

**TERMS AND CONDITIONS FOR E-AUCTION SALE OF IMMOVABLE PROPERTY/SECURED ASSET UNDER
SARFAESI ACT, 2002**

Name and contact details of the Authorized Officer ("AO")	Mr. C. Suresh, 9810786343 (Contact No.), the Authorised Officer of Vistra ITCL (India) Limited (" Vistra "), acting in its capacity as a security trustee on behalf of Aditya Birla Finance Limited (" ABFL ").
Auction Service Provider	M/s e-Procurement Technologies Limited (Auction Tiger)
Borrowers/ Guarantors / Mortgagors/ Obligors Name	Williamson Financial Services Limited (Borrower) Mr. Aditya Khaitan (Promoter of Williamson Magor Group and Personal Guarantor), Woodside Parks Limited (Corporate Guarantor), Mr. Amritanshu Khaitan, Babcock Borsig Limited, Vedica Sanjeevani Projects Private Limited, Christopher Estates Private Limited, Bishnauth Investments Limited, Atash Suppliers Private Limited, Sahal Business Private Limited, Alosha Marketing Private Limited, Mr. Rajiv Pasri and McLeod Russel India Limited (Obligors) and Williamson Magor and Company Limited (Mortgagor)
Description of immovable property/Secured Asset	As per Annexure I
Place	Through E- Auction.
Date and Time of E Auction	1 st November 2022 From 11:00 AM till 5:00 PM
Reserve Price (RP)	Rs. 40,00,00,000/- (Rupees Forty Crores)
Earnest Money Deposit (EMD) (10% of RP)	Rs. 4,00,00,000 /- (Rupees Four Crores) in case the RP is Rs. 40 Crores. EMD at any time should be 10% of the bid price
Bid Increment	Rs. 50,00,000/- (Rupees Fifty Lakhs)
Last date of bid submission with EMD	28 th October 2022 by 5.00 pm
Possession Type	Symbolic
Total Loan Outstanding (As on April 25, 2021)	Rs 1,07,77,96,226.95/- (Rupees One Hundred and Seven Crore Seventy Seven Lakh Ninety Six Thousand Two Hundred and Twenty Six and Ninety Five Paise Only) due as on 25.04.2021 along



	with the further interest thereon with all costs, charges and expenses
Details of any encumbrances, known to Vistra ITCL (India) Limited to which the property is liable	Title Suit No. 804 of 2019 titled Asha Agarwal & Ors. vs. Williamson Magor & Company Limited & Ors., pending before the Ld. 2nd Civil Judge (Senior Division) at Alipore District Court.

THE TERMS AND CONDITIONS OF THE E-AUCTION ARE AS UNDER:

1. E-Auction is being conducted "Online" on "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS", and "WHATEVER IS THERE IS BASIS". The Auction will be conducted through Vistra's approved Auction Service Provider "M/s e-Procurement Technologies Limited at the web portal Auction Tiger ("**Auction Service Provider**)".
2. For participating in online e-auction sale, Bid document, copies of PAN CARD, Board Resolution in case of Company, photo id and address proof and other documents as may be required by the authorized officer are required to be submitted along with EMD, which is payable by way of Demand Draft in the Vistra ITCL (India) Limited on or before 5:00 PM on 28th October 2022. Once the Bid/EMD is submitted, same cannot be withdrawn. The same to be submitted at the Registered Office of Vistra ITCL (India) Limited situated at Vistra ITCL (India) Limited Vistra ITCL (India) Limited, The IL&FS Financial Center, Plot No. C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051.
3. Once the KYC documents are verified by Vistra ITCL (India) Limited and only after deposit of EMD, the interested bidder will be able to bid on the date of e-auction. Tenders / Bid forms that are not filled up or received beyond last date will be considered as invalid tender and shall accordingly be rejected. No interest shall be paid on the EMD.
4. The tenderer/online bidder hereby agrees that once he/she has formally registered a qualified tender / Bid before AO will have to express their interest to participate through the E-auction bidding platform. It shall be the tenderer's/online bidder's sole responsibility to procure his/her login id and password from auction service provider.
5. **Date of E-Auction** for immovable property/Secured Asset is 1st November 2022, at the web portal <https://sarfaesi.auctiontiger.net> between 11:00 am/ to 5:00 pm **with unlimited extensions of 5 Minutes each.**
6. The online auction would be conducted through service provider visible to all bidders and each bidder would be having opportunity to increase/improve their bid as per terms and conditions.
7. The bid price to be submitted shall be above the Reserve Price fixed by the AO and the bidders shall further improve their offer in multiples of Rs. 50,00,000 /- (Rupees Fifty Lakhs Only).




