



**E AUCTION TENDER DOCUMENT**

**SALE OF FLAT AT 15-C, SHANAZ, 90, NEPEAN SEA ROAD, MUMBAI – 400 006.**

**E AUCTION TENDER NO. Ref/Admin/217**

**Deputy General Manager  
Export-Import Bank of India**

Administration Group  
21<sup>st</sup> Floor, Centre One Building,  
WTC Complex, Cuffe Parade,  
Mumbai – 400 005.

Phone: 022-22154198

E-mail: [administration@eximbankindia.in](mailto:administration@eximbankindia.in)

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## **1. Disclaimer:**

This document shall be referred to as the 'Tender Document' for sale of a residential apartment being a flat owned by the Export –Import Bank of India ("**Bank**") and along with the other information provided would comprise the only information package, which is being made available to the bidders in accordance with the details contained herein.

The purpose of this document is to provide prospective bidders with basic and preliminary information to assist in the formulation of their bid and is issued upon the express understanding that the bidders will use it only for the purpose set out herein.

This document has been prepared on the basis of information available with the Bank. Further, it should not be assumed that there shall be no change or deviation in the information provided. This document does not purport to contain all the information and data each bidder may desire or require in reaching decisions concerning their bids. Each bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document. Bidders should form their own views and sources as to whether information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.

The information contained in this document or any other information which may be provided to bidders is subject to change without prior notice. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged transaction process mentioned.

While this document has been prepared in good faith, neither the Bank nor its employees, officers, directors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even in case any loss or damage is caused by any act or omission on the part of the Bank or its employees, whether negligent or otherwise.

This document has not been filed, registered or approved by any regulatory or judicial authority. Recipients of this document, should inform themselves of and observe any applicable legal requirements and the Bank and its representatives will not be responsible for compliance with the same.

The Bank reserve the right to change/modify/alter the terms and conditions of this document at any stage of the bid process with or without assigning any reason whatsoever.

The Bank reserves the right to accept or reject any or all Bids without giving any reasons. The Bank will not entertain any claim for expenses in relation or pertaining to the preparation and submission of Bids and as such no financial obligation/liability would accrue to the Bank on such eventualities.

## **2. Definitions**

In this document, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein:

- 2.1 Bidder** means an individual, HUF, firm, Government departments, institutions, Banks, Corporations in the public and private sectors, who participate in this tender and submit their bid;
- 2.2 Bid** means the electronic bid submitted by a bidder in accordance with the terms and conditions of this Tender Document;
- 2.3 Bank** means Export-Import Bank of India established under the Export-Import Bank of India Act, 1981 with its head office at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai- 400 005;
- 2.4 E- Auction Bid Form** means the form prescribed at Appendix to the Tender Document and which is required to be submitted alongwith the form prescribed at Annexure A to the Tender Document;
- 2.5 KYC Documents** means the documents as specified in Section 10.4.2 and in the Schedule to the E- Auction Bid form which are required to be submitted by the Bidder alongwith the Tender Form;
- 2.6 Successful Bidder** means the bidder who is declared as the successful bidder in accordance with Section 13 of this Tender Document;
- 2.7 Qualified Bidder** means a bidder who (i) is eligible to participate in the e-auction process; (ii)satisfies all criteria as set out in this Tender Document and who has submitted a duly filled and complete Tender Form along with all necessary annexures; and (iii) has duly deposited the EMD amount within the time specified in Section 4 of this Tender Document;
- 2.8 Tender Document** means this document for sale of the flat, as may be amended and modified together with all annexures, appendices, schedules, addendums and amendments thereto;
- 2.9 Tender Form** means the form prescribed at Annexure A of this Tender Document;

**2.10 Unqualified Bidder** means a bidder who does not satisfy or has not met the criteria as provided in this Tender Document; and is thus not eligible to participate in the e-auction process.

### **3. Property for Sale:**

**3.1** The Bank invites bids for the sale of flat situate at 15-C, Shanaz, 90, Nepean Sea Road, Mumbai-400 006, with carpet area admeasuring approx. 1595 sq. ft. together with one car parking being open garage No. 14.

