



**INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD.
CORE 4A, EAST COURT, 1st FLOOR, INDIA HABITAT CENTRE, LODHI ROAD,
NEW DELHI-110003**

Phone: 011-24682206-15; Fax: 011-24682202 & 05

E-AUCTION SALE NOTICE

E-AUCTION SALE NOTICE FOR **SALE OF MOVABLE & IMMOVABLE ASSETS OF M/s Siva Renewable Power and Energy Limited (BORROWER)** UNDER THE SECURITIZATION & RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 READ WITH PROVISIO TO RULE 8(6) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002.

1. **Mode of Sale** : e-Auction on “As is Where is Basis”“AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS”
2. **Inspection period** : **16-17/12/2022 ; 1100 AM to 0300 PM**; with prior intimation to coordinator.
3. **Inspection Coordinator:**
 - i. NAME: MR. A CHANDRASHEKHAR
Add. GM (TS)
 - ii. Contact Number: 919866245202
 - iii. Email Address: chandra@ireda.in
4. **Date-Time of e-Auction:**
From 1100 hrs on 23/12/2022 to 1500 hrs on 23/12/2022 with auto extension of 8 mins.
5. E-Auction

https://www.mstcindia.co.in/TenderEntry/Lot_Item_Details_AucID.aspx?ARID=356096

Bidders are advised to register on the e-Portal 3-4 days before start of the e-Auction to avoid any last-minute difficulties. Bidders may also ensure that their Pre-Bid EMD. Deposited through Pay Pre bid EMD link in their login, is visible in EMD Ledger in their login atleast one day before the start of the e-Auction. **Last date for registration and submission of Pre-Bid EMD is 22/12/2022- 1730 HRS / as allowed by the system.**In case of any issue bidders may please contact the following Helpdesk:

Helpline phone number

MSTC - 01123212357, 01123215163, 01123217850 from 10 AM to 5:30 PM on all working days for all technical issues relating to registration and bidding process.

IREDA :

Authorized officer : MR. A CHANDRASHEKHAR Add. GM (TS), 919866245202, from 10 AM to 5:30 PM on all working days for support related to property details, inspection coordination etc.

6. Notice:

Notice is hereby given to the public in general and to the Borrower **M/s Siva Renewable Power and Energy Limited (BORROWER)** and Guarantor(s)

M/s Siva Industries and Holdings Limited (upon arrangement and amalgamation approved by Hon'ble High Court Madras M/s Siva Industries and Holdings Limited & M/s Siva Ventures Limited) 5th Floor, DevchandHouse, Shivsagar Estate
Dr. Annie Beasant Road, Worli ; Mumbai -400018, Maharashtra.

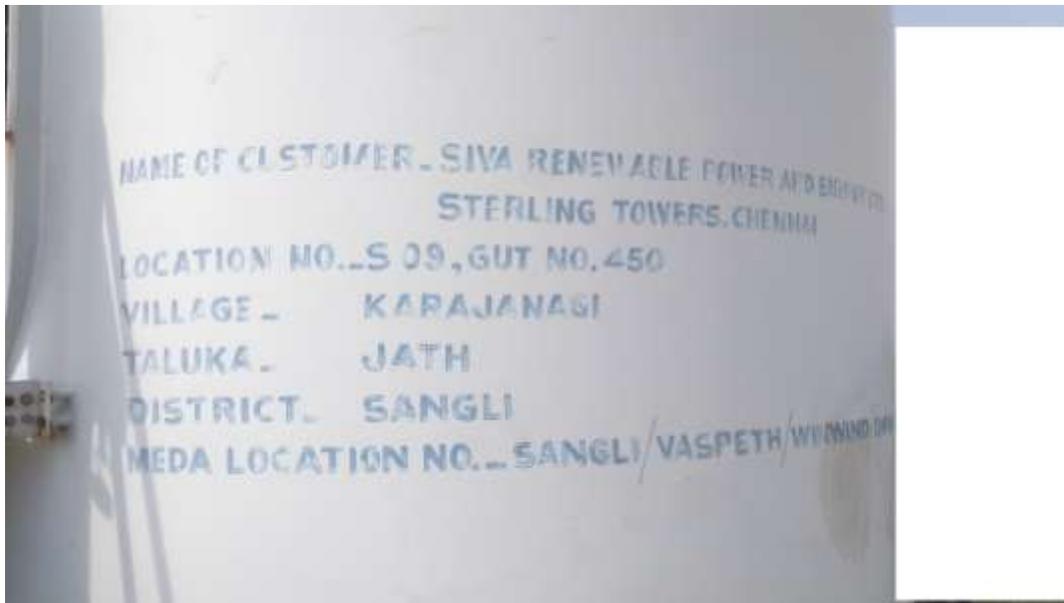
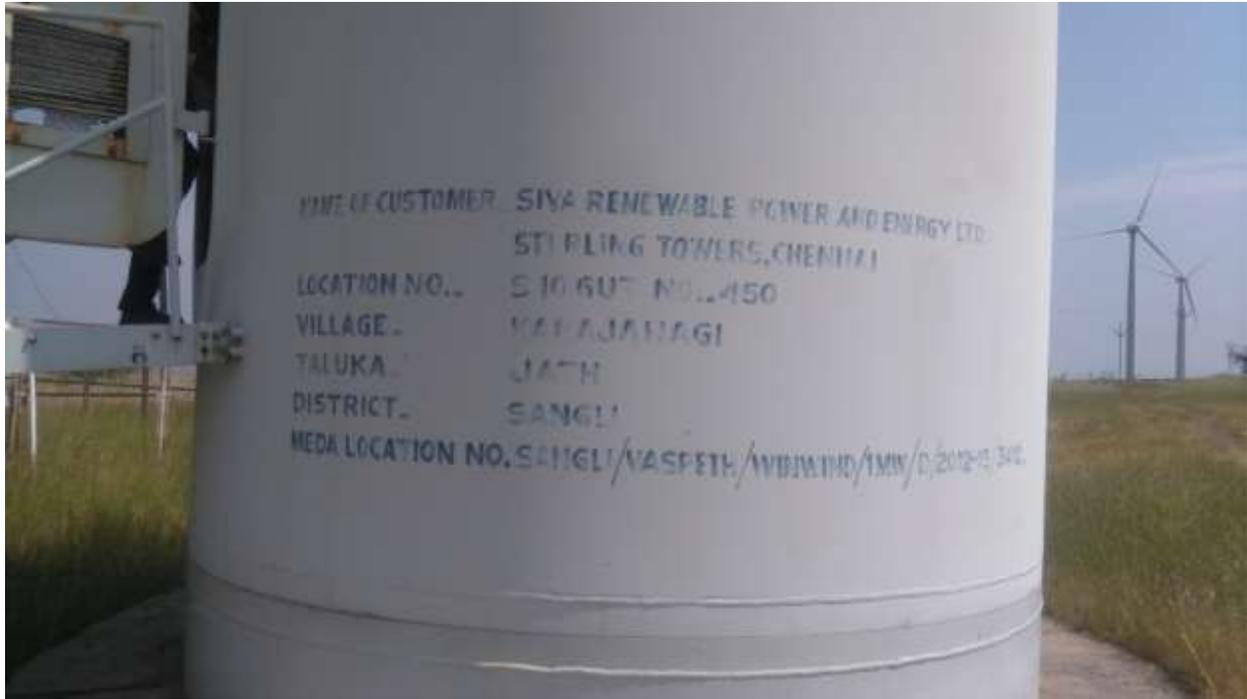
that the below described movable property mortgaged /charged to the Secured Creditor i.e. IREDA , the possession of which has been taken by the Authorized Officer of IREDA will be sold on " As is Where is", As is What is" and Whatever there is" basis, for recovery of Rs. 145,48,36,964/-including interest payable, liquidated damages, and costs etc due to IREDA from the Borrower located as per details indicated at S No 3 of Terms and conditions :

Description and all the particulars of the property to be sold:

The whole of the movable, Immovable properties of borrower as described under S No 3 at Terms and Conditions.

