multiples of the Bid Increase Amount provided in the **Table-1**. Since the closing time of the auction is system controlled, the time shall get automatically extended by five minutes if any bid is received during the last five minutes, i.e. while active bid is in process.
16. The successful bidder shall have to deposit 25% of the successful bid amount including the EMD amount already paid, within 1 week from the closure of the auction. The balance amount (75% of bid amount) and 1% of highest bid amount (poundage fee) shall be deposited within 1 month from closure of auction, to the respective account number mentioned at Table 1 above. All the payments shall be made through RTGS/NEFT to the abovementioned account number, and shall be intimated at support@auctiontiger.net

, sptcwb@gmail.com and recoveryero@sebi.gov.in immediately. If the said amount is not paid within the specified time, the cost of the auction shall be recovered from the deposit money and the balance shall be forfeited. All charges including dues to any authority, conveyance, withhold tax, stamp duty, etc. shall be borne by the successful bidder only.

17. The sale shall become absolute after thirty days unless cancelled by Committee without assigning any reasons for the reasons to be recorded or unless otherwise directed by the Hon'ble High Court of Calcutta.
18. The "Certificate of Sale" shall be issued by Committee, to the successful bidder within 45 days from the closure of auction, provided all the conditions of sale are fulfilled. No request for inclusion/ substitution of names, other than those mentioned in the bid, in the Certificate of Sale shall be entertained.
19. The sale shall be stopped, postponed or cancelled, if so, directed by the Committee or the Hon'ble High Court of Calcutta.
20. Any complaint arising out of this auction process shall be decided by the Committee/HC. However, Committee/SEBI/the Agencies shall not be liable for any issues relating to e-Auction platform, failure of internet connection, server problems, etc.
21. The payment of all statutory / non statutory dues, taxes, rates, assessments, charges, fees, etc. owing to anybody shall be the sole responsibility of successful bidder only.
22. In case of postponement/cancellation/ adjournment of sale for any reason, no fresh notice will be given. However, the new date of sale will be notified on the websites of SEBI i.e. www.sebi.gov.in , the Committee i.e. <http://www.justicesptalukdarcommittee.com/> and on e-auction service portal i.e. <https://sebiauction.abcprocure.com>. The adjournment dates and time for submission of tenders will also be available on the SEBI's website: - www.sebi.gov.in and on the website of the e-auction service provider i.e. <https://sebieauction.abcprocure.com>.
23. The decision of Committee declaring the successful bidder shall be final and binding on all the Bidders.
24. EMD of unsuccessful bidder shall be refunded without any interest only after the completion of the auction process.
25. All conditions of sale shall be governed by this **Tender-Cum-E-Auction** read with Sale Notice dated **September 04, 2021**, the applicable provisions of law and the directions of the Committee and Hon'ble High Court of Calcutta.
26. All and any dispute arising regarding sale of property through this e-auction, rights on the property and any claim on the property shall be subject to the exclusive jurisdiction of the Committee and Hon'ble High Court of Calcutta.

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E - AUCTION SALE SCHEDULE (TABLE-2)

S. No.	Description	Reserve Price *	EMD (10%)	Date & Time of Inspection	Bid Increase Amount (In Rs.)	Date & Time of E-auction
VIBGYOR ALLIED INFRASTRUCTURE LTD						
V2	Office space measuring 2612 Sq.ft. (SBUA), being No. A, Sweety Plaza, Third Floor, Holding No. 1, Rajendra Bag Road, Ward No. 3, Serampore Municipality, District Hooghly	1,11,59,770	11,15,977	17.09.2021 - 11 AM to 2 PM	Rs. 1,00,000/- (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM
V4	G+4 structure with six cottah of land, Premises No. 87, Dr. Suresh Sarkar Road, Holding No. 110 (Old No. 3), Sub-Division E, Division IV, Ward No.55, P.S.-Entally, Kolkata Municipal Corporation, Kolkata-700014	5,72,44,000	57,24,400	20.09.2021 - 11 AM to 2 PM	Rs. 1,00,000/- (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM
V5	Premises No. 25, CIT Road, Ward No. 55, P.S Entally, Kolkata – 700014. Land 3 Cottahs 1 Chatack 33 Sq.ft. with 5 storied building - Ground Floor 808 Sq. ft. (5 Shops) remaining floors – 1150 Sq.ft. each. Total floor area 4600 Sq.ft.	2,58,53,032	25,85,303	20.09.2021 - 11 AM to 2 PM	Rs. 1,00,000/- (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM

