भारतीय प्रतिभूति और विनिमय बोर्ड
Securities and Exchange Board of India

L&T Chambers, 3rd Floor, 16 Camac Street, Kolkata – 700017

Ph: 033-23023000, Email: sebiero@sebi.gov.in

Notice of E-Auction / Sale

PUBLIC NOTICE FOR E-AUCTION FOR SALE OF IMMOVABLE PROPERTIES

Securities and Exchange Board of India (SEBI) invites bids for sale of properties in the Recovery proceedings against **Sunshine Agro-Infra Limited, Golden Life Agro India Limited** and their directors, through e-auction platform on **"as is where is and whatever there is"** basis. **Quikr Realty Limited** (hereinafter referred to as "the Agency") has been engaged by SEBI to assist it in the e-auction. M/s C1 India has been appointed as the e-auction service provider and online registration & e-auction will be conducted through **www.quikrrealty.com/e-auction**.

Intending bidders are invited to submit their bid(s) along with an amount equivalent to 10% of the Reserve Price as Earnest Money for each of the properties to be paid through EFT/NEFT/RTGS/IMPS for the sale of following properties.

Table 1 - Description of Immovable Properties - Sunshine Agro-Infra Limited.

Sl No	Description of the property	Reserve Price (In Rs.)	EMD (In Rs.)	Date & Time of Inspection	Bid Increase Amount (In Rs.)	Last date of submission of Bid	Date & Time of E-auction
1	Vacant land of 200 Decimal with boundary wall at Mouza Dabgraam, J.L. No. 2, Pargana Baikunthapur, P.S. Bhaktinagar, Dist – Jalpaiguri, West Bengal Sale Deed No. - I – 0401-00008/2019 (200 Decimals)	1,20,62,880	12,06,288	May 30 - June 3, 2022	Rs.5,00,000 (Rs. Five Lakh)	June 14, 2022 5:00 pm	June 16, 2022 (10:30AM to 11:30AM)
2	Vacant land of 133 Decimal with boundary wall at Mouza Dabgraam, J.L. No. 2, Pargana Baikunthapur, P.S. Bhaktinagar, Dist – Jalpaiguri, West Bengal Sale Deed No. - I – 0401-00142/2020 (133 Decimals)	80,21,815	8,02,181	May 30 - June 3, 2022	Rs.1,00,000 (Rs. One Lakh)	June 14, 2022 5:00 pm	June 16, 2022 (10:30AM to 11:30AM)

Table 2 - Description of Immovable Properties - Golden Life Agro India Limited.

Sl No	Description of the property	Reserve Price (In Rs.)	EMD (In Rs.)	Date & Time of Inspection	Bid Increase Amount (In Rs.)	Last date of submission of Bid	Date & Time of E-auction
1	Land parcel (Type- Shali) abutting to Grand Trunk Road (State Highway 13) at a distance of approx. 350 mtr from Camellia Institute of Technology & Management, Halder Dighi admeasuring 13 Satak (13 Decimal) located at J.L. No. 20, Hal Dag No. 9551 & Sabek Dah No. 9508, Mouza & P.O.- Boinchee, P.S.- Pandua, Gram Panchayat- Boincheegram, District- Hooghly. Sale Deed No: 2006	3,51,000	35,100	May 30 - June 3, 2022	Rs.1,00,000 (Rs. One Lakh)	June 14, 2022 5:00 pm	June 16, 2022 (10:30AM to 11:30AM)
2	Double Storied building built-up on Plot (Type- Bastu) area admeasuring 2.45 Decimals located on Kalna-Katwa Road (State Highway 6), intersection of Boinch-Kalna Road and Kalna-Katwa Road (Nearby Ambika Nursing Home), Mouza- Rameshwarpur, J.L.No. 165, Dag No. 431, L.R. Khatian No. 265/22, P.O. & P.S.- Kalna, Gram Panchayat- Hat Kalna, District- Burdwan. Sale Deed No: 3125	43,73,100	4,37,310	May 30 - June 3, 2022	Rs.1,00,000 (Rs. One Lakh)	June 14, 2022 5:00 pm	June 16, 2022 (10:30AM to 11:30AM)
3	Plot area admeasuring 214 Decimals located at Debipur-Baidyapur Road, Mouza- Balinder, J.L.No. 125, Dag No. 66/1454 and 66/1470, L.R. Khatian No. 1011, Village- Potanoi, P.O. Biruha, Police Station- Kalna, District- Burdwan Sale Deed No: 2588	9,05,40,000	90,54,000	May 30 - June 3, 2022	Rs.5,00,000 (Rs. Five Lakh)	June 14, 2022 5:00 pm	June 16, 2022 (10:30AM to 11:30AM)

