भारतीय प्रतिभूति और विनिमय बोर्ड Securities and Exchange Board of India	**SEBI Bhavan II, Plot No. C-7, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051** **E-mail: pankajs@sebi.gov.in, naveenm@sebi.gov.in, auctions@quikrrealty.com** **Ph. No. 022 2644 9127, 9321575329**	**Notice of E- Auction / Sale**

NOTICE OF SALE FOR E-AUCTION OF OFFICE PREMISES (PROPERTY) OF CHROMATIC INDIA LIMITED

Securities and Exchange Board of India ("***SEBI***") invites bids for sale of attached office premises ("***the property***") in the recovery proceedings under Certificate Nos**. 3747 of 2021** against **Chromatic India Limited (PAN: AAACC6220B) (*'the defaulter'*** or ***'the defaulter company'***), through e-auction platform on ***'as is where is and whatever there is'*** basis. **Quikr Realty Private Limited (***hereinafter referred to as* ***"the Agency"*****)** has been appointed/engaged by SEBI to assist with the e-auction and **M/s C1 India** has been appointed by the Agency as the e-auction provider and online registration & e-auction will be conducted through https://www.quikrrealty.com/e-auction/ .

It is noted that the property was originally purchased by **Blue Rock Dyes & Chemicals Limited (Blue Rock),** a subsidiary of the defaulter company**,** from M/s Unitech Limited, vide agreement dated February 02, 1993. Later, Blue Rock, pursuant to the order of Hon'ble High Court at Bombay, was amalgamated with the defaulter company with effect from August 24, 2006. Thereafter, Managing Committee of Maker Chambers V Premises Co-Operative Society (Society), vide letter dated February 09, 2008, informed the defaulter about the change in name of the company in its records.

It is further noted that an entity named, **Senciya Minerals** ("**the Claimant**"), after the Notice of Sale dated August 14, 2024 ("**e-auction notice**") was issued for the sale of the property ("**First Auction**"), claimed the property as its own and objected to the sale of the property (i.e. objected to the First Auction) before the Recovery Officer, SEBI. Further, the Claimant had filed a Writ Petition (Lodging) No. 28183 of 2024 ("**WP**") before Hon'ble High Court of Judicature at Bombay ("**Hon'ble HC**") on September 10, 2024 seeking quashing and setting aside of the e-auction notice dated August 14, 2024. The said WP is pending and the order therein can be perused from the website of Hon'ble HC. It is further noted that the Recovery Officer, SEBI, vide an order dated September 27, 2024 disallowed the claim/objection raised by the Claimant. The said order is available on the SEBI website and can be perused using the link below:
https://www.sebi.gov.in/enforcement/auction-notice-under-recovery-proceedings/sep-2024/order-by-the-recovery-officer-under-rule-11-of-the-second-schedule-to-income-tax-act-1961-read-with-section-28a-of-sebi-act-1992-issued-under-rc-no-3747-of-2021-drawn-against-chromatic-india-limi-_87067.html

Intending bidders are invited to submit their bid(s) online along with an amount equivalent of 10% of the Reserve Price as **Earnest Money Deposit (EMD)** for the sale of the property shown in table below, to be paid through EFT/NEFT/RTGS/IMPS:

Description of Immovable Property (Table 1)

Description of the Property	Area of the property as per sale deed	Reserve Price (Rs.)	Earnest Money Deposit (In Rs)	Bid Increase Amount (In Rs.)	Date & Time of E-auction
Office Premises, 501, 5th Floor, Maker Chamber V, Plot No. 221, Nariman Point, Mumbai-400021	Built-up area - 42.735 Sq. Mtr. (i.e. 460 Sq. Ft. of Built-up Area)	1,67,96,393/-	16,79,640/-	1,70,000/-	January 22nd, 2025 (11:00AM to 1:00PM)

Note:

(a) The intending bidder(s) should make their own independent enquiries regarding the extent, measurement, nature, type, classifications, encumbrances, litigations, attachments, acquisition liabilities of the property, title, survey number(s) / plot number(s) and claim/rights/dues, etc. in respect of the property put on auction, prior to submitting their bid(s). The notice of sale does not constitute and will not be deemed to constitute any commitment or any representation of SEBI / the Agency. The property is being sold with all the existing and future encumbrances, whether known or unknown to SEBI / the Agency. SEBI / the Agency shall not be responsible in any way for any third party claims/rights/dues, etc. Taxes/other applicable rates, charges etc. of whatever description, shall have to be borne by the successful bidder(s).