MPS GROUP OF COMPANIES						
M2	Land & 5 Storeyed Building at Plot No. P- 167, Lake Town, Block - B, P.S. Lake Town, Kolkata – 700089 Area: 4.003 kotta & 9982.48 sft	6,21,22,500	62,12,250	14.09.2021 1- 11 AM to 2 PM	Rs. 1,00,000 (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM
M3	Land & 3 Storeyed Building at Plot No. P- 75, Lake Town, Block - B, P.S. Lake Town, Kolkata – 700089 Area: 3.580 kottah & 3700 sft	2,73,26,700	27,32,670	14.09.2021 1- 11 AM to 2 PM	Rs. 1,00,000 (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM
M4	Flat on 4 th Floor at Plot No. P-104A, Lake Town, Block – B, P.S. Lake Town, Kolkata – 700089 Area: 1700 sft	72,67,500	7,26,750	14.09.2021 1- 11 AM to 2 PM	Rs. 50,000 (Rs. Fifty Thousand)	04.10.2021 - 11 AM to 1 PM
M5	Land & 5 Storeyed Building at P – 38A, Lake Town, Block – B, P.S. Lake Town, Kolkata – 700089 Area: 4.194 kottah & 7057.50 sft	3,98,05,200	39,80,520	14.09.2021 1- 11 AM to 2 PM	Rs. 1,00,000 (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM
M6	Land & 3 Storeyed Building at Plot No. 90, Block – CA, Sector – I, Salt Lake City, P.S. Bidhannagar (North), Kolkata – 700064 Area: 4.250 kottah & 4012.86 sft	4,08,06,000	40,80,600	14.09.2021 1- 3 PM to 4 PM	Rs. 1,00,000 (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM
M7	Commercial space at 102, 1 st Floor, OM TOWER, 32, Chowringhee Road, Kolkata – 700071 Area: 3000 sft	8,68,50,000	86,85,000	20.09.2021 1-3 PM to 4 PM	Rs. 1,00,000 (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM

M8	Land & Structure at Mouza-Kaikhali, J.L. No. 5, Karkhana Gali, P.S. Airport, Kolkata – 700136 Area: 3.004 kottah & 1200 sft	67,54,500	6,75,450	15.09.202 1- 11 AM to 2 PM	Rs. 50,000 (Rs. Fifty Thousand)	04.10.2021 - 11 AM to 1 PM
M9	Land & Structure at Mouza-Kaikhali, J.L. No. 5, Municipal holding no. 1010, Karkhana Gali, P.S. Airport, Kolkata – 700136 Area: 2 kottah	37,73,700	3,77,370	15.09.202 1- 11 AM to 2 PM	Rs. 50,000 (Rs. Fifty Thousand)	04.10.2021 - 11 AM to 1 PM
M10	Vacant land at Mouza-Kaikhali, J.L. No. 5, RS/ LR DAG no. 85, Karkhana Gali, P.S. airport, Kolkata – 700136 Area: 22.0375 kottah	4,36,33,800	43,63,380	15.09.202 1- 11 AM to 2 PM	Rs. 1,00,000 (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM
M11	Land & Structure at Mouza-Kaikhali, J.L. No. 5, RS Khatian no. 571, L.R. khatian no. 718, RS Dag. No. 91 Kolkata – 700131 Area: 2 Kottah 14 Chitaks 15 Sft & 364 sft	37,48,001	3,74,800	15.09.202 1- 11 AM to 2 PM	Rs. 50,000 (Rs. Fifty Thousand)	04.10.2021 - 11 AM to 1 PM
M12	Land & Structure at Mouza-Kaikhali, J.L. No. 5, RS Khatian no. 571, 263 L.R. khatian no. 718 RS Dag no.90, L.R. 90, B.M.C, P.S. – Airport Area: 35 Kottah 6 chitak 8 sft & 4935 sft	3,87,83,820	38,78,382	15.09.202 1- 11 AM to 2 PM	Rs. 1,00,000 (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM
M13	Land at Mouza- Hatisala, JL no.9, G.P.Benatata-II, RS Khatian no. 640 , 642 & 778, RS. Dag. 850 & 857, P.S. – Kolkata Leather Camp Area: 120.53 Dec	7,98,69,888	79,86,989	15.09.202 1- 3 PM to 4 PM	Rs. 1,00,000 (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM

M14	G+4 Building with garage at P 198/1, Block J, New Alipore, 24 Bankim Mukherjee Sarani, Kolkata -700053 Area: SBA of 1422 + 1722 + 1722 + 1722 + 1728 + 300 Sft	5,87,60,400	58,76,040	16.09.202 1- 2 PM to 4 PM	Rs. 1,00,000 (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM
PAILAN GROUP OF COMPANIES						
P1	District: South 24 Parganas Mouza: Banhoogly, JL No. 65 RS Khatian No. 730, Dag No. RS-2314, 2315, 2316 RS Khatian No. 848, 646, Dag No RS-2317 RS Khatian No. 721, Dag No. RS-2318, 2319, 2320 RS Khatian No. 1189, Dag No. RS-2299 RS Khatian No. 730, Dag No. RS- 2312 Mouza: Sripur Bagherghole, JL No. 59; RS Khatian No. 829, Dag No. RS-1180; LR Khatian No. 298, Dag No. LR-1752 Total Area: 87.83 Dec along with 3 storied Building & movable properties (7000 Sq ft structure area)	2,01,43,562	20,14,356	16.09.202 1- 11 AM to 1 PM	Rs. 1,00,000 (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM
P2	Mouza: Sripur Bagherghole, JL No. 59; LR Khatian No. 392, RS-412, LR-790 (Area 10.52 decimal)	95,62,501	9,56,250	16.09.202 1- 11 AM to 1 PM	Rs. 1,00,000 (Rs. One Lakh)	04.10.2021 - 11 AM to 1 PM

Note:

The Intended Bidders are advised to note the following–

1. Read the terms and conditions of sale before submitting the bids.
2. Download and keep a copy of duly filled-in uploaded bid application, Terms and Conditions of Tender-Cum-E-Auction as well as the Notice of Sale published in the dailies for their future reference.
3. The sale deed wise details of above property(ies) shall be made available to all Intending bidders on e-auction platform. The Intending bidder shall inspect the details of the property from the local Municipal Authority, Development Authority, Improvement Trust, Municipal Body concerned or any offices /agencies and satisfy themselves before taking part in the auction process. The Committee/SEBI/the Agencies has not provided any representation or assurance with regard to the encumbrances / liabilities attached to the Properties and shall not be responsible, in any way, for the veracity of information provided hereinabove.
4. Retain the EMD and other deposit challans, etc. in safe custody for future reference.

Annexure Schedule

Sl.No	Particulars
Annexure-I	Bid Form & Declaration from Intending Bidder
Annexure-II	General Guidelines to Bidder
Annexure-III	Technical Terms and Conditions of Online Auction Sale

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BID FORM

(Read carefully the terms and conditions of sale before filling-up or submitting the bid-form)

