

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

Name and contact details of the Authorized Officer ("AO")	Mr. C. Suresh, Contact No - 9810786343 , 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	E-procurement Technologies Limited (auction tiger)
Name of the Obligors	Williamson Financial Services Limited, Mr. Aditya Khaitan, Woodside Parks Limited, 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 Pasari, McLeod Russel India Limited and Williamson Magor and Company Limited
Description of immovable property/Secured Asset	As per Annexure I
Place	Through E-Auction.
Date and Time of E Auction	19th October 2023 From 11:00 AM till 5:00 PM with unlimited extensions of 5 minutes each upto 7:00 pm.
Reserve Price (RP)	Rs. 123,00,00,000/- (Rupees One Hundred and Twenty Three Crores Only)
Earnest Money Deposit (EMD) (10% of RP)	EMD at any time should be 10% of the Reserve Price or initial bid offered by intending Bidder, whichever is higher
Bid Increment	Rs. 50,00,000/- (Rupees Fifty Lakhs)
Last date of bid submission with EMD	18 th October 2023 within 5 pm
Possession Type	Physical
Total Loan Outstanding (As on August 28, 2023)	Rs. 1,08,43,85,418 /- (Rupees One Hundred Eight Crores Forty Three Lakhs Eighty Five Thousand Four Hundred and Eighteen Only)




<p>Details of any encumbrances, known to Vistra ITCL (India) Limited to which the property is liable</p>	<p>i. The property is also mortgaged to secured debenture holders for original principal amount of Rs 249.5 cr along with accrued interest and other expenses/charges.</p> <p>ii. There is also a Title Suit No. 06/2023 pending before the Ld. Judge, Commercial Court at Alipore, Kolkata, West Bengal.</p>
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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 THERE IS BASIS". The Auction will be conducted through Auction Service Provider M/s e-procurement technologies limited (Auction Tiger) (URL link: <https://sarfaesi.auctiontiger.net>) ("**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 18th October 2023. 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, 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. Bid forms that are not filled up or received beyond last date will be considered as invalid bids and shall accordingly be rejected. No interest shall be paid on the EMD.
4. The bidder hereby agrees that once he/she has formally registered as a qualified bidder before the Authorised Officer, it shall be the 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 19th October 2023, at the web portal URL link: <https://sarfaesi.auctiontiger.net>) between 11:00 am to 5:00 pm with unlimited extensions of 5 Minutes each up to 7:00 pm.
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 initial bid price to be submitted shall be above the Reserve Price fixed by the Authorised Officer 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 Authorised Officer. 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 Bidder in E- Auction. The Authorised Officer 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 10th October 2023 till 16th October 2023 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 and other documents:** Bidder/s may inspect and verify the title deeds and other documents including documents relating to the immovable property/Secured Asset, encumbrance and pending litigation as available with Vistra acting on behalf of ABFL. The place for inspection of the documents would be Vistra ITCL (India) Limited, 602. 'A' Wing, The Qube, Hasan Pada Rd, Mittal Industrial Estate, Marol, Andheri-E, Mumbai 400059. The documents available with Vistra can be inspected anytime between 11:00 AM and 6:00 PM till date of submission of the bid
12. The notice is hereby given to the 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 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 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 bid(s). 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 Authorised Officer, Vistra or ABFL shall not be responsible in any way for any claims / rights/ dues.
15. Vistra, its Authorized Officer or 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 and/or encumbrances 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 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 Authorised Officer, Vistra or ABFL do 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. If no bid is received during the e-Auction within the specified time, the Secured Creditor at its discretion may decide to extend time for submitting bids or to cancel the e-Auction process.
25. Deposit of purchase price: The successful bidder shall have to pay 25% of the purchase amount including Earnest Money already paid, within the same day or not later than the next working day 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 the same day or not later than the next working day 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 Authorised Officer 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 Authorised Officer.
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, under the provisions of sub-section (8) of Section 13 of SARFAESI Act, 2002, the Obligors are at liberty to pay, before the date of E-Auction, the entire outstanding dues of Rs. 1,08,43,85,418 /- and further interest thereon with effect from August 28, 2023, together with all costs, charges and expenses incurred by us, and in that case no further steps will be taken towards the instant E-Auction of the Secured Asset. 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;