Note: The intending bidders should make their own independent enquiries regarding the encumbrances, litigations, attachments, acquisition liabilities of the property, title, survey number (s)/plot number (s) and claim/rights/dues etc. in respect of the properties put on auction, prior to submitting their bid. The auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of SEBI/the Agency. The properties are 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 taxes should be borne by the successful bidder.

1. **EMD Remittance:** The intending bidder is required to submit its EMD on or before June 14, 2022, up to 5.00 P.M through EFT/NEFT/RTGS transfer to 'SEBI Recovery Proceeds' with no. '012210210000013' of Bank of India with IFSC BKID0000122, followed by an intimation at **auctions@quikrrealty.com** **and** **recoveryero@sebi.gov.in**. The Bid Form (Online) along with KYC documents and details of EMD shall be submitted latest by June 14, 2022, up to 5.00 P.M. All the properties are separate and the intending bidder (s) shall specify the name of the property at the time of depositing EMD.
2. **Online Auction will take** place on June 16, 2022 between 10:30-11:30 am as per the timelines given above with auto time extension of 5 minutes each, till sale is concluded. Auction will commence at the highest price (not below Reserve Price) offered by the Intending Bidder (s) in the Bid Form and subsequent bidder (s) can improve their bids in multiples of **"Bid Increase Amount".**
3. Sale/Auction shall be through online bidding. Bidders can participate in the e-auction from anywhere. The intending bidders need to fill up the Bid Form, upload a copy of any valid photo identity/ address proof and copy of the PAN Card & Aadhar Card at the platform provided by the service provider by following the instructions contained therein.
4. Each of the properties will be sold in a single lot and shall not be sold below the Reserve Price fixed.
5. **Inspection.** The inspection of the aforesaid property (ies) shall be allowed to the intending bidders at the date & time specified in this Notice of Sale for respective property (ies). For inspection, the intending bidder may submit / mail their request to the Agency before the scheduled inspection date, i.e. by May 28, 2022. The inspection of the scanned copies of only those documents, which have been submitted to SEBI by **Sunshine Agro-Infra Limited, Golden Life Agro India Limited** and their directors, shall be made available to the intending bidders on e-auction Portal after completion of registration process.
6. The successful bidder shall have to deposit 25% of the successful bid amount (inclusive of EMD amount), immediately after the close of the auction and the balance amount along with 1% of highest bid amount as poundage fee within 15 (fifteen) days from close of auction, to the Account number mentioned above. All the payments shall be made through

EFT/RTGS/NEFT to the above-mentioned Account number, and shall be intimated at **auctions@quikrrealty.com and recoveryero@sebi.gov.in** immediately. If the said amount is not paid within the specified time, the cost of the auction shall be recovered from the deposit money and the balance shall be forfeited. All charges including dues to any authority, conveyance, stamp duty, etc. shall be borne by the successful bidder only.

7. EMD of unsuccessful bidder shall be refunded without any interest after the completion of the auction process.

8. The interested bidders who require assistance in creating Login ID & Password, submitting Bid Form, etc., may contact Quikr Realty Limited on +919321575329 or write at auctions@quikrrealty.com & the QRL team would further redirect the bidder to the C1 team to successfully complete the online registration process.