S. No.	Particulars	Details
1	Name of the Bidder(s) (in Capital Letters)	
2	Father's/ Husband Name [#]	
3	Name of Authorised Signatory [#]	
4	Postal / Registered Address	
5	PAN*	
6	Details of KYC Document (S.No/ Ref. No. of Document)	
7	Phone No./ Mobile No.	
8	Email ID	
9	Property details (as per advertisement)	
10	EMD Remittance	Date of remittance
		Bank & Branch
		A/c. No.
		IFSC Code
		UTR No.
11	Date of submission of bid	
12	Bid amount	Rs. (in number)
		Rs. (in words)
13	Bank Account to which EMD to be returned	Bank & Branch
		A/c. Holder
		IFSC Code
14	Name of Authorised Official to participate in the e-auction	

* In case the bidder is not having a PAN Card, he/ she shall submit an affidavit on a **Rs.20/-** non-judicial stamp paper, stating the reasons for exemption from Rule 114B of the Income Tax Rules, 1962.

As applicable

I declare that I have read and understood all the terms and conditions of auction sale and shall abide by them.

(Signature of the Bidder)

DECLARATION

(To be submitted along with Bid Form)

Date:

To
Hon'ble Justice S.P. Talukdar Committee
5 Council House Street, Kolkata- 700 001
Sir,

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Online Auction process.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our bid and that the particulars of remittance given by me/us in the bid form is true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. 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 cancelled and in such case, the EMD and other deposit paid by me/us is liable to be forfeited by the Committee and the Committee will be at liberty to annul the offer made to me/us at any point of time.
4. I/We also agree that after my/our offer given in my/our bid for purchase of the assets is accepted by the agency and I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited, without notice to me/us.
5. I/We understand that in the event that the successful Bidder fails to comply with the Terms and Conditions of the Sale and the Committee in its sole discretion offers the property(ies) to me/us to our highest offered bid then I/We are unconditionally bound to comply with the Terms and Conditions of Sale. And in the event of I/we failing to comply with the same, I/We agree that the Committee is entitled to forfeit the EMD deposited, without notice to me/us. I/We also understand that the EMD of all Bidders shall be retained by SEBI and returned only after the successful conclusion of the sale of the properties. I/we state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.
6. I/We understand and accept that the decision taken by the Committee in all respects shall be binding on me/us.
7. I/We also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.
8. I/We declare that, we are not directly or indirectly a Related Party *qua* Vibgyor Allied Infra Ltd and/or MPS Group of Companies and/or Pailan Group of Companies. In the event, the Committee/Hon'ble High Court of Calcutta discovers or is of the opinion, that I/we are a "Related Party" as aforesaid, Committee is entitled to cancel our "Bid" and is entitled to forfeit the bid amount, EMD or any other money deposited by me/us and/or cancel the sale, without notice to me/us.

Name:

Address:

E-mail ID:

Mobile:

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GENERAL GUIDELINES TO BIDDERS

1. Nature and Object of Online Sale:

- (a) The online e-auction sale is with the object of Free and Fair Sale, Transparency and for achieving best-possible recovery of public money.
- (b) All conditions of sale shall be governed by the directions of the Committee, the terms and conditions of the Tender-Cum-E-Auction, Notice of Sale dated **September 04, 2021** and the applicable provisions of law.

2. Caution to bidders:

- (a) Property (ies) is sold on “as is where is”, “whatever there is” and "no complaint" basis.
- (b) Bidders are advised / cautioned to verify with the Sub Registrar's Office as well as the Revenue Records and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.
- (c) Bidders are advised to go through all the terms and conditions of sale given in the tender document and also in the dailies (Advertisement) before submitting the bid and participating in the online bidding/auction.