Date: September 6, 2023

Place: Delhi



**Authorised Officer,
Vistra ITCL (India) Limited**

ANNEXURE I

Description of the Property:

All that piece and parcel of land admeasuring of about 157.73 acres of land situated at villages Shahjahanpur and Sansedi, Police Station Shahjahanpur, Tehsil – Behror, District Alwar, Neemrana, Rajasthan as under:

Situated in	Khasra Nos.
Property being land measuring about 32 acres situated in Shahjahanpur Village (2 nd Phase), Tehsil Behror, District Alwar, Rajasthan	Khasra No. 2 (0.09 acres), Khasra No. 7 to 26 (13.21 acres), Khasra Nos. 30 to 44 (11.34 acres), Khasra Nos. 54 to 55 (7.36 acres)
Property being land measuring about 91.81 acres situated in Shahjahanpur Village (1 st Phase), Tehsil Behror, District Alwar, Rajasthan	Khasra No. 108 to 109 (1.73 acres), Khasra No. 149 to 150 (1.61 acres), Khasra Nos. 152 to 210 (35.95 acres), Khasra Nos. 214 to 184, 202 to 230 (8.17 acres). Khasra Nos. 233 to 234 (0.82 acres), Khasra No. 237 to 258, 261 to 282, 286 to 299 (32.54 acres), Khasra No. 302 to 307, 310, 311 (5.15 acres), Khasra Nos. 333VK (1.41 acres), Khasra Nos 337 to 338 (1.51 acres), Khasra No. 302/2546 (0.09 acre), Khasra No. 59/2523 – 1.26 acres, Khasra No. 90/2524 – 0.56 acres, Khasra No. 91/2525 – 0.74 acres and Khasra No. 92/ 2526 – 0.28 acres.
Property being land measuring about 33.93 acres situated in Sansedi Village (2 nd Phase), Tehsil Behror, District Alwar, Rajasthan	Khasra No. 932 to 934 (0.49 acres), Khasra No. 938 (0.06 acre), Khasra No. 940 – 0.21 acres, Khasra No. 942 – 0.44 acres, Khasra Nos. 946 to 947 – 0.86 acres, Khasra No. 952 – 0.40 acres, Khasra No. 963 to 965 – 0.96 acres, Khasra No. 967 to 976 – 5.17 acres, Khasra No. 978 to 982 – 1.14 acres, Khasra No. 984 to 985 – 0.33 acres, Khasra No. 988 to 994 – 1.49 acres, Khasra No. 996 – 0.03 acres, Khasra No. 998 to 1001 – 0.49 acres, Khasra No. 1011 to 1012 – 2.24 acres, Khasra No. 1014 to 1017 – 1.71 acres, Khasra No. 1019 – 0.19 acres, Khasra No. 1023 to 1026 – 1.37 acres, Khasra No. 1029 to 1034 – 1.43 acres, Khasra No. 1037 to 1039 – 0.81 acres, Khasra No. 1041 to 1042 – 0.59 acres, Khasra No. 1045 to 1046 – 0.55 acres, Khasra No. 1048 to 1070 – 4.70 acres, Khasra No. 1072 to 1075 – 1.48 acres, Khasra



	No. 1077 to 1079 – 1.07 acres, Khasra No. 1081 to 1089 – 3.80 acres, Khasra No. 1091 to 1096 – 1.92 acres.
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Out of the total lands mentioned above, lands admeasuring 152.205 acres situated in Neemrana, District-Alwar, Rajasthan, India have been mutated in the name of Vedica Sanjeevani Projects Private Limited and Christopher Estates Private Limited, and the title deeds have been submitted to Vistra ITCL (India) Limited for creation of the mortgage. The Property is adjoining the Delhi-Jaipur Highway and is before the main Shahjahanpur Toll gate – when going from Delhi to Jaipur.

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