Pictures of the Assets:









7. **Reserve price/Start Price of e-Auction:** Rs.26,48,29600/- (Rupees Twenty-SixCrore, forty eightlakhs, twenty nine thousand , six hundred Only)
8. **Pre Bid Earnest Money Deposit** (will be automatically converted to security deposit of H1 Bidder on acceptance of H1 bid by IREDA): : Rs.2,64,82960/- (Rupees Two Crore, sixty four lakhs, eighty two thousand , nine hundred sixty Only)
 Pre Bid EMD has to be deposited through Pay Pre Bid EMD link in the Bidder's Login. Pre Bid EMD of the successful bidder (H1 Bidder) shall be retained by IREDA/MSTC and will be adjustable against total payment to be made by the bidder. Pre Bid EMD of unsuccessful bidders (non H1) shall be automatically returned by the system to their Pre Bid EMD Wallet in the system and bidders will have the option of raising a EMD refund request from their login.

[Terms and Conditions of Sale through e-Auction](#)

1	Name and address of borrower and location of immovable and movable assets under Sale.	M/s Siva Renewable Power and Energy Limited Old No.19, New No.32, Cathedral Garden Road, Nungambakkam,Chennai-600034,Tamil Nadu; Location of assets as per S No 3.
2	Name and address of Secured Creditor	INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD. CORE 4A, EAST COURT, 1st FLOOR, INDIA HABITAT CENTRE, LODHI ROAD, NEW DELHI-110003 Phone: 011-24682206-15;
3	Description of the assets to be sold	Schedule A- situated at Village Karajanagi Tal- JatDist-Sangali within the Registration Division and District, Sangali, Sub-Division and Taluka- Jat within the limits of Grampanchayat, Karajangi All that piece or parcel of property about 05 H. 44 R, out of Gat No. 400 totally admeasuring about 20 H 04 R + pk 01 H 72 R total 21 H 76 R, assessed for 3R=56Pai, bounded as follows: On or towards the East: Part of Gat no. 400 and Gat no. 401,402 On or towards the South: Part of Gat no. 400 On or towards the West: Part of Gat no. 397, 398, 399 On or towards the North: Part of Gat no. 400 And All that piece or parcel of property admeasuring about 02 H 0.5 R, out Gat No. 450 total

admeasuring about 03 H. 65 R + p.k. 0 H. 06 R and bounded as follows:
For the land admeasuring about 0 H 93.7 R on the east side:
On or towards the East: Part of Gat no. 477; On or towards the South: Part of Gat no. 451
On or towards the West: Part of Gat no. 450; On or towards the North: Part of Gat no. 449
For the land admeasuring about 0 H 8.8 R which is used as road:
On or towards the East: Part of Gat no. 450 ; On or towards the South: Part of Gat no. 450
On or towards the West: Part of Gat no. 450 ; On or towards the North: Part of Gat no. 449
For the land admeasuring about 1 H 2.5 R on the middle part of Gat No. 450:
On or towards the East: Part of Gat no. 450 ; On or towards the South: Part of Gat no. 451
On or towards the West: Part of Gat no. 450 ; On or towards the North: Part of Gat no. 449
And
All that piece or parcel of property about 01 H 91 R, out Gat No. 302 totally admeasuring about 07 H. 52 R + p.k. 00 H. 15 R total 07 H. 67 R, assessed for 1R=31Pai, and bounded as follows:
On or towards the East: Part of Gat no. 302 and Gat no. 301 ; On or towards the South: Part of Gat no. 302
On or towards the West: Part of Gat no. 302 ; On or towards the North: Part of Gat no. 327
And
All that piece or parcel of property about 3 H 22 R, out Gat No. 477 totally admeasuring about 12 H. 87 R, assessed for 2R=31Pai, and bounded as follows:
On or towards the East: Gat no. 536 and road ; On or towards the South: Part of Gat no. 477
On or towards the West: Part of Gat no. 477; On or towards the North: Gat No. 504 and Gat no. 479
Seven no. of 1000 KW Wind Electric Generators in Location No. S-12, S-25, S-27, S-28, S-29, S-30, S-31 at Gat No. 450, 477, 400, & 302 of Village – Karajanagi, Tal – Jath, Dist. Sangli. Foundation of S-13 is completed at Gat No. 504 in aforementioned village.

Schedule B Property situated at Village Sanamadi , tal – Jat, dist – Sangali
All that piece or parcel of property in Registration Division and District Sangali, Sub Division and Taluka Jat within limits of Gram panchayat Sanamadi, the Property about 03 H. 09 R out of Gat No. 155, area admeasuring 95 H. 88R. + P.K. 2H.60 R., totally admeasuring about 98 H. 48 R. assessed for Rs. 17=19 Paise;
And
All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Gram panchayat Sanamadi, the Property about 07 H. 33 R out of Gat No. 156/1, area admeasuring 93 H. 42 R. + P.K. 1H. 02 R., totally admeasuring about 94 H. 44 R. assessed for Rs. 16=72 Paise;
And
All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Gram panchayat Sanamadi, the Property about 03 H. 29 R out of Gat No. 156/2, area admeasuring 67 H. 38 R. + P.K. 0H. 29 R., totally admeasuring about 67 H. 67 R. assessed for Rs. 12=12 Paise;
And
All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Gram panchayat Sanamadi, the Property about 02 H. 57 R out of Gat No. 156/1, area admeasuring 93 H. 42 R. + P.K. 1H. 02 R., totally admeasuring about 94 H. 44 R. assessed for Rs. 16=72 Paise;
The purchaser has purchased the said area admeasuring 02 H, 57 R, out of Gat No. 156/1 as per Wind Power Project Location Nos. S-11, S-05 and S-01 and accordingly, hereunder the boundaries of said locations and enumerated:
Boundaries for Wind Power Project Locations No. S-11
On or towards the East: Remaining area in Gat no. 156/1 ; On or towards the South: Remaining area in Gat no. 156/1
On or towards the West: Approaching road of 8-meter width in Gat no. 156/1 ; On or towards the North: Remaining area in Gat no. 156/1
Boundaries for Wind Power Project Locations No. S-05
On or towards the East: Remaining area in Gat no. 156/1 ; On or towards the South: Remaining area in Gat no. 156/1
On or towards the West: Remaining area in Gat no. 156/1 and Approach road
On or towards the North: Remaining area in Gat no. 156/1
Boundaries for Wind Power Project Locations No. S-01
On or towards the East: Remaining area in Gat no. 156/1 ; On or towards the South: Remaining area in Gat no. 156/1
On or towards the West: Remaining area in Gat no. 156/1 and Approach Road
On or towards the North: Remaining area in Gat no. 156/1
And
All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Gram panchayat Sanamadi, the Property about 02 H. 16 R out of Gat No. 155, area admeasuring 95 H. 88 R. + P.K. 2 H. 60 R., totally admeasuring about 98 H. 48 R.