**3.2** Along with the property the Bank shall also transfer five shares each of the face value of Rs. 50/- of the Nepean Sea Co-operative Housing Society Limited bearing distinctive nos. 10271 to 10275 (both inclusive) held under Share Certificate No. 144 dated 7<sup>th</sup> August 1963.

**3.3.** The property will be sold on **“As is where is and whatever there is”** basis.

### **4. Schedule of bidding process:**

The schedule for the bidding process will be as follows:

<b>Sl. No.</b>	<b>Activity</b>	<b>Date</b>
1	Issue of Advertisement	Advertisement published on 13/10/2017 in Times of India, Economic Times & Navbharat Times_in English language.  Also available at <b><a href="https://www.eximbankindia.in/tenders-and-notices">https://www.eximbankindia.in/tenders-and-notices</a></b>  from 13/10/2017

2	Issue of Tender Document	On 13/10/2017. Only available for downloading at the following website: <b><a href="https://www.eximbankindia.in/tenders-and-notices">https://www.eximbankindia.in/tenders-and-notices</a></b>
3	Inspection of documents and Site Visit.	Site Visit : 16/10/2017 Time: During 1000 Hrs to 1700 Hrs. Copies of all title documents with the Bank shall be available for inspection on 16/10/2017 at the site during the said hours from 1000 Hrs to 1700 Hrs.
4.	Date for submission of Tender Forms and EMD	From 18/10/2017 to 10/11/2017 during 10.30 Hrs to 17.00 Hrs. Submission of Demand Draft / Pay Order / scanned copy of document proving payment of EMD through NEFT/RTGS along with physical Tender Form at the head office of the Bank at Exim Bank, Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai- 400 005.
5	Communication to Qualified Bidders and Unqualified Bidders	By 17/11/ 2017. Email will be sent to all Qualified Bidders confirming that they are eligible to participate in the e-auction and email will be sent to Unqualified Bidders stating that they are not eligible to participate in e-auction, by the Bank at their e-mail mentioned in the Tender Form.

6.	Date & Time of e-auction	24/11/2017 between 1500 Hrs. to 1600 Hrs. with unlimited extension of 5 minutes each
7.	Declaration of Successful Bidder	Will be communicated to the bidders by the Bank at their e-mail mentioned in the Tender Form.

## 5. Terms and Conditions

### 5.1 No bidder shall be represented by any broker or agent

The Tender Document, Tender Form and any modification/amendment thereto can be downloaded from Exim Bank's website [www.eximbankindia.in](http://www.eximbankindia.in)

**5.2** Website for submitting Bid: <https://eximbank.auctiontiger.net> Bids submitted through any other website or method shall not be eligible for consideration.

**5.3 Reserve Price: INR 12,00,00,000/- (Rupees Twelve Crore Only).**

**5.4 Earnest Money Deposit ("EMD"): 10% of Reserve Price i.e. Rs. 1,20,00,00 (Rupees One Crore and Twenty Lakh Only).**

**5.5 Mode of deposit of EMD:** The bidder should make deposit of EMD amount (a) through NEFT/RTGS transfer in favour of "Export-Import Bank of India" A/c No. 911020014333333367479 with Axis Bank, G.D. Somani Branch, Cuffe Parade Mumbai, IFSC Code: UTIB0000447, the UTR Number for the said transaction should be mentioned in the Tender Form; OR (b) By way of Demand Draft/Pay Order in favour of "Export-Import Bank of India", payable at Mumbai to be sent to Mr. Dayanand Shetty, Deputy General Manager of Export-Import Bank of India at the Bank's



Head Office at Centre One Building, Floor No. 21, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005.

**5.6** Bidders shall preserve remittance challan or other proof of payment and shall produce the same as and when demanded by the Bank.