(b) The words online auction and e-auction are used interchangeably.

(c) Singular word includes its plural and vice-versa.

1. **EMD Remittance:** The intending bidder is required to **submit its EMD (*amount as mentioned at table 1 above*) on or before 16th January, 2025 up to 5.00 P.M.** through EFT/NEFT/RTGS/IMPS transfer to "**SEBI Recovery Proceeds Account**" No. **SEBIRNAUC3747** of **Bank of India, IFS Code– BKID00VAN04** followed by an intimation to: pankajs@sebi.gov.in, naveenm@sebi.gov.in and auctions@quikrrealty.com**.** The Bid Form (Online) along with KYC documents and details of EMD shall be submitted latest by **16th January, 2025 up to 5.00 PM.** The intending bidder(s) shall specify name of the property (i.e. Office Premises, Maker

Chambers V) at the time of depositing EMD and the same shall be intimated through email to: **pankajs@sebi.gov.in, naveenm@sebi.gov.in** and **auctions@quikrrealty.com.**

2. **Online Auction will take** place **on 22nd January, 2025, from 11.00 AM to 01.00 PM,** with auto time extension of 5 minutes each from the expiry of the closing time given above, 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, till sale is concluded. E-Auction will commence at highest price (not below the **Reserve Price**) offered by the Intending Bidder(s) in the Bid Form (Online) and subsequent bidder(s) can increase / quote their bids in multiples of **"Bid Increase Amount"** as detailed above in the Table 1**.** 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 automatically extended **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. In such manner, there shall be an extension of bidding-time, each of five minutes duration, till auction is concluded.

3. Sale/Auction shall be through online bidding. Bidders can participate in the e-auction from anywhere.

4. The Bidder shall not be entitled to withdraw the bid/s once submitted on payment of EMD. 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 before the revised last date of submission of bids through the registered e-mail ID and seek a refund of EMD.

5. The property shall not be sold below the Reserve Price fixed. Bidders are advised to enter their bid accordingly, keeping in mind the five minutes' duration. No complaint on time-factor or paucity of time for bidding shall be entertained.

6. The highest bidder shall be declared the successful bidder subject to confirmation by SEBI and he / she will be intimated at the registered e-mail ID, after closure of auction.

7. **Inspection.** The intending bidders can view scanned copies of the title deed/document (certified copy of which has been obtained from concerned Sub-Registrar office) on the website / portal of the Agency before submission of EMD and the registration process. The

inspection of the property shall be allowed to the intending bidders on **January 06, 2025, from 11:00 AM to 04:00PM** by contacting the Agency. For inspection, intending bidder may submit /email their request to the Agency at **auctions@quikrrealty.com** , latest by **05:00 PM, December 27, 2024**. It shall be the responsibility of the intending bidders to inspect the properties and documents relating thereto from the concerned local authorities and satisfy themselves about the title and nature of property before submitting EMD and/or bid in e-auction (*refer the note given on the page 2 of this notice of sale*).

8. The intending bidders after submitting/remitting the EMD, shall have to duly fill the physical Bid Form along with Declaration (*as given in the Annexure-I*). The intending bidder shall send the Bid Form and Declaration along with the KYC and other documents (*refer the Terms and Conditions of Tender cum E-Auction*), to the Agency at **auctions@quikrrealty.com** and also to the SEBI at **pankajs@sebi.gov.in** and **naveenm@sebi.gov.in**. Further, the intending bidder shall also sign all the pages of the Annexure-II (General Guidelines to Bidder) and Annexure-III (Technical Terms and Conditions of Online Auction Sale) and send to both the Agency and SEBI at the email addresses given above.

9. The Agency, after verifying the duly filled form and the documents, shall send an auction participation link to the email ID of the intending bidder as informed by him in the Bid Form. The intending bidder shall register using the link and upload the Bid Documents, such as Bid Form and Declaration (*as given in Annexure-I*), signed Annexure-II and Annexure III, KYC and other documents, etc. by following the instruction contained therein. Upon uploading of the documents, the intending bidder will receive a confirmation from the agency and intending bidder can thereafter participate in the E-Auction on the auction date and time.