		<p>assessed for Rs. 17=19 Paise; situated at Village Sanamadi, Tal-JatDist-Sangali. The purchaser has purchased the said area admeasuring 02 H, 16 R, out of Gat No. 155 as per Wind Power Project Location Nos. S-7 and S-4 and accordingly, hereunder the boundaries of said locations and enumerated:</p> <p>Boundaries for Wind Power Project Locations No. S-07 On or towards the East: Remaining area in Gat no. 155 On or towards the South: Remaining area in Gat no. 155 On or towards the West: Remaining area in Gat no. 155 and Approach road On or towards the North: Gat no. 155</p> <p>Boundaries for Wind Power Project Locations No. S-04 On or towards the East: Remaining area in Gat no. 155 ; On or towards the South: Remaining area in Gat no. 155 On or towards the West: Remaining area in Gat no. 155 and Approach road On or towards the North: Gat no. 156/1 in village Sanamadi</p> <p>And</p> <p>All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Gram panchayat Sanamadi, the Property about 02 H. 66 R out of Gat No. 156/2, area admeasuring 67 H. 38 R. + P.K. 0 H. 29 R., totally admeasuring about 67 H. 67 R. assessed for Rs. 12=12 Paise; situated at Village Sanamadi, Tal-JatDist-Sangali. The purchaser has purchased the said area admeasuring 02 H, 66 R, out of Gat No. 156/2 as per Wind Power Project Location Nos. S-8, S-09 and S-10 and accordingly, hereunder the boundaries of said locations and enumerated:</p> <p>Boundaries for Wind Power Project Locations No. S-08 and S-09 On or towards the East: Remaining area in Gat no. 1556/2 ; On or towards the South: Remaining area in Gat no. 156/2 On or towards the West: Remaining area in Gat no. 156/2 and Approach road On or towards the North: Remaining area in Gat no. 156/2</p> <p>Boundaries for Wind Power Project Locations No. S-10 On or towards the East: Remaining area in Gat no. 1556/2 ; On or towards the South: Remaining area in Gat no. 156/2 On or towards the West: Remaining area in Gat no. 156/2 and Approach road On or towards the North: Remaining area in Gat no. 156/2</p> <p>And</p> <p>All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Gram panchayat Sanamadi, the Property about 01 H. 10 R out of Gat No. 504, totally admeasuring about 4 H. 40 R. assessed for Rs. 00=78 Paise; situated at Village Karajanagi, Tal-JatDist-Sangali within the bounded as under:</p> <p>On or towards the East: Remaining area in Gat no. 504 ; On or towards the South: Gat no. 488 On or towards the West: Remaining area in Gat no. 446 and 446 On or towards the North: Remaining area in Gat no. 504</p> <p>Three no. of 1000 KW Wind Electric Generators in Location No. S-01, S-22 & S-16 at Gat No. 155, 156/1, 156/2 of Village – Karajanagi, Tal – Jath, Dist. Sangli..</p> <p>Description of Movable Properties Schedule C The whole of the movables properties of Borrower Company, both present and future, wherever situated pertaining to 25 MW (25×1000 KW each) Wind Farm reduced to 19MW (14 MW commissioned and 5 MW machines are lying) Project at Village Vaspeta, Jath, District Sangli, in the State of Maharashtra (Project No. 1987), and wherever elsewhere including its movables plant and machinery, machinery spares, tools and accessories and other movables, both present and future whether installed and or not, and whether now lying loose or in cases or which now lying or stored in or about or shall hereafter from time to time during the continuance of security of these presents be brought into or upon or be stored or be in all or about all the Borrower’s factories, Wind Farm Projects, premises and godowns wherever the same may be or be held by and party to the order disposition of the Borrower.</p> <p>-</p>
4	Details of the encumbrances known to IREDA	NIL
5	Secured debt for recovery of which the property is to be sold	Rs. 145,48,36,964/-including interest payable, liquidated damages, and costs etc
6	e-Auction details	Minimum bid increment amount – Rs 100000 (Rs one lakh only) Auto extension: 8 Mins unlimited Bid currency – INR

1.0 Important Points

1. All Contracts/Transactions entered into by the Buyer/Bidder arising out of this e-Auction shall be governed by the integrity pact available on the MSTC website, www.mstcindia.co.in.
2. Though a facility is provided to bidders to select a category in the Live Auction Floor, however, bidders/buyers in their own interest are advised to go to the live e-auction floor, after selecting "All categories". MSTC will not be responsible for any oversight in selecting the category in live e-auction/lot on the part of bidders/buyers
3. The term Principal/Seller refers to the Secured Creditor of the property i.e. IREDA.
4. The term MSTC refers to MSTC LIMITED, e-Auctioneer.
5. The term BIDDER wherever it appears shall mean Individual/(s)/ Institutions /Societies / Companies which is interested in participating and purchasing the property put up for sale in this e-Auction.
6. The term H-1 Bidder wherever it appears shall mean Individuals /Institutions / Societies / Companies / firms, whose quoted rate has been H-1 (Highest) in this e-Auction. The H-1 Rate will be subject to approval by the Seller, if approved the H1 bidder shall be termed as Successful bidder
7. The auction catalogue on the live e-auction floor will be treated as final and binding.
8. Before submission of Bid in e-Auction, bidders may go through the General Terms & Conditions (GTC), Buyer Specific Terms & Conditions (BSTC) and Special Terms & Conditions (STC). The GTC and BSTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. As soon as bidders submits Pre-Bid for this e-Auction, it will be understood and implied that Bidder has accepted all terms and conditions of the e-Auction including GTC, BSTC and STC).
9. In case of any conflict between the STC and BSTC/GTC, the STC shall prevail.
10. MSTC shall have the right to issue addendum to the STC, GTC or BSTC, 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 Terms and Conditions.
11. NOC Clause: It is the responsibility of the buyer to obtain the NOC from the relevant authority concerned as required for Registry including the payment of fee as applicable.
12. For Employees and Person(s) having official dealings with the Seller, it is their own responsibility to obtain the NOC from the authority concerned or Seller as the case may be, for registration and subsequent participation in the e-Auction.
13. Dismantling/Transportation if any required shall be within the scope of the Successful/H1 Bidder. Bidder and shall be required to be completed within timelines.
14. In case of movable assets, Maximum timeline for successful bidder to remove all assets shall be 60 days from the date of issue of Sale certificate by seller.

2.0 Pre-Bid EMD Details

1. For participation in this e-Auction, Pre-bid EMDs as per details below is to be deposited with MSTC before the close of e-Auction as per the procedure below:
2. Bidders after successful login will access PAY PRE-BID EMD link in their homepage to make pre-bid EMD payment through RTGS/NEFT.
 1. **Do Not** Pay Pre-Bid EMD By e-Payment Link.

2. Pre-Bid EMD must be paid by the bidder (NEFT/RTGS) through PAY-PRE-BID EMD link only otherwise the pre-bid activation will not work.
3. Payments Through DD/PO or any other means (other than through Pay Pre-Bid EMD link in Bidder's Login) will not be accepted.
4. **Credit of Pre-bid EMD shall be given to the bidder only after receipt of payment in the designated Bank account and after updating of such information in the e-Auction website. This may take some time as per banking process and hence bidders, in their own interest, are advised to submit the pre-bid EMD amount well in advance to avoid any last-minute problem.**
5. **Refund to non-H-1 bidders** as per their online request will be processed from next working day (credit to their account may take 3-4 working days) after raising of EMD refund request by the bidder through their login. Refund to Bidder as per their online request (made through Emd Refund Request link) will be processed from MSTC, Head Office, Kolkata. The Emd Refund Request link shall be active only between 6:00 a.m. to 12:05 p.m. one day after close of e-Auction.
6. **Only those parties who have deposited Pre-Bid EMDs above shall be allowed to participate in the concerned lots/properties of this e-auction.**
7. The Pre-Bid EMD of successful bidder will be retained by MSTC as non-interest-bearing Security Deposit.
8. Subject to receipt of approval of seller for sale, the non-interest-bearing Security Deposit may be adjusted towards balance payment to be made by the buyer as per the Special Terms and Condition of this auction.
9. In case of non-submission of Sale Consideration within the stipulated time as per e-Auction terms, the Pre-Bid EMD Deposit/Security Deposit of the successful Buyer will stand forfeited without any further notice.

3.0 Post Bid Payment Details

1. Payments of Sale Consideration are to be made in favor of Seller through RTGS/NEFT mode only **as per instructions issued at the time of issue of Acceptance letter.**
2. In any case, cheques of any bank / Bank Drafts / POs etc. will not be accepted by the seller. (i.e., all Payments through e-Payment by RTGS/NEFT only).
3. In case any statutory due or levy (such as GST) is payable, the same will be payable by the successful bidder over and above the bid value.

4.0 Inspection Details

1. The prospective bidders are advised to mandatorily check/inspect the property/machinery/site etc. as the case may be, to ascertain the physical condition before they bid. Any issue raised by the bidder after bidding won't be entertained.
2. The bidder/buyer must clearly understand that MSTC/Seller do not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The bidder/buyer must satisfy himself on all aspects pertaining to the property prior to bidding in e-Auction and he will not have any recourse after the submission of the bid on Seller/MSTC for any deficiency in the documents or title of the property. No complaint, whatsoever, in this regard would be entertained after the submission. The interested bidders may carry out their own due diligence in respect of the Property.