**5.7** Bidders ought to note the following:

a) The intending bidder must:

- (i) have a valid e-mail ID
- (ii) shall hold a valid digital signature certificate issued by competent authority
- (iii) Submit the Tender Form together with the E-Auction Bid Form, KYC Documents and particulars of the mode of EMD payment as prescribed in the Tender Form;
- (iv) Register with the online service provider by opening website: <https://eximbank.auctiontiger.net>. The user ID issued by the online service provider will be activated only for the Qualified Bidders upon the verification of the bid form and confirmation of remittance of EMD.

b) The Qualified Bidders may avail online training on e-auction from M/s e-Procurement Technologies Ltd. Ahmedabad at their own costs and expenses.

c) For more details on valid digital signature please contact:

#### **CONTACT INFORMATION FOR E-Action PROCESS**

Mr. Vijay Shetty / Mr. Tilak Maratha

E-Procurement Technologies Ltd (Auctiontiger)

208-209, Tirupati Udyog Premises Co-Operative Society Ltd.  
I.B Patel Road,  
Goregoan (East) Mumbai – 400063  
Website : <https://eximbank.auctiontiger.net>  
Ph: 09619002431 /09067799646, 079- 41072410/  
40270598/538/554/568/587/594/598  
Mail ID: [vijay.shetty@auctiontiger.net](mailto:vijay.shetty@auctiontiger.net)/ [tilak@auctiontiger.net](mailto:tilak@auctiontiger.net),  
[maharashtra@auctiontiger.net](mailto:maharashtra@auctiontiger.net) and [support@auctiontiger.net](mailto:support@auctiontiger.net)

It is advised that bidders not disclose their user ID and password and other material information relating to the bidding. Bidders should also change the password immediately on receipt from the service provider.

**5.8** The Bank reserves the right to reject any or all of the Bids and to annul the process at any stage or at any point of time without assigning any reasons thereof. The decision of the Bank would be final and binding on the bidders.

**5.9** In case of any doubt regarding the Tender Document, the decision of the Bank shall be final and binding on all the bidders.

**5.10 Bid Multiplier** shall be INR 1 lac.

**5.11** In the event any of the instructions mentioned herein have not been adhered to, the bid is liable to be rejected by the Bank without providing any clarifications/justification.

**5.12** It would be deemed that by submitting the Tender Form, the bidder has:

- i. Made a complete and careful examination of the property and title documents
- ii. Received all relevant information required for submission of the bid either from the Bank or from his own due diligence.

- iii. Understood that he would have no recourse to the Bank post transfer of ownership rights of the concerned property upon execution of the sale deed.

## **6. Eligible bidders**

- 6.1** The offer is open for individuals, firms, Government departments, institutions, Banks, Corporates in the public and private sectors, subject to applicable laws and regulations. **No bidder shall be represented through any broker or agent.**
- 6.2** Bids cannot be submitted by a consortium of bidders.

## **7. Site Visits**

- 7.1** Each Bidder may visit the flat and ascertain for themselves the location and surroundings in order to carry out their own due diligence on any matter including title to the property as may be relevant to them. Bidders shall inspect the property and satisfy themselves regarding the physical nature, condition, etc.
- 7.2** The flat may be inspected as per date and time specified in **Section 4 above.**
- 7.3** The Bidder shall thoroughly satisfy themselves of the nature, conditions and quality of the flat/assets and its physical condition. The Bank gives no guarantee or warranty as to the physical condition of the flat/assets/material or/its quality of its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality/condition/fitness for use will be entertained by the Bank.

**7.4** All travel/conveyance costs to and from the site shall be borne by the bidder and no request for reimbursement of the same shall be entertained by the Bank.

**7.5** For details regarding physical inspection of the flat, the interested bidders may contact:

**Mr. Dayanand Shetty**

Deputy General Manager

EXIM BANK,

World Trade Centre, 21<sup>st</sup> Floor,

Centre One Building, Cuffe Parade,

Mumbai – 400005.

022 22172836

## **8. Inspection of documents**

The title documents relating to the flat would be available for inspection at the venue and time mentioned in Section 4 above.

## **9. Reserve Price and Earnest Money Deposit**

**9.1** No interest will be payable on the EMD.

**9.2** EMD received from Unqualified Bidders would be returned within a period of 25 days from the date of submission of Tender Form.

**9.3** EMD received from unsuccessful bidders would be returned within a period of 90 days from the date of submission of the bid.

**9.4** The EMD of the Successful Bidder shall be automatically adjusted towards sale consideration. In case the Bid is accepted and the purchaser refuses / fails to make further payment towards the balance sale consideration as

per the schedule, the EMD and amount so deposited until then shall be forfeited without prejudice to the rights of the Bank to claim such further damages in this regard.