8. The immovable property/Secured Asset will not be sold below the Reserve Price set by the AO. The bid quoted below the Reserve Price shall be rejected and the EMD deposited shall be forfeited.
9. The immovable property/Secured Asset will be sold to the highest tenderer/Bidder in E- Auction. The AO reserves its absolute discretion to allow inter se bidding with minimum Bid increment amount.
10. **Date of Inspection of the Immovable Property** shall be from 17.10.2022 till 22.10.2022 between 11:00 AM till 5:00 PM. Bidders shall inspect the immovable property/Secured Asset and satisfy themselves regarding the physical nature, condition, extent, etc. of the said immovable property/Secured Asset.
11. **Inspection of Title Deeds:** Bidder/s may inspect and verify the title deeds and other documents relating to the immovable property/Secured Asset available with Vistra acting on behalf of ABFL.
12. The notice is hereby given to the Borrower/s, Guarantor/s and other Obligors that they can bring the intending buyers/purchasers for purchasing the immovable property/Secured Asset as described herein above, as per the particulars of terms and conditions of Sale.
13. The Bid forms are available with the auction service provider.
14. The Tenderer(s) / Offerer(s) / Prospective Bidder(s) / Purchaser(s) are hereby notified that the immovable property/Secured Asset will be sold with the Encumbrances and any dues payable to any Statutory Authority (if any) shall be paid by the successful bidder. Further, the Tenderer(s) / Offerer(s) / Prospective Bidder(s) / Purchaser(s) are also requested, in their own interest, to satisfy himself / themselves/ itself with regard to the above and other relevant details pertaining to the immovable property/Secured Asset before submitting the tenders / bid. The immovable property/Secured Asset is being sold with all the existing and future encumbrances (if any) whether known or unknown to Vistra or ABFL. The AO, Vistra or ABFL shall not be responsible in any way for any claims / rights/ dues.
15. Vistra or its authorized officer of ABFL will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or anybody in respect of the Secured Assets.
16. The Successful Bidder would be required to bear all the necessary expenses like stamp duty, registration, incidental costs, expenses including sales tax and/or any other taxes or expenses relating to sale and transfer of Secured Assets.
17. The bidders are requested in their own interests, to conduct due diligence of the Secured Assets put up for auction and satisfy themselves about the nature and condition of the Secured Assets and other relevant details pertaining to the Secured Asset before submitting their bids. Statutory/Government dues if any like property tax, sales tax, excise dues and other dues if any, should be ascertained by the bidders.



18. Neither Vistra nor ABFL is responsible for any liabilities whatsoever pending upon the immovable property/Secured Asset as mentioned above. The Property shall be auctioned on 'As Is Where Is Basis', 'As Is What Is Basis' and 'Whatever Is There Is Basis'.
19. Authorised Officer reserves the absolute right and discretion to accept or reject any or all Bids or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without prior notice and/or without assigning any reasons in respect thereof. The decision of the Authorised Officer in this regard shall be final and binding.
20. The AO, Vistra or ABFL does not undertake any responsibility to procure any permission/license, approval, NOC, etc. in respect of the immovable property/Secured Asset offered for sale or for any dues like outstanding water/service charges, transfer fees, electricity dues, dues to the Municipal Corporation/local authority/Co-operative Housing Society or any other dues, taxes, levies, fees, transfer fees if any in respect of and/or in relation to the sale of the said property. Successful Bidder has to comply with the provisions of Income Tax regarding purchase of immovable property/Secured Asset and to pay the tax including TDS to the concerned authorities as per applicable rates.
21. Bidders are advised and cautioned to verify the concerned Revenue Records/ other Statutory authorities such as Sales Tax/Excise/Income Tax etc. and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc. over the immovable property/Secured Asset before submitting their bids.
22. Bidders are advised to go through all the terms and conditions of sale and also the corresponding public sale notice before submitting the bid and participating in the online bidding/auction.
23. The Total Loan Outstanding amount is not the loan foreclosure amount. All other charges (if any) shall be calculated at the time of closure of the loan.
24. During e-Auction, if no bid is received within the specified time, Vistra at its discretion may decide to revise Opening price / scrap the e-Auction process / proceed with any other mode of tendering.
25. **Deposit of purchase price:** The successful bidder shall have to pay 25% of the purchase amount including Earnest Money already paid, within 24 hours of the closure of the E-Auction sale proceedings by way of RTGS/NEFT in the following account
Name of the Beneficiary : Vistra ITCL (India) Limited – C/o Trustee A/c
Bank Name : HDFC Bank Limited
Branch name : Fort, Mumbai
Account Number : 00600350068657
IFSC Code : HDFC0000060
OR by way of Demand Draft/Pay Order in favor of '**Vistra ITCL (India) Limited – C/o Trustee A/c**' payable at **Mumbai**. The Balance 75% of the purchase price shall have to be paid within 15 (fifteen) days from the date of confirmation of the sale by the AO or such extended period as maybe agreed upon in writing, not exceeding 90 days, by and solely at the discretion of the