3. The Bidder who submits the bid shall be deemed to have full knowledge of the condition of the Property/ assets the bidder is interested in, relevant documents, information, etc. whether he actually inspects or visits the property and verifies regarding it or not. Bidders shall be deemed to have inspected and verified the Property to their entire satisfaction and for the purpose, bidders may, in their own interest and at their own cost, verify the area of the Property and any other relevant information before submitting the Bids. It shall be presumed that the Bidder has satisfied himself/herself about the title documents pertaining to the Property, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the Property and that the Bidder concurs or otherwise admits the identity of the Property to be purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the Property and their condition.
4. The properties may be inspected between the dates indicated in auction Catalog on any working day during office hours in the presence of seller's officials/representative. For inspection of property, the name of contact official with their contact details is as mentioned above. The e-Auction commencement date/ closing date are also as mentioned above. The bidder has to satisfy himself about property in every aspect.
5. The principle of ~CAVEAT EMPTOR~ (LET THE BUYER BE AWARE) will apply.
6. For inspection, the registered Parties (or their Authorized Representative) should produce their e-Auction Photo ID Card to the Seller or produce a copy of this e-Auction Catalogue downloaded from the Seller Website or prior Intimation for inspection issued to coordination official/ authorized official of Seller via email.

5.0 Terms of Sale

1. ELIGIBILITY FOR REGISTRATION WITH MSTC AND PARTICIPATION:
 - a. Only Individuals / Institutions / Societies / Companies / Govt. Companies / PSUs / Ministries / Embassies who are legally competent to enter into contract are eligible.
 - b. Registration as buyer may be in sole or joint names. All correspondence by seller shall be made in the name of the first person only.
 - c. In the category of Institution / Society / Company, documentary proof including latest Annual Report / Memorandum and Articles of Association shall accompany during the registration.
2. E-Auction bids are invited for sale of immovable & movable properties of Seller is on "AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS and No Complaint basis" only. It would be deemed that by submitting the Bid the bidder has made a complete and careful examination of the Property and has satisfied himself/itself of all the relevant and material information in relation to the Property. It will also be presumed that buyer has understood that he would have no recourse to seller post transfer of ownership rights of the concerned property.
3. The Bidders who are participating in the e-Auction may submit their bid(s) at the Starting Price and with a minimum incremental as indicated in the Lot Description.
4. e-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-Auction catalogue may be treated as (IST) Indian Standard Time only.
5. The rates are to be quoted in Indian Rupees only.

6. The Bidders who are interested to purchase above property(ies) through e-Auction and are not already registered with MSTC for Purchase of Properties, may get themselves registered with MSTC as bidder for e-Auctions and submit the required Pre-bid EMD amount, through Pay Pre-Bid EMD Link in their login.
7. **Nature of Property:** Nature of the subject properties are as per Property/Lot description.
8. **e-Auction Result/Status:** It must be seen by the Bidders online through the link Auction Status immediately after closing of e-Auction which will be displayed up to 7 (Seven) calendar days from the date of Closing of e-Auction (excluding the date of closing of e-Auction).
9. Acceptance/Rejection of the Highest (H-1) bid received in the e-Auction will be done by seller.
10. **Payment terms :** If the status of the H1 bid is Accepted, the Pre-Bid EMD shall be converted into Security Deposit and an Acceptance Letter will be issued by MSTC. The successful bidder shall be required to deposit the 15% of the bid/ sale value within 1 day of acceptance of sale and balance Bid/sale value (along with other duties/taxes, if any) within 15(fifteen) days from the date of issue of Acceptance letter (including the date of issue) of MSTC, by RTGS/NEFT.
11. Failure to deposit the balance Bid/Sale value, as specified herein in this clause, shall lead to forfeiture of Security Deposit without further reference to the bidder/buyer. While making payment towards this balance payment, buyer may adjust the Pre-bid amount lying as Security Deposit against this property. If the last date of payment is a public holiday, the next working day shall be treated as the last date of payment.
12. After the full payment of Sale Consideration by the successful buyer, all the approvals, consents, licenses, permissions required for effectively transferring the Property to the buyer shall be responsibility of the buyer only, provided however, seller shall be responsible to provide all the relevant internal approvals/permissions/consents on which buyer has control.
13. All charges on account of obtaining necessary clearances or approvals (including but not limited to society charges, NOC Charges, electricity, water, society charges, maintenances charges and charges required for transfer of the said property in favor of the successful bidder) should be undertaken by the successful bidder at its own cost, effort and liabilities starting from the date of issue of relevant Acceptance Letter/Sale Order from MSTC.
14. Transfer of the ownership of the property in the prescribed form of application along with the processing fee as per applicable rule(s) will be made on the name(s) of successful bidder only at the cost and expenses of the successful bidder after payment of the full Sale Value and any other dues.
15. No additions / deletions / Amendment of names of the bidders shall be permitted after the start of e-Auction. Name of the Bidder(s) submitted at the time of registration as a buyer in MSTC portal shall only be considered for this purpose.
16. After receipt of the necessary document's procedure will be initiated by seller to transfer of ownership to the Buyer as per the prevailing rules and regulations of the State Concerned. Provided, however, execution costs and formalities including proper documentation and registration shall be sole responsibility of the successful bidder and all the expenses including processing fee, stamp duty implications or other taxes, duties, cess, charges or imposts in relation thereto, including legal expenses, if any shall be borne by the successful bidder. The sale shall be executed on the receipt of entire sale

consideration and subject to compliance of all terms and conditions of e-Auction by the buyer. The successful buyer will on his own cost arrange to get the property transfer in their name after the payment of Sale Consideration.

17. **Force Majeure:** Seller shall not be liable for any failure or delay in performance due to any cause beyond their control limited to fires, floods, strikes, go-slow, lock-down, closure, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond their control and the existence of such cause or consequence may operate at the sole discretion of Seller to extend the time of performance on the part of seller by such period as may be necessary to enable seller to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

18. General Terms:

- i. **VALIDITY OF BIDS:** All the bids will be valid for 60 Days from the date of closing of e-Auction, excluding the date of closing. In case the 60th day falls on a holiday or remains closed for MSTC/Seller, such Bids will be deemed to be automatically extended to be valid up to the next working day of MSTC/Seller.
- ii. **CAUTION IN SUBMISSION OF BID:** The Bidder shall be solely responsible for all consequences arising out of the bid submitted by them (including any wrongful bidding by him) and no complaint/ representation will be entertained by MSTC/Seller in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of 0s/No. of Digits/Unit of Measurement etc.) their bid before submitting into the live e-Auction floor by clicking the 'Bid' Button.
- iii. There is no provision for putting Bids in decimals. During Live Auction, only brief Lot/Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Item Details can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Property Details before bidding and no representation / complaint in this regard will be entertained by MSTC/Seller from the Bidders.
- iv. The Bidder(s) shall have no right to issue any addendum to these STC, GTC and BSTC to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.
- v. Seller reserves the right to accept / reject any offer / bid, withdraw from sale, the property offered for sale in full or part thereof prior to or after the acceptance of the bid without specifying any reason thereof.
- vi. Non-Resident Indians (NRIs) can also participate after fulfilling the eligibility criteria (such as PAN Card, Address proof of Residence in India, Attested signature from any of the Nationalized Bank in India where individual is the Account Holder) required under Indian Laws for proof of NRI. Any NRI, if successful, shall be required to make all payments in Indian Currency and shall follow Indian Laws for all such matters.
- vii. The sale shall be subject to cancellation (with forfeiture of EMD) for violation of any of the terms and conditions or stipulations or instructions.