9. The sale shall be subject to detailed terms and conditions of this Notice of Sale.

Sd/-

Place: Kolkata **Deputy General Manager & Recovery Officer**

Date: May 25, 2022 **SECURITIES AND EXCHANGE BOARD OF INDIA**

PUBLIC NOTICE FOR E-AUCTION FOR SALE OF IMMOVABLE PROPERTIES

The Notice of Sale (Notice) in respect of properties of **Sunshine Agro-Infra Limited and its directors** Sushil Kumar Periwal, Anurag Mittal, Lokesh Periwal, Premlata Mittal, Tara Chand Chordia and Nabendu Dey having their registered office at: 01, Opp. Kanchanjanga Stadium Tilak Road Siliguri West Bengal-734001 and 450/320/782, Tilak Road, Opp. Kanchanjanga Stadium Gate No. 5, Siliguri, West Bengal-734001 and properties of **Golden Life Agro India Limited and its directors** Tipu Sultan, Biswanath Mondal, Subhas Sarkar, Nirjal Pal, Swapan Sadhukhan, Chandan Debnath, Uttam Chakraborty having their registered office at: 35, Upendra Nath Mitra Lane, Salkia, Howrah, West Bengal – 711106 was issued on **May 25, 2022.** Quikr Realty Limited (hereinafter referred to as "the Agency") has been engaged by SEBI to assist it for sale of the properties mentioned herein, through the e-auction platform. M/s C1 India has been appointed as the e-auction service provider. The sale of property (ies) by e-auction mentioned in the notice shall be subject to the following terms & conditions:

TERMS & CONDITIONS OF TENDER-CUM-E-AUCTION

1. Auction shall be by way of online electronic bidding through the link provided in the website of Quikr Realty Limited i.e. **www.quikrrealty.com/e-auction.** All interested bidders shall fill an online form available on e-Auction domain with necessary details and obtain a username and password. The bid may be submitted online.
2. What is proposed to be sold is the right(s) of the **Sunshine Agro-Infra Limited, Golden Life Agro India Limited** and their directors, in respect of property under sale. The property (ies) shall be sold on '**as is where is**' and **'whatever there is'** basis, subject to encumbrances, litigations, attachments and liabilities, if any, without recourse to SEBI and/or the Agency. The extent of the property (ies) shown in the Notice of Sale is as per the details submitted by **Sunshine Agro-Infra Limited, Golden Life Agro India Limited** and their directors. Hence, SEBI and/or the Agency shall not be responsible for any variation in the extent due to any reason.
3. Intending bidders are advised to peruse copies of title deeds, available on the website of quikrrealty.com/e-auction and to undertake any verification of the identity and correctness of the property details, encumbrances with the Sub-registrar's office as well as revenue records, to their satisfaction, **without recourse to SEBI and/or the Agency**.
4. The sale shall be by Tender-cum-e-Auction to the highest bidder subject to confirmation by SEBI.
5. Bidders may participate in the e-auction online from India or outside India. Therefore, the intending purchaser shall participate in the e-Auction on his own behalf and no third party

intervention, like authorised agent/ representative, would be permitted, except as provided in condition 1.

6. The successful bidder shall bear the charges/ fee payable as per law for conveyance of property such as applicable stamp duties/ additional stamp duty / transfer charges, registration expenses, fees, etc. for transfer of the property in his / her name. All taxes shall be borne by the purchaser.
7. The e-auction service provider shall allot a login/ user ID and password to the intending bidders for participating in the e-Auction on entering the necessary details on the website stated above. Thereafter, the intending bidders shall fill up the Bid Form online, upload self-attested copy of any valid photo identity/ address proof (KYC) viz. self-attested copy of Voter ID Card/ Driving Licence/ Aadhar Card/Passport and self-attested copy of the PAN Card at the above website, following the instructions therein. In case the bidder is not having a PAN Card, he/ she shall submit an affidavit on a Rs.20/- non-judicial stamp paper, stating the reasons for exemption from Rule 114B of the Income Tax Rules, 1962.
8. EMD of 10% of the reserve price (as mentioned below in **Table-1 & 2**) shall be made through EFT/RTGS/ NEFT transfer to the Account number provided in the Notice of Sale ('SEBI Recovery Proceeds' with no. '012210210000013' of Bank of India with IFSC BKID0000122), followed by an intimation at **auctions@quikrrealty.com** **and** **recoveryero@sebi.gov.in**. The details of remittances made shall be entered in the Bid Form.
9. The service provider shall provide training to the registered bidders, at their request, before the date of auction. Prospective bidders may avail online training on e-auction from M/s.C1 India.
10. SEBI/the Agency/ M/s.C1 India shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.
11. The registered bidder shall log in to the auction portal with the user ID and password provided by the e-auction service provider at the commencement of auction. The Bidder shall not be entitled to withdraw the bid/s once submitted on payment of EMD. In case the Bidder failed to participate in the bid process, the EMD amount shall be forfeited. However, if the auction is adjourned for any reason, the bidders may opt to withdraw from the auction. Such decision to withdraw shall be intimated to the Agency and the e- auction service provider before the revised last date of submission of bids through the registered e-mail ID and seek a refund of EMD.
12. The highest bidder shall be declared the successful bidder and he/ she will be intimated at the registered e-mail ID, immediately after closure of auction.
13. **Inspection.** The inspection of the aforesaid property (ies) shall be allowed to the intending purchasers at the date & time specified in the **Table-1 & 2** for the respective property (ies) by contacting the Agency. For inspection, the intending bidder may submit / mail their request to the Agency before the scheduled inspection date, i.e. by May 28, 2022. The inspection of the scanned copies of only those documents, which have been submitted to SEBI by **Sunshine Agro-Infra Limited, Golden Life Agro India Limited** and their directors, shall be made available to the intending bidders on e-auction Portal after completion of registration process. It shall be the responsibility of the bidders to inspect