AO, as prescribed under Security Interest (Enforcement) Rules, 2002, by way of RTGS/NEFT in the following account,

Name of the Beneficiary : Vistra ITCL (India) Limited – C/o Trustee A/c
Bank Name : HDFC Bank Limited
Branch name : Fort, Mumbai
Account Number : 00600350068657
IFSC Code : HDFC0000060

OR by way of Demand Draft/Pay Order in favor of '**Vistra ITCL (India) Limited – C/o Trustee A/c**' payable at **Mumbai** failing which the amounts already paid/deposited by the purchaser shall be forfeited.


26. **Default of Payment:** Any default in payment of 25% of the purchase amount including Earnest Money, within 24 hours of the closure of the E-Auction sale proceedings or balance 75% of the purchase price to be paid within 15 (fifteen) days from the date of confirmation of the sale by the AO or such extended period as maybe agreed upon in writing, not exceeding 90 days, shall render automatic cancellation of sale without any notice and Vistra on behalf of ABFL shall be entitled to re-sale the immovable property/Secured Asset. Further, the EMD and any other monies paid by the successful bidder shall be forfeited by the AO.
27. **Stay/Cancellation of Sale:** In case of stay of further proceedings by DRT/DRAT/High Court or any other Court, 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. Further, Vistra acting on behalf of ABFL reserves its right to cancel or defer the sale of the immovable property/Secured Asset without any prior intimation and without assigning any reasons and thereby persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.
28. **Return of EMD:** EMD of unsuccessful bidder be returned to the bank account details provided by such bidder at the time of submission of bid. The EMD of the unsuccessful bidder will be returned without any interest.
29. The bidders may participate in the e-auction from their own office/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised Officer and/or the service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc;
30. **Dispute Resolution:** If any dispute or differences arise between the bidders/purchasers including successful bidder, Vistra or ABFL, or any parties hereto, pertaining to the present sale of the said immovable property/Secured Asset, or in connection with the validity, interpretation, implementation or alleged breach of any terms and conditions of the present sale, the same shall be referred to a sole arbitrator. The sole arbitrator shall be appointed as mutually agreed by the parties. The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendment or re-enactment thereof. It is agreed that the arbitrators

VISTRA 

shall also determine and make an award as to the costs of the arbitration proceedings. The venue of arbitration shall be at Delhi, and the language of arbitration proceedings between the Parties shall be English.

Date: 15-09-2022

Place: Kolkata



**C. Suresh,
Authorised Officer,
Vistra ITCL (India) Limited**

ANNEXURE I

Description of the Property:

All that brick built messuage or a dwelling house together with land containing an area of 1 Bigha 3 Cottahs 6 Chittacks and 43 Square feet situate lying and being premised at No. 2, Dover Park, within the municipal limits of Kolkata, P.S. Ballygunge, Registration District – Alipore, sub-registry – Sealdah in the District of 24 Parganas (South), and butted and bounded on the North by Approx. 50 ft. wide Ballygunge Circle Road on the East by Approx. 30 ft. wide Mohan Malaya Road and on the West Partly by G+7 Storied Building, Partly by G+5 Storied Building (Sony Heights) and Partly by 4, Dover Park (Emerald Villa) and on the South by Partly by Approx. 30 ft. wide Mohan Malaya Road and Partly by 4, Dover Park together with the buildings and structure constructed comprising of 2 floors (Ground + 1) with a total built-up area of 6600 sq.ft. and to be constructed thereon and all fixtures and fittings, whether attached to earth or permanently fastened to anything attached to the earth including all rights, liberties, privileges, lights, easements, appendages and advantages whatsoever to the said hereditaments appertaining to or held, used and occupied with the same or enjoyed or reputed as part thereof or appurtenant thereto.