10. The successful bidder shall have to deposit 25% of the highest / successful bid amount (inclusive of EMD amount), after the closure of the auction, within 48 hours of receipt of intimation from the Agency/SEBI declaring them as successful bidder, and the balance amount along with 1% of highest / successful bid amount as poundage fee within 15 (fifteen) days from closure of auction, to SEBI Bank Account number mentioned at para 1 of this Notice. All the payments shall be made through EFT/RTGS/NEFT/IMPS to the Bank Account details mentioned at para 1 of this Notice and shall be intimated to **pankajs@sebi.gov.in, naveenm@sebi.gov.in** and **auctions@quikrrealty.com,** immediately. If the said amount is not paid within the specified time, then, the cost of the auction shall be recovered from the

deposit money and the balance shall be forfeited forthwith. No request for extension of time for depositing 25% of the successful bid amount, balance amount and Poundage Fees shall be entertained under any circumstances.

11. The payment of all statutory / non statutory dues, taxes, rates, assessments, charges, fees, dues to any authority, conveyance, stamp duty, etc. owing to anybody shall be borne by the successful bidder(s) only.

12. EMD of unsuccessful bidder shall be refunded without interest only after the successful conclusion of the auction process.

13. The interested bidder(s) who require assistance in creating Login ID & Password, uploading data, submitting Bid Form, Training / Demonstration on Online Inter-se Bidding etc., may contact Auction Team of Quikr Realty Limited at (+91 9321575329), Mr. Jay Singh (+91 7666361801), Mr. Rohit Sharma (+91 9619118875) (and/or) email at **auctions@quikrrealty.com**, and the Auction Team would further redirect the bidder to the M/s C1 India team to successfully complete the online registration process. The address of Quikr Realty Limited is *'Gunta no 106, Sub 5, 6, 7, 8 & 9, SRK Nagar Post, D no 167, Thanisandra, Krishnarajapuram Hobli, Bangalore, Karnataka, PIN Code-560077'***.**

14. The sale shall be subject to the order of SEBI and detailed terms and conditions of the Notice of Sale.

Place: Mumbai

Date: December 20, 2024

Pankaj Yuvaraj Shinde

Recovery Officer and DGM

Securities and Exchange Board of India (SEBI)

Securities and Exchange Board of India

SEBI Bhavan-II, Plot No. C-7, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051, Ph: 022-2644 9958 and 022- 2644 9790

TENDER CUM E-AUCTION

This document has been issued for the purpose of carrying out the e-auction in respect of the property of **Chromatic India Limited (hereinafter referred to as '*the defaulter*' or '*defaulter Company*'**) by way of issuance of Notice of E-Auction for Sale (the Notice). **Quikr Realty Private Limited (the Agency)** has been appointed engaged by SEBI to assist with the e-auction and M/s C1 India has been appointed by the Agency as the e-auction provider. The sale of property by e-auction mentioned in the Notice shall be subject to the following conditions:

TERMS AND CONDITIONS OF TENDER CUM E-AUCTION

1. Auction shall be by way of online electronic bidding through the link provided on the website of **the Agency** i.e. https://www.quikrrealty.com/e-auction/ . The intending bidders after submitting/remitting the EMD, shall have to duly fill the physical Bid Form along with Declaration (*as given in the Annexure-I*). The intending bidder shall send the Bid Form and Declaration along with the KYC and other documents (*refer the Terms and Conditions of Tender cum E-Auction*), to the Agency at **auctions@quikrrealty.com** and also to the SEBI at **pankajs@sebi.gov.in** and **naveenm@sebi.gov.in**. Further, the intending bidder shall also sign all the pages of the Annexure-II (General Guidelines to Bidder) and Annexure-III (Technical Terms and Conditions of Online Auction Sale) and send to both the Agency and SEBI at the email addresses given above.

2. The Agency, after verifying the duly filled form and the documents, shall send an auction participation link to the email ID of the intending bidder as informed by him in the Bid Form. The intending bidder shall register using the link and upload the Bid Documents, such as Bid Form and Declaration (*as given in Annexure-I*), signed Annexure-II and Annexure III, KYC and other documents, etc. by following the instruction contained therein. Upon uploading of the documents, the intending bidder will receive a confirmation from the agency and intending bidder can thereafter participate in the E-Auction on the auction date and time.