the properties and documents relating thereto and satisfy themselves about the title before submitting its bid in e-auction.

14. Intending bidders may avail online training on e-auction from M/s.C1 India 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 bid on e-auction Portal.**
15. The e-Auction shall commence strictly at the scheduled time and above the highest quotation received (not below the "Reserve Price"). The bids shall be in multiples of the Bid Increase Amount provided in the **Table-1 & 2**. Since the closing time of the auction is system controlled, the time shall automatically be extended by five minutes if any bid is received during the last five minutes, i.e. while an active bid is in process.
16. The successful bidder should pay 25% of the bid amount including the EMD already paid, immediately after the closure of auction. The balance amount along with 1% of the highest 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 to the above-mentioned Account number, and shall be intimated to at **auctions@quikrrealty.com** **and** **recoveryero@sebi.gov.in** 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.
17. The sale shall absolute after thirty days unless cancelled by SEBI without assigning any reasons for the reasons to be recorded or unless otherwise directed by SEBI.
18. The "Certificate of Sale" shall 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 names, other than those mentioned in the bid, in the Certificate of Sale shall be entertained.
19. The sale shall be stopped, postponed or cancelled, if so, directed by SEBI.
20. Any complaint arising out of this auction process shall be decided by the Agency. However, SEBI/the Agency shall not be liable for any issues relating to e-Auction platform, failure of internet connection, server problems, etc.
21. The payment of all statutory / non statutory dues, taxes, rates, assessments, charges, fees, etc. owing to anybody shall be the sole responsibility of successful bidder only.
22. In case of postponement/cancellation/ adjournment of sale for any reason no fresh notice will be given. However, the new date of sale will be notified on the websites of SEBI i.e. www.sebi.gov.in and e-auction service provider i.e. www.quikrrealty.com/e-auction. The adjournment dates and time for submission of tenders will also be available on the SEBI's website:- *www.sebi.gov.in* and on the website of the e-auction service provider i.e. www.quikrrealty.com/e-auction.
23. The decision of SEBI declaring the successful bidder shall be final and binding on all the Bidders.
24. EMD of unsuccessful bidder shall be refunded without any interest only after the completion of the auction process.
25. All conditions of sale shall be governed by terms & conditions of this **Tender-Cum-E-Auction** read with Notice of Sale dated May 25, 2022, the applicable provisions of law

and the directions of SEBI.

26. All and any dispute arising regarding sale of property through this e-auction, rights on the property and any claim on the property shall be subject to the exclusive jurisdiction of the Courts of Kolkata.

भारतीय प्रतिभूति और विनिमय बोर्ड Securities and Exchange Board of India	**L&T Chambers, 3rd Floor, 16 Camac Street, Kolkata – 700017** **Ph: 033-23023000, Email: sebiero@sebi.gov.in**	**Notice of E-Auction / Sale**

PUBLIC NOTICE FOR E-AUCTION FOR SALE OF IMMOVABLE PROPERTIES

E-AUCTION SALE SCHEDULE

Table 1 - Description of Immovable Properties - Sunshine Agro-Infra Limited.