- viii. All rates, taxes, charges, fees, assessment and other levies, cost of registration, stamp duty etc., of whatsoever nature shall be paid by the successful bidder to the concerned authority/body. These shall be payable over and above the sale consideration.
 - ix. It shall be the responsibility of the successful bidder(s) to obtain NOC, if required, for subsequent registration in favour of the buyer, necessary Permission for approval of building permission, sub-division of Block/Plot from the appropriate local authority as required under the law and to make payment of fees as may be required under various laws, rules and regulations. It shall be the responsibility of the successful bidder to have service connection secured from the respective organizations for electricity, water supply & drainage and at his/her/their own cost. Seller will not take any responsibility in this regard.
 - x. Seller/MSTC reserves the right to defer, cancel, alter, amend or modify the Notification /Advertisement /Auction Catalogue prior to commencement of e-Auction.
 - xi. All the correspondence will be made to the address/e-mail as appearing in the registration with MSTC. It shall be the responsibility of the bidder to keep his email id valid.
 - xii. Any amendment made will form part of the terms and condition and no individual intimation will be sent to the bidders.
 - xiii. In all matters of doubts or disputes or in respect of any matter not provided for in these terms and conditions, the decision of seller shall be final and binding.
 - xiv. The property put for e-Auction is on 'AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS and No Complaint Basis'. The bidders shall inspect the property and satisfy themselves of the condition and location of the property before participating in the auction.
 - xv. Physical Handover of the property will be given to the successful bidder after execution of the Sale Deed.
19. In case of any dispute regarding payment/registration of the property or any other matter relating to this e-Auction, the decision of MSTC/Seller shall be final.
20. Non-Disclosure Clause: The bidder will maintain the confidentiality of e-Auction documents and all other information related to the bidding process and shall not use them for any purpose other than evaluation of the property for perspective of the bidding process. Bidders shall also refrain from reproducing/forwarding or dissemination of any document or information on bidding process to any other person except its legal and financial advisors.
21. ARBITRATION: In the event of any dispute arising between the parties hereto under this Agreement , both parties agree that such disputes/differences shall be referred to the decision of a sole arbitrator, appointed by CMD/Highest Official of Seller, for adjudication who shall follow the procedure as specified in the Arbitration and Conciliation Act, 1996 and the decision of the said arbitrator shall be final and binding,subject to the jurisdiction of City Civil Courts, New Delhi for filing of any petition from such arbitration proceeding including petition under Section-34 of Arbitration and Conciliation Act for setting aside of

the award. The venue of arbitration shall be at New Delhi, the language English and the costs expenses of such arbitration shall be borne equally by the parties hereto.

22. In the event of any dispute between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments/Organizations such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
23. All conditions of GST rules and regulations will be applicable.
24. The Contract shall be treated as having been entered into as soon as the bid is confirmed in favour of the successful bidders. The period of contract shall be upto transfer of Property in their name or forfeiture of EMD or 180 days, whichever is earlier. Seller shall reserve the exclusive right to extend the contact period.

6.0 Penalty Details:

1. **Default in Payment of Balance Sale Value within Timeline** :Upon default by the successful bidder , the advance amount deposited shall stand forfeited and in such an event the contract shall be automatically terminated, and the Security Deposit/all payments made by the bidder shall automatically stand forfeited without any prejudice. Seller/MSTC shall not bear any responsibility for delay in submission of payment by the buyer on account of not getting or delay in financial assistance (such as Loan) from Banks/financial institutions etc. The buyer has to make payment within timelines as specified in Terms of Sale above.
2. **Successful bidder's inability to conclude the transaction** - In the event successful bidder is an individual (person) and is unable to complete the sale of the said property as per the terms of the e-Auction (i.e. within period of contract) for any reason including but not limited to the death of the person (in which case it shall be the responsibility of his/her legal heir/assignees (successor) to adhere to the terms of e-Auction and complete the sale process in accordance to the e-Auction terms), the Pre-bid EMD and all other further payments made by the bidder, till date (if any) shall be forfeited, without any prejudice to the rights of the Bidder.

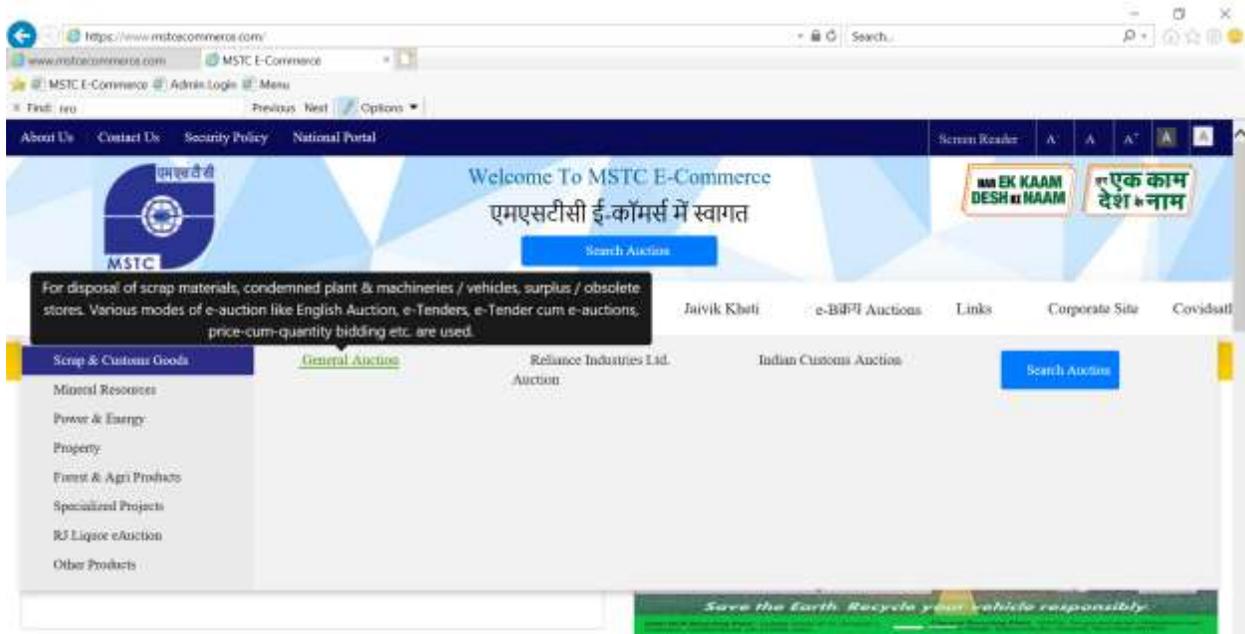
7.0 Rights of Principal/MSTC

1. PRINCIPAL reserves the right to withdraw in part or full or to close the contract any time during the currency of contract without assigning any reason thereof. This will not entitle the buyer to demand compensation or right for delivery of full quantity by way of extension of contract.
2. The Principal/Seller of the Properties reserves the right to withdraw at any stage the sale of any Property. The Principal/Seller will not be bound to assign any reason or details thereof. Value of the Properties so withdrawn, if any, and paid by the buyer will be refunded. The principal will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the buyer, nor for payment of any interest.

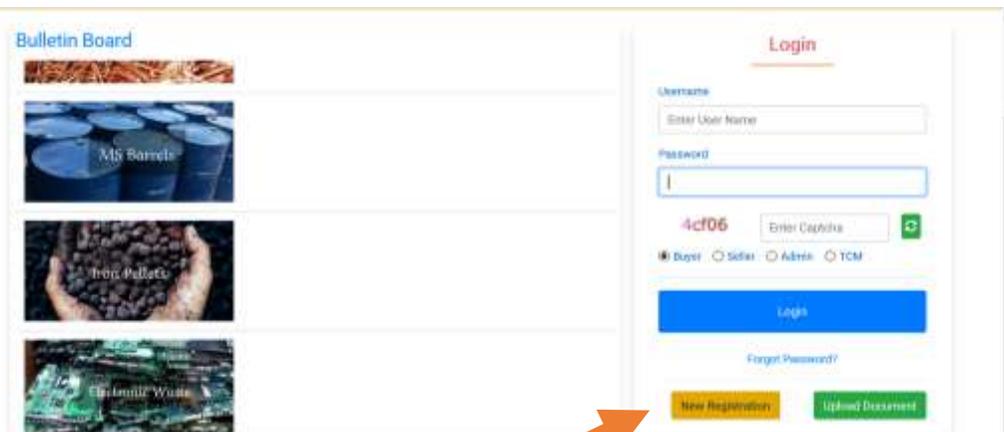
8.0 Registration Guide

- To participate in the e-auction process, intending buyers need to be registered with MSTC.

- The buyers already registered may login with their 'USERNAME' and 'PASSWORD'.
- For new Registration buyers need to visit the website: <https://www.mstcecommerce.com>
- Then click on Scrap & Custom Goods in the left menu, then click on General auction.
- Or visit the direct link : https://www.mstcecommerce.com/auctionhome/index_new.jsp
*(Best viewed in Internet Explorer (v10+))



- On the homepage, bidders need to click on "New Registration".