## **10. Preparation and Submission of Tender Form**

### **10.1 Language**

The Tender Form and all related correspondence and Documents should be written in the English language.

### **10.2 Currency**

The currency for the purpose of the Bid shall be the Indian Rupee (INR).

### **10.3 Validity of Bid**

Bid shall remain valid for a period not less than 180 days from the Bid Submission Date. However, the Bank, at its discretion, may require the bidders to extend the validity for such period as may be determined by the Bank. The Bank reserves the right to reject any bid which does not meet this requirement.

## **10.4 Format and signing of Tender Form and Supporting Documents**

**10.4.1** The Tender Form, shall be typed or written in indelible ink and the Bidder shall initial and number each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Tender Form.

**10.4.2** The submitted Tender Form should necessarily comply with the specified format, with only necessary modifications as circumstances may require. The Tender Form once submitted will

not be returned under any circumstances whatsoever. Self Certified True copies (as the case may be) or Originals (as specified herein) of the following documents shall be submitted as enclosures to the Tender Form:

<b>SR. NO.</b>	<b>PARTICULARS</b>
<b>A.</b>	<b>In case of INDIVIDUALS</b>
1.	PAN Card
2.	Passport / Driving License / Voter ID Card / AADHAR Card
3.	Income Tax Returns of F.Y. 2016-2017
4.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>B.</b>	<b>In case of SOLE PROPRIETORSHIPS</b>
1.	PAN Card
2.	Registration Certificate
3.	CST / VAT / License or any other certificate issued by concerned competent authority
4.	Income Tax Returns of F.Y. 2016-2017
5.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>C.</b>	<b>In case of PARTNERSHIP FIRMS</b>
1.	PAN Card
2.	Registration Certificate
3.	Registered Partnership Deed and any amendment/addendum thereto.
4.	Particulars and documents as mentioned under Sr. No. A above, of partner to whom POA is given.
5.	Audited Balance Sheets for F.Y. 2016-2017
6.	Duly notarized and stamped Power of Attorney (if applicable)[TO BE SUBMITTED IN ORIGINAL]
<b>D.</b>	<b>In case of COMPANIES</b>
1.	PAN Card
2.	Certificate of incorporation.
3.	Memorandum & Articles of Association
4.	Original duly notarized and stamped Power of Attorney authorising a person to sign the Tender Form and participate in e-auction on behalf of the Company for Company alongwith certified copy of Board resolution appointing such person.
5.	Particulars and documents as mentioned under Sr. No. A, of authorised person,
6.	For public limited company, Certified Copy of Certificate of Commencement
7.	Audited Balance Sheets for F.Y. 2016-2017
8.	Certificate of Networth
<b>E.</b>	<b>In case of LIMITED LIABILITY PARTNERSHIPS</b>
1.	PAN Card
2.	Registered LLP agreement
3.	Incorporation document and DPIN of the designated partners

4.	Certificate of Registration issued by the ROC concerned
5.	LLP-IN issued by the ROC
6.	Original duly notarized and stamped Power of Attorney along with Certified Resolution authorizing a person to sign the Tender Form and participate in e-auction on behalf of the LLP
7.	Particulars and documents as mentioned under Sr. No. A above, of concerned partner
8.	Audited Balance Sheets for F.Y. 2016-2017
<b>F.</b>	<b>In case of TRUST / ASSOCIATION / SOCIETY</b>
1.	PAN Card
2.	Certificate of Registration
3.	Resolution / Duly notarized and stamped Power of Attorney granted to authorize a person to sign the Tender Form and participate in e-auction
4.	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
5.	Particulars and documents as mentioned under Sr. No. A, of person authorised to purchase property
<b>G.</b>	<b>In case of H.U.F.</b>
1.	PAN card
2.	Passport / Driving License / Voter ID Card / AADHAR Card of Karta
3.	HUF Declaration for purchase of property
4.	Particulars and documents as mentioned under Sr. No. A above, of Karta of HUF
5.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]

The Bank may at its discretion call upon the Bidder to produce originals/certified copies of any of the aforesaid documents, by giving intimation by e-mail at their e-mail address mentioned in the Tender Form, at least 24 hours in advance.