Sl No	Description of the property	Reserve Price (In Rs.)	EMD (In Rs.)	Date & Time of Inspection	Bid Increase Amount (In Rs.)	Last date of submission of Bid	Date & Time of E-auction
1	Vacant land of 200 Decimal with boundary wall at Mouza Dabgraam, J.L. No. 2, Pargana Baikunthapur, P.S. Bhaktinagar, Dist – Jalpaiguri, West Bengal Sale Deed No. - I – 0401-00008/2019 (200 Decimals)	1,20,62,880	12,06,288	May 30 - June 3, 2022	Rs.5,00,000 (Rs. Five Lakh)	June 14, 2022 5:00 pm	June 16, 2022 (10:30AM to 11:30AM)
2	Vacant land of 133 Decimal with boundary wall at Mouza Dabgraam, J.L. No. 2, Pargana Baikunthapur, P.S. Bhaktinagar, Dist – Jalpaiguri, West Bengal Sale Deed No. - I – 0401-00142/2020 (133 Decimals)	80,21,815	8,02,181	May 30 - June 3, 2022	Rs.1,00,000 (Rs. One Lakh)	June 14, 2022 5:00 pm	June 16, 2022 (10:30AM to 11:30AM)

Table 2 - Description of Immovable Properties - Golden Life Agro India Limited.

Sl No	Description of the property	Reserve Price (In Rs.)	EMD (In Rs.)	Date & Time of Inspection	Bid Increase Amount (In Rs.)	Last date of submission of Bid	Date & Time of E-auction
1	Land parcel (Type- Shali) abutting to Grand Trunk Road (State Highway 13) at a distance of approx. 350 mtr from Camellia Institute of Technology & Management, Halder Dighi	3,51,000	35,100	May 30 - June 3, 2022	Rs.1,00,000 (Rs. One Lakh)	June 14, 2022 5:00 pm	June 16, 2022 (10:30AM to 11:30AM)

Sl No	Description of the property	Reserve Price (In Rs.)	EMD (In Rs.)	Date & Time of Inspection	Bid Increase Amount (In Rs.)	Last date of submission of Bid	Date & Time of E-auction
	admeasuring 13 Satak (13 Decimal) located at J.L. No. 20, Hal Dag No. 9551 & Sabek Dah No. 9508, Mouza & P.O.- Boinchee, P.S.- Pandua, Gram Panchayat- Boincheegram, District- Hooghly. Sale Deed No: 2006						
2	Double Storied building built-up on Plot (Type- Bastu) area admeasuring 2.45 Decimals located on Kalna-Katwa Road (State Highway 6), intersection of Boinch-Kalna Road and Kalna-Katwa Road (Nearby Ambika Nursing Home), Mouza-Rameshwarpur, J.L.No. 165, Dag No. 431, L.R. Khatian No. 265/22, P.O. & P.S.- Kalna, Gram Panchayat- Hat Kalna, District-Burdwan. Sale Deed No: 3125	43,73,100	4,37,310	May 30 - June 3, 2022	Rs.1,00,000 (Rs. One Lakh)	June 14, 2022 5:00 pm	June 16, 2022 (10:30AM to 11:30AM)
3	Plot area admeasuring 214 Decimals located at Debipur-Baidyapur Road, Mouza-Balinder, J.L.No. 125, Dag No. 66/1454 and 66/1470, L.R. Khatian No. 1011, Village-Potanoi, P.O. Biruha, Police Station- Kalna, District- Burdwan Sale Deed No: 2588	9,05,40,000	90,54,000	May 30 - June 3, 2022	Rs.5,00,000 (Rs. Five Lakh)	June 14, 2022 5:00 pm	June 16, 2022 (10:30AM to 11:30AM)

Note:

The Intended Bidders are advised to note the following–

1. Read the terms and conditions of sale before submitting the bids.
2. Download and keep a copy of duly filled-in uploaded bid application, Terms and Conditions of Tender-Cum-E-Auction as well as the Notice of Sale published in the dailies for their future reference.
3. The sale deed wise details of above property (ies) shall be made available to all Intending bidders on e-auction platform. The Intending bidder shall inspect the details of the property from the local municipal authority, Development Authority, Improvement Trust, Municipal Body concerned or any offices /agencies and satisfy themselves, before taking

part in the auction process. SEBI/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 EMD and other deposit challans, etc. in safe custody for future reference.