3. Inspection of Property:

- (a) Property (ies) may be inspected by the intending bidders on the date(s) and time given in Table 2 above and also in the notice of sale/tender document and the Advertisement.
- (b) For inspection, intending bidder may submit /mail their request to the concerned Agency (at subhradeep.bhattacharjee@cbre.com, kaustav.mukherjee@cbre.co.in for properties of Vibgyor group and auction@adroitvaluation.com for properties of MPS Group), SEBI (recoveryero@sebi.gov.in, for all properties) and JTC (Mr. Sunil Kumar Jana, Joint Secretary, sptcwb@gmail.com, for all properties), **on or before September 10, 2021.**
- (c) Bidders are advised to inspect the property and documents relating thereto and satisfy themselves regarding the physical nature, condition, extent, etc. of the property properties.
- (d) **Bidders shall be bound by the principle of *caveat emptor* (Buyer Beware).**
- (e) Complaints, if any, in the matter of inspection shall immediately be brought to the notice of Agencies/Committee/HC.
- (f) Bidders may inspect and verify the scanned copies of the title deeds and other documents relating to the property made available to SEBI/Committee by Vibgyor/MPS/Pailan and which will be available to the intending bidder(s) on e-auction Portal upon completion of registration.

4. Submission of bid forms:

- (a) Bids in the prescribed format given in the notice for sale/tender document shall be submitted “online” through the portal of e-auction service provider.
- (b) Bids shall be submitted online before the last date and time given in the sale notice/tender document.
- (c) Bid Form shall be duly filled in with all the relevant details.
- (d) Bidders residing outside India/NRIs/PIOs/Bidders holding dual citizenship shall submit photo page of his/her valid Indian Passport.
- (e) Only self-attested copy of PAN Card, Aadhar Card, Passport, Voter’s ID, Valid Driving License or Photo Identity Card issued by Govt. and PSU shall be accepted as the identity document and be submitted along with the Bid Form.
- (f) Original Identity Document, copy of which is submitted along with the Bid Form, should be produced on demand.

5. Earnest Money Deposit (EMD):

- (a) The bid shall be accompanied by the EMD as specified in the notice of sale/tender document.
- (b) EMD and other deposits shall be remitted through NEFT/RTGS Transfer to the Bank account as specified in Table 1 above and also in the Notice of Sale/Tender document followed by intimation as specified in Terms and Conditions, Point 8 (Table 1). The details of EMD deposited such as draft number, UTR Code, challan number etc. shall be duly filled on the e-auction portal on or before the last date for submission of EMD.
- (c) Bidders shall not disclose remittance details of EMD, UTR Code, etc. to anyone to safeguard its secrecy.
- (d) Bidders shall preserve the remittance challan and shall produce the same as and when demanded.
- (e) Bid form without EMD shall be summarily rejected.
- (f) All details regarding remittance of EMD shall be entered in the Bid Form.
- (g) EMD, either in part or in full, is liable for forfeiture in case of default.
- (h) Part payment of EMD will also be treated as default and will be forfeited.
- (i) In case the bidders have successfully paid the EMD, but do not participate in the bidding process, the EMD amount shall be forfeited.

6. Bid Multiplier:

- (a) The bidders shall increase their bids in multiples of the “Bid Increase Amount” specified in the **Table-2**.

7. Duration of Auction sale:

- (a) Online auction sale will start automatically on and at the time given in the Notice of Sale /Tender Document.
- (b) The e-Auction shall commence strictly at the scheduled time and above the highest quotation received (not below the “Reserve Price”). Auction/Bidding time shall initially be for a period of one hour and the closing time of the auction is system controlled; the time shall get automatically extended by five minutes if any bid is received during the last five minutes, i.e. while active bid is in process and kept open till the auction-sale concludes.

- (c) In case any market-leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the bidding time shall be extended automatically by five minutes and in case no bid higher than last quoted highest bid is received within the said extended five minutes, the auction sale shall automatically get closed at the expiry of the extended five minute. There shall thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.
- (d) Bidders are advised to enter their bid accordingly keeping in mind the five minutes duration.
- (e) No complaint on time-factor or paucity of time for bidding shall be entertained.

8. Online Bidding:

- (a) Auction/ bidding shall be online bidding through the portal provided by the service provider.
- (b) Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- (c) No request/complaint of wrong bidding shall be entertained for cancelling the sale and in such case, the EMD in full shall be forfeited.
- (d) Bidders may, subject to conditions of e-auction service provider, avail pre-auction training and/or for demo/mock auction-sale.