3. The property, as mentioned in the Notice of Sale dated December 20, 2024 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 SEBI and/or the Agency. The extent of the property shown in the Notice of Sale is as per the details obtained from concerned Sub-Registrar Office. Hence, SEBI and/or the Agency shall not be responsible for any variation in the extent due to any reason.

4. Intending bidders are advised to peruse copies of title deeds, available on the website of the Agency to undertake any verification of the identity and correctness of the property details, encumbrances with the concerned Sub-registrar's office as well as revenue records, to their satisfaction, without recourse to SEBI and/or the Agency.

5. Intending bidders should not be a 'Related Party' to the defaulter company. Related Party' shall have the same meaning as assigned to them under section 2(76) of the Companies Act, 2013.

6. The sale shall be by Tender-cum-e-Auction to the highest bidder subject to confirmation by SEBI.

7. Bidders may participate in the e-auction online from anywhere in India or outside India. The intending Bidder shall participate in the e-Auction on his own behalf and no third party intervention (except authorised representative of bidder which is a Body Corporate) would be permitted.

8. The successful bidder / purchaser shall bear the charges/ fee payable as per law for conveyance of the property such as applicable stamp duties/ additional stamp duty / transfer charges, registration expenses, fees, etc. for transfer of the property in his / her / its name(s). All taxes shall be borne by the successful bidder / purchaser.

9. In case the bidder is not having a PAN, then, he/ she shall submit an affidavit on a Rs.100/- non-judicial stamp paper stating the reasons for exemption from Rule 114B of the Income-

tax Rules, 1962. In case, the intending bidder is a corporate legal entity or an incorporated body, the constitution documents of the entity, resolution authorising the person to act as the authorized representative and the KYC documents of the authorised representative shall have to be filled up and uploaded.

10. EMD amount equivalent to 10% of the reserve price (as mentioned in Notice of Sale) shall be made through EFT / RTGS / NEFT / IMPS transfer to "**SEBI Recovery Proceeds Account**" No. **SEBIRNAUC3747** of **Bank of India, IFS Code– BKID00VAN04**, followed by an immediate intimation to **pankajs@sebi.gov.in,** **naveenm@sebi.gov.in** and **auctions@quikrrealty.com**; and the details of remittances made shall be entered in the Bid Form(Online) along with the UTR number, date of remittance and the Bank name.

11. The Agency shall provide training to the registered bidder(s) at their request before the date of auction. Prospective / Intending bidders may avail online training on e-auction from https://www.quikrrealty.com/e-auction/ .

12. SEBI / the Agency shall not have any liability towards bidders for any interruption or delay in access to the site or any other technical glitch irrespective of the cause.

13. The registered bidder shall log in to the auction portal at the commencement of auction with the user ID and password provided by the Agency. The Bidder shall not be entitled to withdraw the bid/s once submitted on payment of EMD. 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 SEBI and the Agency before the revised last date of submission of bids through the registered e-mail ID and seek a refund of EMD.

14. The highest bidder shall be the successful bidder subject to confirmation by SEBI and it/he/she will be intimated at the registered e-mail ID immediately after closure of auction.

15. **Inspection.** The intending bidders can view scanned copies of the title deed/document

(certified copy of which has been obtained from concerned Sub-Registrar office) on the website / portal of the Agency before submission of EMD and the registration process. The inspection of the property shall be allowed to the intending bidders on **January 06, 2025, from 11:00 AM to 04:00PM** by contacting the Agency. For inspection, intending bidder may submit /email their request to the Agency at **auctions@quikrrealty.com** , latest by **05:00 PM, December 27, 2024**. It shall be the responsibility of the intending bidders to inspect the properties and documents relating thereto from the concerned local authorities/Sub-registrar and satisfy themselves about the title and nature of property before submitting EMD and/or bid in e-auction (*refer the note given on the page 2 of this notice of sale*).

16. Intending bidders may avail online training on e-auction from https://www.quikrrealty.com/e-auction/ 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, if necessary.**

17. The e-Auction shall commence strictly at the scheduled date and time and above the highest quotation received (not below the "Reserve Price"). The bids shall be in multiples of the Bid Increase Amount as given in the Table-1 of the Notice of Sale. 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. Online auction will take place as per the Notice of Sale with auto time extension of 5 minutes each, till sale is concluded.