Annexure Schedule

S.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
EASTERN REGIONAL OFFICE, KOLKATA
L&T Chambers, 3rd Floor, Camac Street, Kolkata – 700017

BID FORM

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

S.No	Particulars	Details
1	Name of the Bidder (s) (In Capital Letters)	
2	Father's/ Husband Name#	
3	Name of Authorised Signatory#	
4	Postal / Registered Address	
5	PAN*	
6	Details of KYC Document (S.No/ Ref No of Document)	
7	Phone No/ Mobile No	
8	Email ID	
9	Property details Sr.No. (as per advertisement)	
10	EMD Remittance	Date of remittance:
		Bank & Branch:
		A/c. No.
		IFSC Code:
		UTR No.
11	Date of submission of bid	
12	Bid amount	Rs.
		(Rupees

13	Bank Account to which EMD to be returned	Bank & Branch:
		A/c. Holder:
		IFSC Code:
14	Name of Authorised Official to participate in the e-auction	

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

As applicable

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

(Signature of the Bidder)

DECLARATION

(To be submitted along with Bid Form)

Date:

To
SECURITIES AND EXCHANGE BOARD OF INDIA
EASTERN REGIONAL OFFICE, KOLKATA
L&T Chambers, 3rd Floor, Camac Street,
Kolkata – 700017
Sir,

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Online Auction process.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our bid and that the particulars remittance given by me/us in the bid form is true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/ information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the EMD and other deposit paid by me/us is liable to be forfeited to the 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 the agency and I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited, without notice to me/us.
5. I/We understand that in the event that the successful Bidder fails to comply with the Terms and Conditions of the Sale and the 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 the SEBI is entitled to forfeit the EMD deposited, without notice to me/us. I/We also understand that the EMD of all Bidders shall be retained by SEBI and returned only after the successful conclusion of the sale of the properties. I/we state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.

6. The decision taken by SEBI 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 correcting and/or additions or deletions of times being offered for sale.
8. I/We declare that, we are not directly or indirectly a Related Party *qua* Sunshine Agro-Infra Limited and its directors Sushil Kumar Periwal, Anurag Mittal, Lokesh Periwal, Premlata Mittal, Tara Chand Chordia and Nabendu Dey, or *qua* Golden Life Agro India Limited and its directors Tipu Sultan, Biswanath Mondal, Subhas Sarkar, Nirjal Pal, Swapan Sadhukhan, Chandan Debnath, Uttam Chakraborty. In the event, SEBI discover or 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 notice to me/us.

Name:……..….

Address:……..….

E-mail ID…….

Mobile……..…

Annexure-II

SECURITIES AND EXCHANGE BOARD OF INDIA
EASTERN REGIONAL OFFICE, KOLKATA
L&T Chambers, 3rd Floor, Camac Street, Kolkata – 700017

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 Sale dated January 25, 2022 and the applicable provisions of law.

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

   (b) Bidders are advised / cautioned to verify with the Sub Registrar's Office as well as the Revenue Records and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.

   (c) Bidders are advised to go through all the terms and conditions of sale given in the tender document and also in the dailies (Advertisement) before submitting the bid and participating in the online bidding/auction.

3. **Inspection of Property:**
   (a) Property (ies) may be inspected on the date(s) and time given in the notice of sale/tender document.

   (b) For inspection, the intending bidder may submit / mail their request to the Agency before the scheduled inspection date, i.e. by May 28, 2022

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

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

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

   (f) Bidders may inspect and verify the scanned copies of the title deeds and other

documents relating to the property made available to SEBI by the **Sunshine Agro-Infra Limited, Golden Life Agro India Limited and their directors** 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 for sale/tender document shall be submitted "online" through the portal of e-auction service provider.

(b) Bids shall be submitted online before the last date and time given in the Notice of Sale/tender document.

(c) Bid Form shall be duly filled in with all the relevant details.

(d) Bidders residing outside India/NRIs/PIOs/Bidders holding dual citizenship shall submit photo page of his/her valid Indian Passport.