New Registration

On next page “GENERAL TERMS AND CONDITIONS OF E-AUCTION” will open. At the bottom of page click on “**Register as Buyer**”.



The screenshot shows a web browser window displaying the MSTC e-Auction website. The page title is "GENERAL TERMS & CONDITIONS OF e-AUCTION". The header includes the MSTC logo and the text "MSTC AUCTION A prompt and transparent service". The main content area contains the following text:

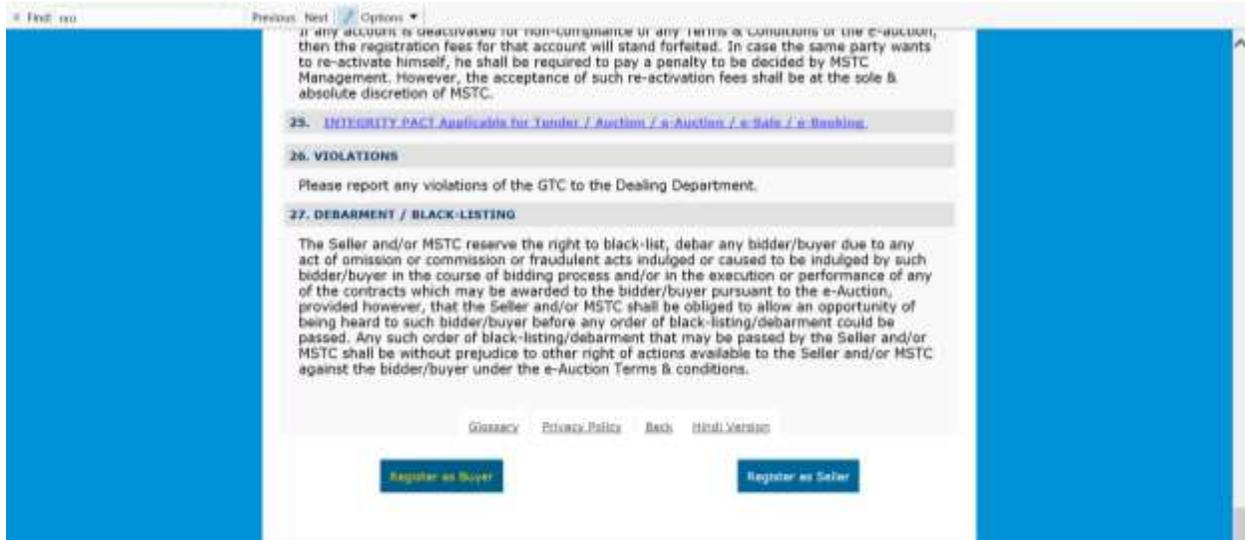
MSTC LIMITED
Street No. – 175, Plot No. – CF 18/2, Action Area – 1C
Newtown, Kolkata-700 156, India
Phone : (033) 2340-0000/0011/0012/0013

GENERAL TERMS & CONDITIONS OF e-AUCTION

1. WELCOME TO MSTC

This unique service of auction on the internet is offered to you, subject to the following General Terms & Conditions of Service ("GTC"), which may be updated by MSTC from time to time without notice to you. You can review the most current version of the GTC at any time at: www.mstcecommerce.com. In addition, when using particular MSTC services, you and MSTC shall be subject to any Guidelines or Rules applicable to such services which may be posted from time to time. All such Guidelines or Rules are hereby incorporated by reference into the GTC. MSTC may offer other services from time to time, which are governed by different General Terms & Conditions of Services.

Please refer to the relevant page for complete and updated terms and conditions



The screenshot shows a web browser window displaying the MSTC e-Auction website. The page title is "GENERAL TERMS & CONDITIONS OF e-AUCTION". The main content area contains the following text:

If any account is deactivated for non-compliance of any terms & conditions of the e-auction, then the registration fees for that account will stand forfeited. In case the same party wants to re-activate himself, he shall be required to pay a penalty to be decided by MSTC Management. However, the acceptance of such re-activation fees shall be at the sole & absolute discretion of MSTC.

25. INTEGRITY PACT Applicable for Tender / Auction / e-Auction / e-Sale / e-Banking.

26. VIOLATIONS

Please report any violations of the GTC to the Dealing Department.

27. DEBARMENT / BLACK-LISTING

The Seller and/or MSTC reserve the right to black-list, debar any bidder/buyer due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such bidder/buyer in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the bidder/buyer pursuant to the e-Auction, provided however, that the Seller and/or MSTC shall be obliged to allow an opportunity of being heard to such bidder/buyer before any order of black-listing/debarment could be passed. Any such order of black-listing/debarment that may be passed by the Seller and/or MSTC shall be without prejudice to other right of actions available to the Seller and/or MSTC against the bidder/buyer under the e-Auction Terms & conditions.

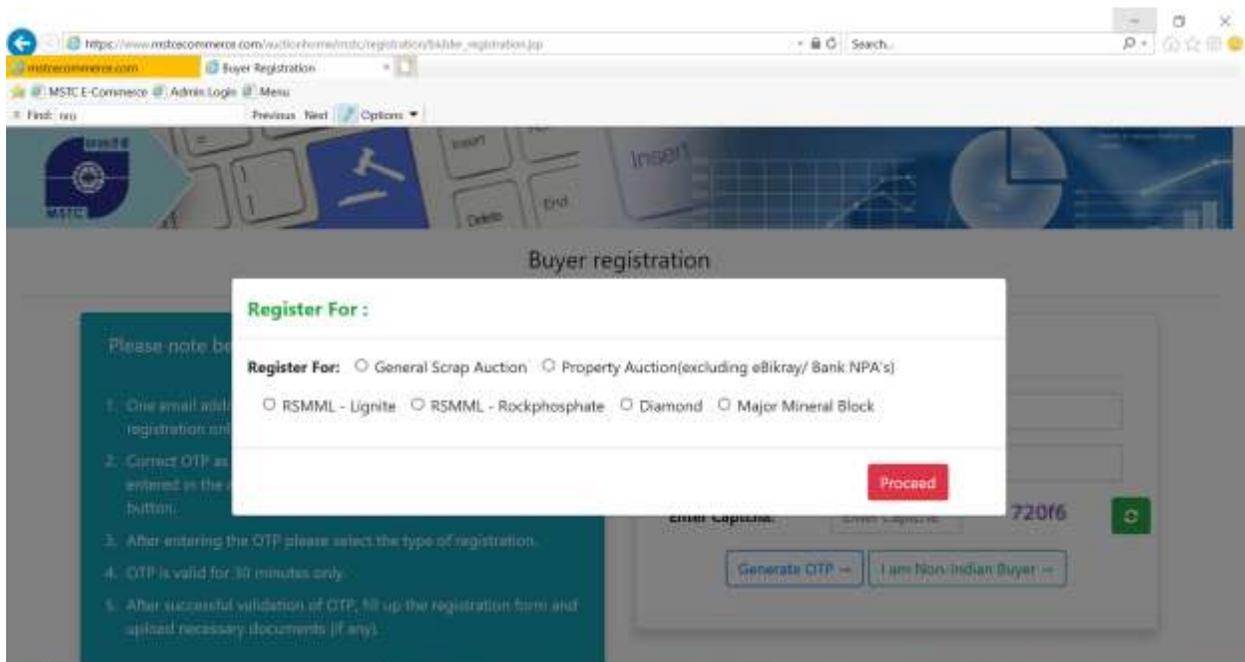
At the bottom of the page, there are two buttons: "Register as Buyer" and "Register as Seller".

After clicking “Register as a Buyer”, the next page, “BUYER SPECIFIC TERMS AND CONDITIONS (BSTC)” will open. At the bottom of page , bidder has to accept the terms and conditions by clicking on “AGREE”.



Please refer to the relevant page for complete and updated terms and conditions

Now Buyer Registration Form will open which need to be duly filled and submitted online. In buyer’s Registration form, select Type as applicable.



Buyer will enter their Email and mobile number for OTP verification.

Please note before you proceed to register:

1. One email address and one mobile number can be used for one registration only.
2. Correct OTP as received in email and mobile number should be entered in the appropriate fields before clicking on Submit button.
3. After entering the OTP please select the type of registration.
4. OTP is valid for 30 minutes only.
5. After successful validation of OTP, fill up the registration form and upload necessary documents (if any).