18. The sale may be stopped, postponed or cancelled, if so, directed by SEBI.

19. The successful bidder should pay 25% of the bid amount including the EMD already paid, after the closure of the auction, within 48 hours of receipt of intimation from agency/SEBI declaring them as successful bidder. The balance amount along with 1% of bid amount as poundage fee shall be paid within 15 (fifteen) days from closure of auction. All the

payments shall be made through EFT/RTGS/NEFT/IMPS to the above-mentioned Bank Account number, and shall be intimated **pankajs@sebi.gov.in, naveenm@sebi.gov.in** and **auctions@quikrrealty.com,** immediately. In case 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. No request for extension of time for depositing 25% of the successful bid amount, and balance amount and Poundage Fees shall be entertained under any circumstances.

20. The sale shall be absolute once it is confirmed and certificate of sale is issued.

21. The "Certificate of Sale" shall be endeavoured to be issued by SEBI, 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 name(s) in the Certificate of Sale shall be entertained other than those mentioned in the Bid Form (Online).

22. The sale shall be stopped, postponed or cancelled, if so directed by SEBI.

23. Any complaint arising out of this auction process shall be decided by SEBI. However, SEBI/the Agency shall not be liable for any issues relating to e-Auction platform, failure of internet connection, server problems, etc.

24. 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.

25. 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*** and on e-auction service portal i.e. https://www.quikrrealty.com/e-auction/**.** The adjourned dates and time for submission of bid(s) will also be available on the SEBI's website: ***www.sebi.gov.in*** and on the website of the Agency i.e. https://www.quikrrealty.com/e-auction/**.** .

26. The decision of SEBI declaring the successful bidder shall be final and binding on all the Bidders.

27. EMD of unsuccessful bidder shall be refunded without interest only after the successful conclusion of the auction process.

28. All conditions of sale shall be governed by this Terms & Conditions of Tender cum E-auction read with Notice of Sale for dated 20.12.2024, the applicable provisions of law and the directions of SEBI.

29. 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 jurisdiction of Courts in Mumbai.

E-AUCTION SALE SCHEDULE

ACTIVITY	LAST DATE (in calendar days)
Issuance of Notice of Sale	20.12.2024
Uploading of KYC documents and payment of EMD	16.01.2025 (up to 5:00PM)
Verification of Bid Form / KYC documents by the Agency	As and when online applications are received but not later than 16.01.2025
Intimation to Eligible Bidders through email	By or after 16.01.2025
Commencement of e-Auction process	22.01.2025 at 11.00 AM
Completion of e-Auction process	22.01.2025 at 01.00 PM
Intimation to the Successful Bidder	Upon completion of auction process, an intimation by email shall be given to the successful bidder by SEBI or the Agency.
Payment of 25% of the bid amount by the Successful Bidder	within 48 hours of receipt of intimation from the agency/SEBI declaring them as successful bidder
Payment of balance 75% bid amount along with 1% poundage fees by the Successful Bidders	Within 15 (fifteen) days from the closure of the auction

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 Form, Terms and Conditions of Online Sale as well as the Sale Notice published in the Newspapers and on SEBI website for their future reference.
3. The plot wise/khasra wise/ 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 Revenue Office, municipal authority, Development Authority, Improvement Trust, Municipal Body concerned or any offices /agencies and satisfy themselves about the ownership as nature/type/usage of properties, before taking part in the auction process. SEBI/the Agency 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 documents pertaining to EMD, etc. in safe custody for future reference.

Annexure Schedule

Sr. 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

Annexure-I

SECURITIES AND EXCHANGE BOARD OF INDIA
SEBI BHAVAN - II, PLOT NO. C-7, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI – 400051.