**10.4.3** The Power of Attorney, if applicable is to be submitted in Original and shall be as per the format enclosed at **Annexure-B**. The Power of Attorney is to be accompanied by the constitutional documents/charter documents of the entity and relevant board resolution/ authorisation (as the case may be). The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity or Bids submitted by a HUF through its Karta.

**10.5** Duly filled Tender Form along with all annexures must be submitted in a sealed Envelope superscribed with the words “E Auction Tender Form for Tender No. **Ref/Admin/217**” at the Head Office of the Bank situate at Floor 21, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005, at the Time and on or before the date specified in Section 4 above.

**10.6** Bidders sending the Tender Form by Post/Courier will do so solely at their own risk and the Bank will not be responsible for any loss in transit or delay in post/courier.

## **11. Intimation to Qualified Bidders and Unqualified Bidders**

**11.1** The Bank shall send e-mail to all Qualified Bidders confirming that they are eligible to participate in the e-auction and shall also send email to Unqualified Bidders stating that they are not eligible to participate in e-auction. Such email shall be sent by the Bank at their e-mail mentioned in the Tender Form submitted by the bidder in the specified format.

**11.2** The Bank’s decision as to eligibility of bidders shall be final and binding.

## **12. Duration of Auction Sale**

**12.1** No Bidder shall bid below the Reserve Price.

**12.2** E-auction sale / bidding time will initially be for a period of one hour.

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 bids received within the said extended five minutes,



the auction sale will automatically get closed at the expiry of such extended five minutes. There will thus be unlimited extensions of bidding time, each of five minutes duration, till auction is concluded by receiving the highest bid from a bidder without further improvement in the bid amount in the designated time.

**12.3** No complaint on paucity of time or time factors or non-functioning of online portal will be entertained.

### **13. Declaration of Successful Bidder**

**13.1** The bidder in whose favour the bid may be awarded shall be referred to as ‘the Successful Bidder.’

**13.2** Only Successful Bidder will be intimated of being declared successful in the e-auction. Intimation shall be by e-mail sent by the authorised official of the Bank. Date and time of sending email will be considered date and time of intimation. A message regarding outcome of the e-auction shall also automatically be generated on the online portal.

**13.3** If no intimation reaches, bidders are expected to take efforts to find out status from the Bank and once email is sent by the Bank to the email ID provided by the bidder, the Bank shall not be responsible for non-receipt of information.

**13.4 The conveyance of the flat will be in the name of the Bidder as given in the Tender Form. Under no circumstances will conveyance be made to a third party.**

## **14. Payment Schedule**

**14.1** 25% of the sale consideration (less EMD already paid) shall be deposited by way of NEFT/RTGS/demand draft/pay order with the Bank within 5 (five) days of e-mail declaring the bidder as successful bidder by Exim Bank.

**14.2** Any default in payment of 25% sale consideration within specified time shall lead to forfeiture of EMD amount and entitle the Bank to cancel the sale. Once 25% of sale consideration (less amount already paid) is paid, the bidder cannot reduce or withdraw the bid for whatever reason.

**14.3** Remaining balance 75% of the sale consideration shall be deposited by way of NEFT/RTGS/demand draft/pay order with the Bank within 30 days from the date of e-mail declaring the bidder as successful bidder by Exim Bank. Any default in payment of balance 75% of sale consideration within specified time shall lead to forfeiture of sale consideration of 25% already paid and entitle the Bank to cancel the sale.

**14.4** All the outgoing like flat tax, electricity/water charges/maintenance charges etc. and other expenses will be borne by bidder from the date of execution of the sale deed of the flat. Any dues pertaining to the flat prior to the said date of execution of sale deed will be borne by Exim Bank.

**14.5** The transfer fees including share transfer fee, if any, /registration fee or transfer premium and any other charges or contributions and all other expenses whatsoever it may be and whatever name it is called and which is demanded by and/or payable to society or to any entity/authorities, person etc. Whosoever for transfer of the above mentioned premises would be borne and paid by successful bidder.

**14.6** The payment of stamp duty, registration charges, incidental costs, taxes/duties/levies/cess, etc. and transfer fee/expenses, if any as applicable and related to the sale of the flat on offer, shall be entirely paid by the purchaser/Successful Bidder.