9. Declaration of successful bidder:

- (a) Highest bid will be provisionally accepted on “**subject-to-approval**” basis at closure of auction and the highest bidder shall not have any right/title over the property until the sale is intimated/confirmed in his favour by the Committee.
- (b) Intimation shall be sent to the highest bidder through e-mail. Date of sending e-mail will be considered as the date of intimation. In case no intimation reaches, bidders are expected to take efforts to find out status from Agency. Non-receipt of intimation should not be an excuse for default/non-payment.

10. Deposit of purchase price:

- (a) The bidder declared successful, shall pay within 1 week from the closure of the auction, a deposit of 25% (less EMD already paid) of the amount of his successful bid. All the payments shall be made through RTGS/ NEFT to the Account number mentioned in table 1 above and also in the notice of sale.
- (b) The balance amount of successful bid along with 1% of bid amount as poundage fee shall be paid within 1 month from closure of auction.

11. Default of Payment:

- (a) Default of payment of bid amounts within the stipulated time shall render automatic cancellation of sale without any notice.
- (b) The EMD, after defraying the expenses of sale, etc., shall be forfeited, at the discretion of the Committee, either in full or part.
- (c) In case of postponement/cancellation/adjournment of sale for any reason no fresh notice will be given. However, new date of sale will be notified on the websites of SEBI i.e. www.sebi.gov.in , the Committee i.e <http://www.justicesptalukdarcommittee.com/> and on e-auction service portal i.e. <https://sebiauction.abcprocure.com>. The adjournment dates and time for submission of tenders shall also be available on the SEBI’s website www.sebi.gov.in, and on the website of the e-auction service provider i.e. <https://sebiauction.abcprocure.com>.

12. Payment of Stamp Duty, etc:

- (a) The sale attracts Stamp Duty, Registration Charges, etc. as per relevant laws and the purchaser shall be responsible for payment of all charges towards conveyance, stamp duty and registration etc.
- (b) The payment of all statutory/non-statutory dues, taxes, rates, assessments, charge, fees, etc. owed by the Company to anybody in respect of the Properties shall be the sole responsibility of Successful Bidder only.
- (c) Taxes, if applicable on sale shall be borne by the successful bidder.

13. Sale Certificate:

- (a) Sale Certificate shall be issued only in the name/names of the bidders whose name/names are mentioned in the Bid Form.
- (b) No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate shall be entertained.
- (c) Sale Certificate shall be collected in person or through an authorized person.

14. Return of EMD:

- (a) EMD of unsuccessful bidders will be returned by Cheque or through NEFT/RTGS to the Bank account details provided by them in the Bid Form and intimated via their e-mail ID after the completion of auction process.
- (b) Unsuccessful bidders shall ensure return of their EMD and, if not received in a reasonable time, immediately contact the Agency / SEBI.
- (c) Any delay in return of EMD, shall not entitle unsuccessful bidder to claim interest on EMD amount.

15. Related Party Transaction

- (a) Intending bidder shall submit an undertaking/declaration as available at Annexure I that they are not "Related Party" of Vibgyor Allied Infra Ltd, MPS Group of Companies, or Pailan Group of Companies.
- (b) In the event, the Committee/Hon'ble High Court of Calcutta discovers or is of the opinion that Bidder is a "Related Party", the Committee shall be entitled to cancel "Bid"/"sale" and to forfeit bid amount or EMD or any other money deposited.

16. Stay/Cancellation of Sale:

- (a) In case of stay of further proceedings by the Committee/Hon'ble High Court of Calcutta, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.
- (b) Default in payment of 25% of the purchase price or the balance purchase price along with 1% of bid amount as poundage fee within the stipulated time shall result in cancellation of sale to successful bidder and forfeit of EMD and other deposits.
- (c) The purchaser may within thirty days of the sale, apply for setting aside the sale on the ground that Vibgyor/MPS/Pailan had no saleable interest in the property sold.