Register as Buyer

Enter Email: bhartiya22@gmail.com

Enter Mobile No.: 8285282330

I am Non-Indian Buyer --

Enter Email OTP: 926211

Enter mobile OTP: 625431

Submit -- Resend OTP --

Copyright © 2021 MSTC Limited. All rights reserved.

After OTP verification, the Registration form will appear which needs to be filled up by the buyers. In the form the prospective buyer must also create their unique User ID and Password.

Buyer's Registration Form

(All fields marked with * are mandatory)
Please note that your registration data shall be deleted if your registration is not activated within 30 days from the date of submission of this online form.

Company Type*: --Select Company type--

Buyer Type*: Properties

Company*:

Name of Authorized Person*:

Postal Address*:

City*:

Pin*:

State/Union Ter*: -----select state-----

Country*: INDIA

E Mail*: bhartiya22@gmail.com

After successful online registration, an auto e-mail Confirmation Letter will be sent to the buyer confirming him the Buyer Registration Details and advising him to complete the other formalities.

Bidders needs to login through username and password to pay the applicable registration fees to make their account operative.

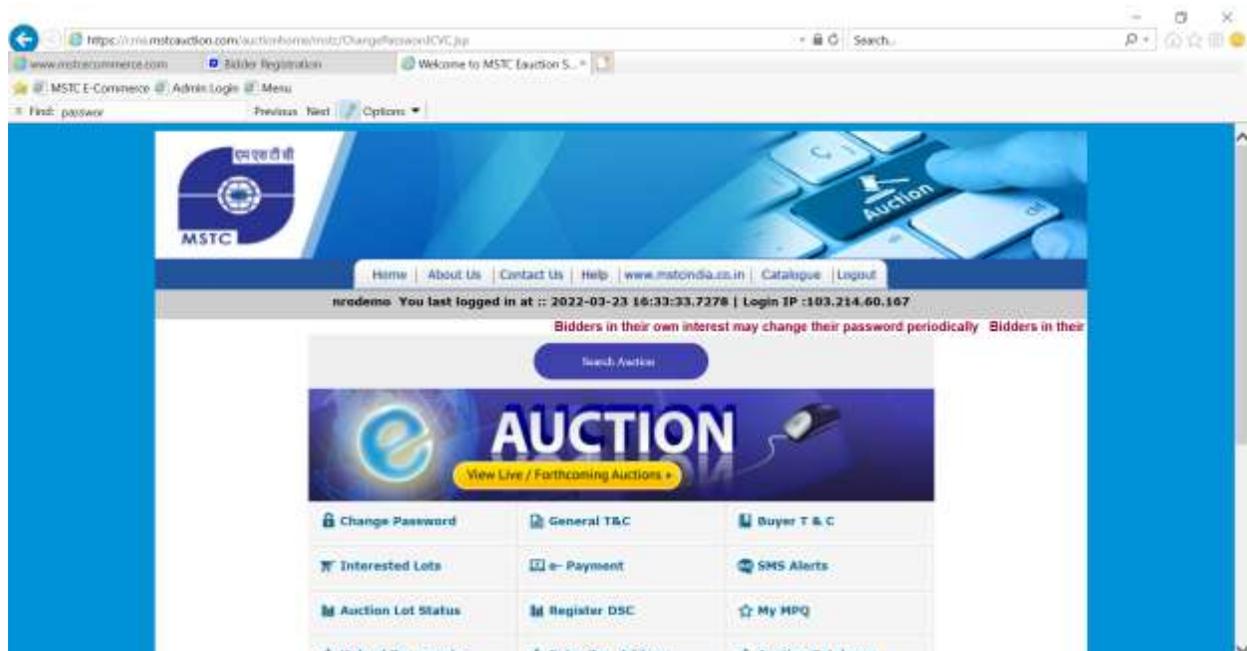
Bidders are advised to pay pre bid EMD one day before the date of auction, if applicable.

Bidder may contact Helpline phone number 01123212357, 01123215163, 01123217850 from 10 AM to 5:30 PM on all working days for all technical issues relating to registration and bidding process.

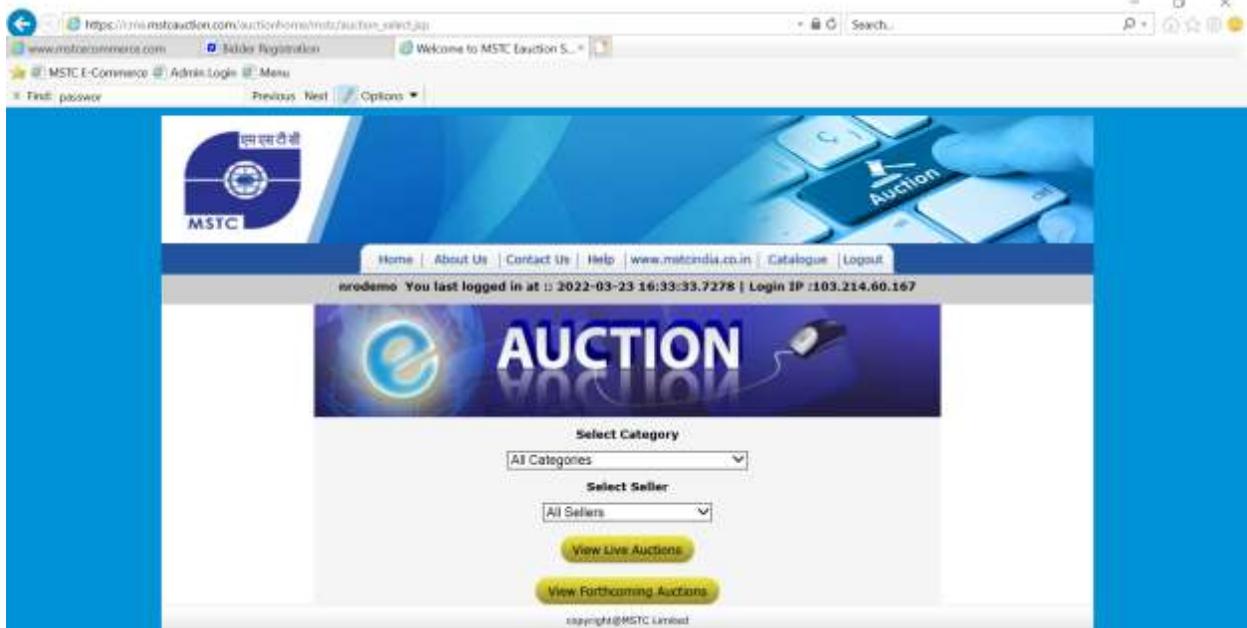
9.0 Bidding Guide

To participate in this e-auction process, intending buyers need to login at website