BID FORM

(Read carefully the terms and conditions of notice of sale before filling-up or submitting the bid-form. Bids once submitted cannot be withdrawn)

Sr. No	Particulars	Details
1	Name of the Bidder (s) (In Capital Letters)	
2	Father's / Husband's Name	
3	Name of Authorised representative (in case the bidder is a body corporate)	
4	Postal / Registered Address	
5	PAN*	
6	Details of KYC Document, etc. (Sr. No. / Ref No of Document) *(See para 8 of the Notice of Sale)*	
7	Phone No. / Mobile No.	
8	Email ID	
9	Property details (as per advertisement)	
10	EMD Remittance Through EFT/NEFT/RTGS/IMPS in favour of "SEBI Recovery Proceeds" account No SEBIRNAUC3747 of Bank of India, IFS Code– BKID00VAN04	Date of remittance: Bank & Branch: A/c. No. IFSC Code: UTR No.
11	Date of submission of bid	
12	Bid amount	Rs. (Rupees
13	Bank Account to which EMD to be returned / Refunded	Bank & Branch: A/c. No. A/c. Holder name : IFS Code:
14	Name of the Authorised Official to participate in the e-auction	

** In case the bidder is not having a PAN, he / she shall submit an affidavit on a Rs.100/- non-judicial stamp paper, stating the reasons for exemption from Rule 114B of the Income Tax*

Rules, 1962.

I declare that I have read and understood the title documents, revenue records, etc. of the property(ies) and all the terms and conditions of auction sale and shall abide by them.

(Signature of the Bidder/s / Authorised representative)

DECLARATION

(To be submitted along with Bid Form)

Date:

To
SECURITIES AND EXCHANGE BOARD OF INDIA
SEBI Bhavan - II, Plot No. C-7,
'G' Block, Bandra Kurla Complex,
Bandra (East),
Mumbai – 400051

Sir,

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale and 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 form 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 SEBI and SEBI 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 SEBI/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 any 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 SEBI 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 SEBI is entitled to forfeit the EMD deposited, without any notice to me/us. I/We also understand that the EMD of all Bidders shall be retained by SEBI and refunded, without interest, 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. The decision taken by SEBI/ the Agency in all respects shall be binding on me/us.
7. I also undertake to abide by the additional conditions if announced during the auction including the announcement of change in time of auction.
8. I/We declare that, we are not directly or indirectly a Related Party to the defaulters mentioned in the Notice of Sale. In the event, SEBI discovers or is of the opinion, that we are a 'Related Party' as aforesaid, SEBI 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 any notice to me/us.

Name:…….…..

Address:…….…..

E-mail ID…….

Mobile……..…

Annexure-II

SECURITIES AND EXCHANGE BOARD OF INDIA
SEBI BHAVAN-II, PLOT NO. C-7, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI – 400051.

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 SEBI, the terms and conditions of the Tender-Cum-E-Auction, Notice of E-Auction for Sale and the applicable provisions of law.

2. **Caution to bidders:**
   (a) Property(ies) is sold on "as is where is and whatever there is" and "no complaint, no recourse" basis.

   (b) Bidders are advised / cautioned to verify, *inter-alia*, with the Sub Registrar's Office as well as from the Revenue Records and other concerned authorities and shall satisfy themselves regarding the ownership, 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 Notice of Sale for E-Auction before submitting the bid and participating in the online bidding/auction.

3. **Inspection of Property:**

   (a) Bidders are advised to inspect/verify documents relating to the properties thereto and satisfy themselves regarding the physical nature, condition, extent, etc. of the properties.

   (b) Bidders shall be bound by the principle of caveat emptor (Buyer Beware).

   (c) Complaints, if any, in the matter of inspection shall immediately be brought to the notice of SEBI.

   (d) Bidders may inspect and verify the scanned copies of the title deeds / Index-II and other documents relating to the property(ies) made available to SEBI by the concerned Sub-Registrar Office and are 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 of sale shall be submitted "online" through the portal of Agency.

(b) Bids shall be submitted online before the last date and time given in the notice of sale.

(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 copy of his/her valid Indian Passport.

(e) Incomplete/unsigned bids without EMD remittance details shall be summarily rejected. NRI Bidders shall necessarily enclose a copy of Photo copy of his/her Passport.

(f) Only self-attested copy of PAN / 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.

(g) 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 details as specified in the notice of sale.

(b) EMD and other deposits shall be remitted through EFT/NEFT/RTGS/IMPS Transfer to the Bank account as specified in the Notice of E-Auction for Sale. The details of EMD deposited such as UTR Code, etc. shall be duly filled in 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(Online) without EMD shall be summarily rejected.

(f) All details regarding remittance of EMD shall be entered in the Bid Form.

(g) Part payment of EMD will also be treated as defaulter and will be forfeited.