17. Delivery of Title Deeds:

- a) Successful Bidder on receipt of Sale Certificate from the Committee, shall contact the Committee for delivery of title deeds and other documents related to the property.

18. Delivery of possession:

- a) Delivery of possession of the property sold shall be in terms of the directions of Committee.

b) All expenses and incidental charges thereto shall be borne by the Successful Bidder.

19. Other Conditions:

- a) No officer or other person having any duty to perform in connection with any sale, either directly or indirectly, bid for, acquire or attempt to acquire any interest in the property sold.
- b) No counter-offer/conditions by the bidder and/or successful-bidder shall be entertained.
- c) The Committee shall be at liberty to amend/modify/delete any of the conditions as may be deemed necessary in the light of facts and circumstances of each case.
- d) The Committee shall have the right to accept or reject all or any bid or bids as well as to postpone or cancel the sale without assigning any reasons for the reasons to be recorded in the proceedings.
- e) Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.
- f) The above terms and conditions are general in nature, subject to change and are in addition to other specific conditions given in the notice of sale / proclamation of sale.
- g) Bidders are advised to preserve the documents relating to deposit of EMD and other deposits challan and also a copy of the terms and conditions of online sale downloaded from the portal of the e-auction service provider for future reference.

Technical Terms and Conditions of Online Auction Sale

1. Prospective bidder shall have a valid e-mail ID, valid PAN Card (unless exempted) and KYC Document to register for the bid process.
2. Prospective bidder shall register with the e-auction service provider.
3. Only upon verification of the bid form and confirmation of remittance of EMD, the User ID issued by the e-auction service provider shall be activated to permit the bidder to enter into the website of the service provider for bidding.
4. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy and shall be responsible for any misuse in case of such disclosure.
5. Bidders are advised to change the password immediately upon receipt of the same from the service provider.
6. **Time Extension:** If any market-leading bid (bid higher than the highest bid at the point in time) is received within the last five minutes of closing time, the bidding time will be extended automatically by five minutes and if no bid higher than last quoted highest bid is received within the said extended five minutes, the auction sale shall automatically get closed at the expiry of the extended five minutes. There will thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.
7. **Training:** The service provider shall provide training if required by the bidders at a mutually convenient date and time before the auction.
8. **Bids:** All bids placed are valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
9. The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders. The bidder with the highest bid does not get any right to demand for acceptance of his bid.
10. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/representation will be entertained in this regard by Committee/SEBI/ the Agencies. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
11. The intimation to the bidder/ bidders concerned of having declared successful in the auction sale shall primarily be sent to them through e-mail. The date of sending the e-mail shall be considered as the date of intimation.
12. In case no intimation is received for reasons beyond the control of Agencies the bidders are required to take efforts to ascertain the status. Non-receipt of intimation shall not be a ground for non-payment or delayed payment. Bidders shall, therefore, keep a watch on their incoming e-mail. Agencies shall not be liable for wrong e-mail ID registered by the bidder or for return of the mail for any reason.
13. **Demo/mock auction:**
 - (a) For bidders who have indicated non-familiarity with e-Auction, training on a DEMO/MOCK Auction shall be arranged in a manner and on such date as may be specified by the e-auction service provider.

Only those Bidders who have registered themselves for the Auction by submitting the “Bid Form” and have also paid the EMD can participate in this Mock Auction. No training will be given during the actual e-Auction.

- (b) **A note of caution for the Bidders:** Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.

14. Confidentiality:

- (a) The e-auction service provider, the officials of the Agencies etc., facilitating the e-auction sale, shall maintain absolute strict confidentiality of the particulars of the bidders participating in the e-auction sale.

- (b) Breach of confidentiality, if any, shall result in cancellation of sale and appropriate action.

15. E-auction service provider may stipulate such other terms & conditions in compliance of IT Act 2000 and STQC Certification guidelines.

Place: Kolkata

Date: September 4, 2021

Securities and Exchange Board of India

(on behalf of Justice S. P. Talukdar Committee)