(e) Only self-attested copy of PAN Card, Aadhar Card, Passport, Voter's ID, Valid Driving License or Photo Identity Card issued by Govt. and PSU shall be accepted as the identity document and be submitted along with the Bid Form.

(f) Original Identity Document, copy of which is submitted along with the Bid Form, should be produced on demand.

5. Earnest Money Deposit (EMD):

(a) The bid shall be accompanied by the EMD as specified in the notice of sale/tender document.

(b) EMD and other deposits shall be remitted through EFT/NEFT/RTGS Transfer to the Bank account as specified in the Notice of Sale/Tender document followed by intimation at **auctions@quikrrealty.com** **and** **recoveryero@sebi.gov.in**. The details of EMD deposited such as UTR Code, challan number etc. shall be duly filled on the e-auction portal on or before the last date for submission of EMD.

(c) Bidders shall not disclose remittance details of EMD, UTR Code, etc. to anyone to safeguard its secrecy.

(d) Bidders shall preserve the remittance challan and shall produce the same as and when demanded.

(e) Bid form without EMD shall be summarily rejected.

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

(g) EMD, either in part or in full, is liable for forfeiture in case of default.

(h) Part payment of EMD will also be treated as default and will be forfeited.

(i) In case the bidders have successfully paid the EMD, but do not participate in the bidding process, the EMD amount shall be forfeited.

6. **Bid Multiplier:**
   (a) The bidders shall increase their bids in multiplies of the "Bid Increase Amount" specified in the **Table-1**.

7. **Duration of Auction sale:**
   (a) Online auction sale will start automatically on and at the time given in the Notice of Sale /Tender Document.

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

   (c) In case any market-leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the bidding time shall be extended automatically by five minutes and in case no bid higher than last quoted highest bid is received within the said extended five minutes, the auction sale shall automatically get closed at the expiry of the extended five minute. There shall thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.

   (d) Bidders are advised to enter their bid accordingly keeping in mind the five minutes duration.

   (e) No complaint on time-factor or paucity of time for bidding shall be entertained.

8. **Online Bidding:**
   (a) Auction/ bidding shall be online bidding through the portal provided by the service provider.

   (b) Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.

   (c) No request/complaint of wrong bidding shall be entertained for cancelling the sale and in such case, the EMD in full shall be forfeited.

   (d) Bidders may, subject to conditions of e-auction service provider, avail pre-auction training and/or for demo/mock auction-sale.

9. **Declaration of successful bidder:**
   (a) Highest bid will be provisionally accepted on "**subject-to-approval**" basis at closure of auction and the highest bidder shall not have any right/title over the property until the sale is intimated/confirmed in his favour by 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. 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 immediately after the date of closure of auction, a deposit of 25% (less EMD already paid) of the amount of his successful bid. All the payments shall be made through EFT/RTGS/ NEFT to the Account number mentioned in the notice of sale.

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

11. Default of Payment:

(a) Default of payment of bid amounts within the stipulated time shall render automatic cancellation of sale without any notice.

(b) The EMD, after defraying the expenses of sale, etc., shall be forfeited, at the discretion of 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 e-auction service providers i.e. www.quikrrealty.com/e-auction. The adjournment dates and time for submission of tenders shall also be available on the SEBI's website *www.sebi.gov.in*, and on the website of the e-auction service provider i.e. www.quikrrealty.com/e-auction.

12. Payment of Stamp Duty, etc.:

(a) The sale attracts Stamp Duty, Registration Charges, etc. as per relevant laws and the purchaser shall be responsible for payment of all charges towards conveyance, stamp duty and registration etc.

(b) The payment of all statutory/non-statutory dues, taxes, rates, assessments, charge, fees, etc. owed by the Company to anybody in respect of the Properties shall be the sole responsibility of Successful Bidder only.

(c) Taxes, if applicable on sale shall be borne by the successful bidder.

13. Sale Certificate:

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

(b) No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate shall be entertained.

(c) Sale Certificate shall be collected in person or through an authorized person.

14. Return of EMD:

(a) EMD of unsuccessful bidders will be returned by Cheque or through

EFT/NEFT/RTGS to the Bank account details provided by them in the Bid Form and intimated via their e-mail ID after the completion of auction process.