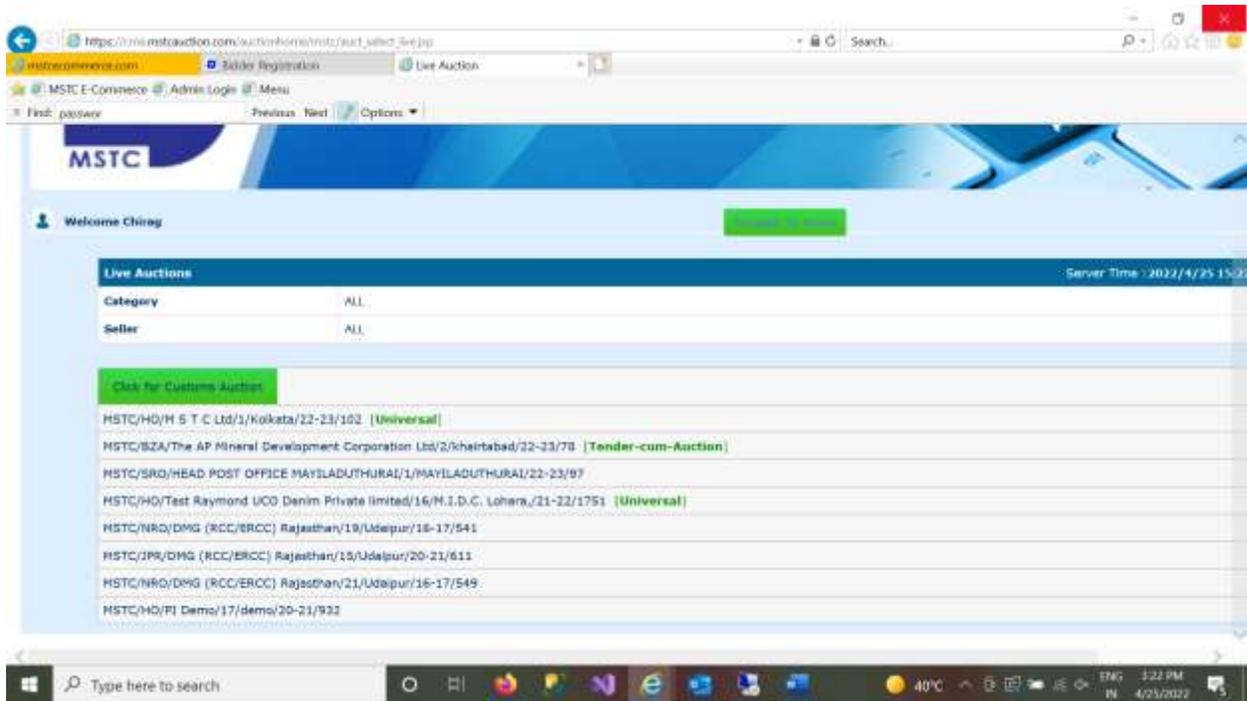
https://www.mstcecommerce.com/auctionhome/index_new.jsp with their 'USERNAME' and 'PASSWORD'. Click on "View Live/Forthcoming Auctions".



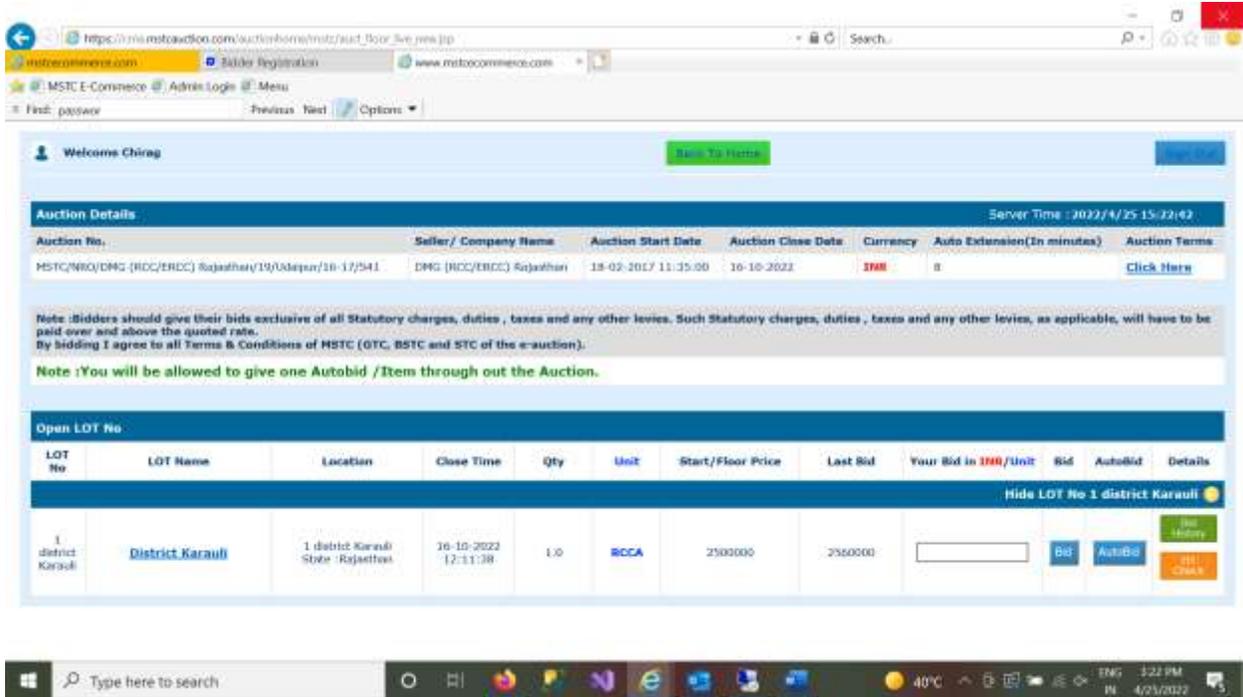
On next page, click on "View Live auctions" to enter in live bidding floor.



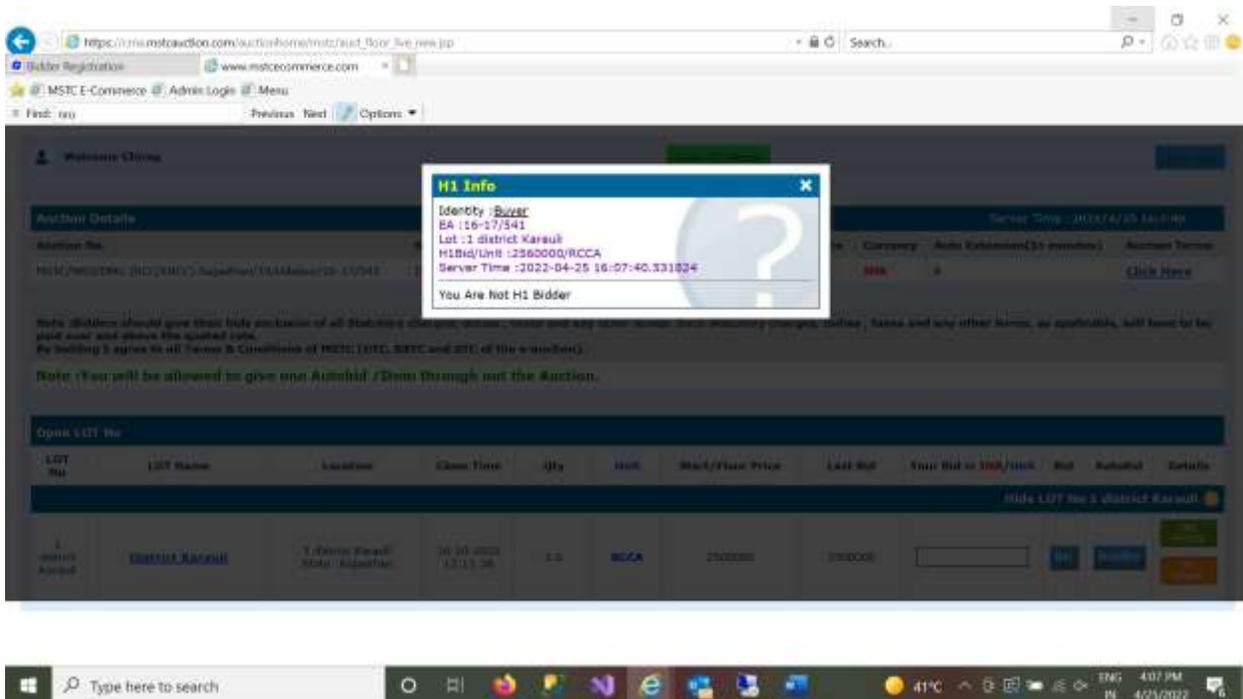
On live floor find your desired auction reference number and click on it.



Live floor for the e-Auction will open.



On live floor, bidder may bid a value higher than or equal to the start/floor price displayed. Bidders may bid value in increment (as defined in auction catalogue).



Bidding time will initially be for the period mentioned in the auction catalogue and the closing time of the auction is system controlled. If any market-leading bid (bid high than the highest at

the point in time) is received within the last eight (8) minutes of closing time for a lot, the bidding time will be extended automatically by eight (8) minutes. In case, there is no bid in the extended 8 minutes, the bidding against that particular lot shall get closed automatically without any extension. If no increment bid comes within the last 08 minutes of designated bidding period mentioned in the auction catalog, then also the auction for that particular lot will close once the designated timing is over.

On closing of e-Auction, H1 bidder will get an email from MSTC advising further action required on H1 bidder's end. Acceptance of all the bids is subject to approval (STA) of the Principal/Seller in this case IREDA.