রাস্তা নিয়ে ফ্লোভ, টাকা খুঁজছে রাজ্য

সড়ককার অভাবের

রাজ্য নিয়ে ফ্লোভে রয়েছে পঞ্চাশের একশের পরিমাণে। কিন্তু সেগুলি মিলে গিয়েছে না, কাজেই রাজ্যের রাস্তা গড়ার কাজে নেই। শ্রমসম্পদের পর, পঞ্চাশের চেয়ে বেশি কাজে প্রয়োজনীয়।

এক অধিবাসনের কথা, পঞ্চাশের চেয়ে বেশি কাজে প্রয়োজনীয়। কাজে প্রয়োজনীয়। কাজে প্রয়োজনীয়। কাজে প্রয়োজনীয়।

কাজে প্রয়োজনীয়। কাজে প্রয়োজনীয়। কাজে প্রয়োজনীয়। কাজে প্রয়োজনীয়।

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‘খারাপ খসড়া’, স্থগিত সোনালি মামলার রায়

নিষ্কাশন ব্যবস্থাসহ

আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

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শিশুর গলায় ভোজালি ধরে মাকে ধর্ষণ, ধৃত ২

নিষ্কাশন ব্যবস্থাসহ

শিশুর গলায় ভোজালি ধরে মাকে ধর্ষণ, ধৃত ২। আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।



জলপাই: কুল থেকে পেরে পেরে। চক্রবর্তী অধিবাসনে। মিলিত টি

সেলাইয়ের কোর্স করে হাউস কিপিংয়ের চাকরি

সমীপ দাস

মহাশয়ী, সোমাই-কোম্পারি আরম্ভ হয়েছে। হাউস কিপিংয়ের চাকরি।

মহাশয়ী, সোমাই-কোম্পারি আরম্ভ হয়েছে। হাউস কিপিংয়ের চাকরি।

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শাসকের সংঘম চান স্পিকার

পূ ১-এর পর

শাসকের সংঘম চান স্পিকার। আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

তথ্য সংগ্রহে বিজেপির দল, কটাক্ষ তৃণমূলের

নিষ্কাশন ব্যবস্থাসহ

তথ্য সংগ্রহে বিজেপির দল, কটাক্ষ তৃণমূলের। আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

নভেম্বরেই

পূ ১-এর পর

নভেম্বরেই। আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

আন্দোলনের রূপরেখা ঠিক করতে বাংলায় বনসেলেরা

নিষ্কাশন ব্যবস্থাসহ

আন্দোলনের রূপরেখা ঠিক করতে বাংলায় বনসেলেরা। আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

আন্দোলনের রূপরেখা ঠিক করতে বাংলায় বনসেলেরা। আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

ভোগের খিচুড়ি বিলিতে প্রদীপের সঙ্গে মকবুলেরা

নিষ্কাশন ব্যবস্থাসহ

ভোগের খিচুড়ি বিলিতে প্রদীপের সঙ্গে মকবুলেরা। আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

Office of the ASANOL MUNICIPAL CORPORATION. Notice Inviting e-Tender. E-Tender Notice No. ET-233/P/W/2021 dated 15.09.2022. Memo No. 990/P/W/2022 dated 15.09.2022.

কলকাতা দ্বিত ডেপুটি মিকরাব্রি অ্যান্ডপলট ট্রাউনাল. ১৬ সেপ্টেম্বর ২০২১. ১৩৯-৯৩ হাটের নং ১৯৯.

আন্দোলনের রূপরেখা ঠিক করতে বাংলায় বনসেলেরা. আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

SEAL. আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

VISTRA ITCL. কিসের আদর্শবিল (ইউএন) বিলিতে. আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

স্বাস্থ্য বিলিতে. আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

৪টির পূজায় দুনিয়া বেড়ানোর শাব্দীয় ভ্রমণ. প্রকাশিত. আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

ভোগের খিচুড়ি বিলিতে প্রদীপের সঙ্গে মকবুলেরা. আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

স্বাস্থ্য বিলিতে. আইনগণিত অধিকতর সুশীলগতি রয়েছে, ‘খারাপ খসড়া’ সোনালি মামলার রায়।