(b) Unsuccessful bidders shall ensure return of their EMD and, if not received in a reasonable time, immediately contact the Agency.

(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 that they are not "Related Party" of the *qua* **Sunshine Agro-Infra Limited** and its directors Sushil Kumar Periwal, Anurag Mittal, Lokesh Periwal, Premlata Mittal, Tara Chand Chordia and Nabendu Dey, or *qua* Golden Life Agro India Limited and its directors Tipu Sultan, Biswanath Mondal, Subhas Sarkar, Nirjal Pal, Swapan Sadhukhan, Chandan Debnath, Uttam Chakraborty. The bidder shall furnish with the declaration that they are not related party *qua qua* Sunshine Agro-Infra Limited and its directors Sushil Kumar Periwal, Anurag Mittal, Lokesh Periwal, Premlata Mittal, Tara Chand Chordia and Nabendu Dey, or *qua* **Golden Life Agro India Limited** and its directors Tipu Sultan, Biswanath Mondal, Subhas Sarkar, Nirjal Pal, Swapan Sadhukhan, Chandan Debnath, Uttam Chakraborty.

(b) In the event, SEBI discovers or is of the opinion that Bidder is "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 purchase price or the balance purchase price along with 1% of bid amount as poundage fee within the stipulated time shall result in cancellation of sale to successful bidder and forfeit of EMD and other deposits.

(c) The purchaser may within thirty days of the sale, apply for setting aside the sale on the ground that the defaulters (**Sunshine Agro-Infra Limited** and its directors Sushil Kumar Periwal, Anurag Mittal, Lokesh Periwal, Premlata Mittal, Tara Chand Chordia and Nabendu Dey, or **Golden Life Agro India Limited** and its directors Tipu Sultan, Biswanath Mondal, Subhas Sarkar, Nirjal Pal, Swapan Sadhukhan, Chandan Debnath, Uttam Chakraborty) had no saleable interest in the property sold.

17. Delivery of Title Deeds:

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

18. Delivery of possession:

a) Delivery of possession of the property sold shall be in terms of the directions of 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, bid for, acquire or attempt to acquire any interest in the property sold.

b) No counter-offer/conditions by the bidder and/or successful-bidder shall be entertained.

c) 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 without assigning any reasons for the reasons to be recorded in the proceedings.

e) Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.

f) The above terms and conditions are general in nature, subject to change and are in addition to other specific conditions given in the notice of sale / proclamation of sale.

g) Bidders are advised to preserve the documents relating to deposit of EMD and other deposits challan and also a copy of the terms and conditions of online sale downloaded from the portal of the e-auction service provider for future reference.

Annexure-III

Technical Terms and Conditions of Online Auction Sale

1. Prospective bidder shall have a valid e-mail ID, valid PAN Card, unless exempted and KYC Document to register for the bid process.
2. Prospective bidder shall register with the e-auction service provider.
3. Only upon verification of the bid form and confirmation of remittance of EMD, the User ID issued by the e-auction service provider shall be activated to permit the bidder to enter into the website of the service provider for bidding.
4. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy and shall be responsible for any misuse in case of such disclosure.
5. Bidders are advised to change the password immediately upon receipt from the service provider.
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 minute. There will thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.
7. **Training:** The service provider shall provide training if required by the bidders at a mutually convenient date and time before the auction.
8. **Bids:** All bids placed are valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
9. The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders. The bidder with the highest bid does not get any right to demand for acceptance of his bid.
10. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by 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. 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. Agency shall not be liable for wrong e-mail ID registered by the bidder or for return of the mail for any reason.

13. **Demo/mock auction:**

    (a) For bidders who have indicated non-familiarity with e-Auction, training on a DEMO/MOCK Auction shall be arranged in a manner and on such date as may be specified by the e-auction service provider. Only those Bidders who have registered themselves for the Auction by submitting the "Bid Form" and have also paid the EMD can participate in this Mock Auction. No training will be given during the actual e-Auction.

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

14. **Confidentiality**:

    (a) The e-auction service provider, the officials of the 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. E-auction service provider may stipulate such other terms & conditions in compliance of IT Act 2000 and STQC Certification guidelines.

SECURITIES AND EXCHANGE BOARD OF INDIA