(h) 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:**

The bidders shall increase their bids in multiples of amount as mentioned in Table 1 of Notice of Sale.

7. **Duration of Auction sale:**

(a) Online auction sale will start automatically on date and time given in the notice of sale.

(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 two hours 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, in the aforesaid manner, 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 Agency.

(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 the Agency, avail pre-auction training / 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/her favour by SEBI.

(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 the Agency /SEBI. 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 48 hours of receipt of intimation from agency/SEBI declaring them as successful, a deposit of 25% (inclusive of EMD already paid) of the amount of his successful bid. All the payments shall be made through EFT/RTGS/NEFT/IMPS to the Bank Account number mentioned in at para 1 of the Notice of Sale.

(b) The balance amount of successful bid along with 1% of bid amount as poundage fee shall be paid within 15 (fifteen) days from the date of closure of auction.

11. Default of Payment:

(a) Default of payment of bid amount 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 SEBI, either in full or part.

(c) 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 and on Agency's website, i.e. www.quikrrealty.com/e-auction/ . The adjournment dates and time for submission of tenders shall be available on the SEBI's website www.sebi.gov.in and on the website of the Agency, i.e. www.quikrrealty.com/e-auction/ .

12. Payment of Stamp Duty, etc.:

The sale attracts Stamp Duty, Registration Charges, etc. as per relevant laws and the purchaser shall be responsible for payment of all statutory / non statutory dues, taxes, rates, assessments, charges, fees, dues to any authority, conveyance, stamp duty, etc.

13. Certificate of Sale:

(a) Certificate of Sale shall be issued only in the name/names of the bidder(s) whose name/names are mentioned in the Bid Form.

(b) No request for inclusion/substitution of names, other than those mentioned in the Bid

Form, in the Certificate of Sale shall be entertained.

(c) Certificate of Sale shall be collected in person or through an authorised representative, from SEBI.

14. Return of EMD:

(a) EMD of un-successful bidders will be returned through EFT/NEFT/RTGS to the Bank account provided by them in the Bid Form (Online) and intimated them through e-mail, after the completion of e-auction process.

(b) Un-successful bidders shall ensure return of their EMD and, if not received in a reasonable time, immediately contact 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 that they are not "Related Party" to defaulters as detailed in Terms & Condition of Tender cum-e-Auction of the Notice of Sale.

(b) In the event, SEBI discovers or is of the opinion that Bidder is a "Related Party", SEBI 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 SEBI, 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 bid amount 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 forfeiture of EMD and other deposits.

(c) The successful bidder/purchaser may within thirty days of the sale, apply for setting aside the sale on the ground that the defaulter i.e. **Chromatic India Limited (hereinafter referred to as Defaulter**), as detailed in Notice of Sale, had no saleable interest in the property sold.

17. Delivery of Title Deeds:

Successful Bidder, on receipt of Certificate of Sale from SEBI, may collect certified copy of title deed and other documents related to the property from SEBI.

18. Delivery of possession:

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

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, shall make bid to 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) SEBI 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) SEBI shall have the right to accept or reject all or any bid or bids as well as to postpone or cancel the sale as deemed appropriate, without assigning any reasons.

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 the other specific conditions given in the Notice of sale.

g) Bidders are advised to preserve the documents relating to deposit of EMD, etc. and also a copy of the terms and conditions of online sale downloaded from the portal of the Agency for future reference.

Annexure-III

Technical Terms and Conditions of Online Auction Sale

1. Prospective bidder shall have a valid e-mail ID, valid PAN, unless exempted and KYC Document to register for the bid process.
2. Prospective bidder shall register with the Agency.
3. Only upon verification of the Bid Form and other documents as required, and confirmation of remittance of EMD, the User ID issued by the Agency shall be activated to permit the bidder to enter into the website of the Agency 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, or otherwise.
5. Bidders are advised to change the password immediately upon receipt from the Agency.
6. **Time Extension**: If 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 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 Agency 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 offer/ 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 SEBI/ the Agency. 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 Agency, the bidders are required to take efforts to ascertain the status from the Agency and/or SEBI. 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. The Agency / SEBI 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 Agency. 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 Agency, the officials of the Agency 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. The Agency may stipulate such other terms & conditions in compliance of Information Technology Act 2000 and STQC Certification guidelines.

SECURITIES AND EXCHANGE BOARD OF INDIA

****