**14.7** Non-payment of any of the aforesaid sums within specified time, or non-compliance with necessary requisitions to effect sale, shall lead to forfeiture of EMD amount and any other amounts paid. Forfeiture of EMD amount and any other amounts shall be without prejudice to other rights and remedies available to the Bank.

**14.8** All the Payments have to be made strictly as per above schedule unless otherwise agreed by Exim Bank.

## **15. Delivery of Title Deeds and Possession**

- (i) The title deeds, share certificates and other documents related to the flat, along with the physical possession of the flat shall be delivered to the Successful Bidder, on execution of the sale deed.
- (ii) The successful bidder shall be informed of the date for conveyance seven days in advance and the Successful Bidder shall ensure, his/his agents presence at the concerned Sub Registrar's office for completion of the conveyance. In case the Successful Bidder fails to attend the concerned Sub-Registrar's office, the Bank shall after giving notice of 21 (twenty one) days forfeit the amount paid and re-auction the flat. In case of execution of sale deed and other documents through authorized agent, it shall be the duty of the Bidder to ensure that such representative is duly authorized and possesses a Power of Attorney / Resolution, duly notarized/registered and stamped, as required under

law, and that the same is produced at the time of attending the Sub-Registrar's office.

## **16. Default in payment by the Successful Bidder**

In case the sale consideration is not paid as specified in Section 14 by the Successful Bidder, the sale of the assets to the concerned successful Bidder would stand cancelled and the amount so far deposited by the Successful Bidder will automatically stand forfeited.

## **17. Fraud and corrupt practices**

**17.1** The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the e-auction bidding process. Notwithstanding anything to the contrary contained herein, the Bank may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the e-auction bidding process. In such event the Bank shall be entitled to forfeit the EMD and any sale consideration paid, without prejudice to any other right or remedy that may be available to the Bank.

**17.2** For the purpose of this Section, the following terms shall have the meaning hereinafter provided:

- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the e-auction bidding process (for avoidance of

doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly, with the e-auction bidding process or has dealt with matters concerning sale of the flat or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the e-auction bidding process); or save and except as permitted under the relevant sub-section, engaging in any manner whatsoever, during the e-auction bidding process or after execution of the Sale Deed, as the case may be, any person in respect of any matter relating to sale of the flat, who at any time has been or is a legal, financial or technical advisor of the Bank in relation to any matter concerning sale of the flat;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the e-auction bidding process;
- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or flat to influence any persons participation or action in the e-auction bidding process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the e-auction bidding process; or (ii) having a conflict of interest; and

e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the e-auction bidding process.

## **18. Force Majeure**

The Bank shall not be liable for any failure or delay in performance due to any cause beyond their control including, but not limited to fires, floods, strikes, go-slow, lock-out, closure, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of the Bank to extend the time of performance on the part of the Bank by such period as may be necessary to enable the Bank to effect performance after the case of delays will have ceased to exist. The Bank shall not be liable for any loss (whether direct or remote), due to non-delivery or delay caused due to circumstances beyond the control of the Bank. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

## **19. Governing Law / Jurisdiction**

This transaction shall be governed by the laws of India and all disputes arising out of the process shall be subject to the exclusive jurisdiction of the courts at Mumbai where the flat is located.

## **20. Miscellaneous**

**20.1** Correspondence about any change / modification in the offer after submission of tender will not be entertained.

**20.2** The bidders shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of bid, documents to be submitted pursuant to the tender process or carrying out due diligence in respect to the flat.

**20.3** The Bank takes no responsibility for unforeseen circumstances such as non-loading of e-auction website or other similar issues. It is advised that bidders do not wait till the last moment, to submit their bids.

**20.4** The Bank reserves the right to postpone/ cancel or vary the terms and conditions of tender without assigning any reason thereof.

**20.5** No Offers / Bids below reserve price shall be entertained.

**20.6** In case of any addendums or modifications or cancellation of the terms and conditions of tender, the same shall be uploaded on our website: [www.eximbankindia.in](http://www.eximbankindia.in).

**20.7** Transfer of the flat will be subject to bye-laws, regulations and approvals required from the **Nepean Sea Co-operative Housing Society Limited**, and also subject to other laws in force or approval or permissions from other local or government authorities. Costs for seeking such approvals or permissions shall be borne the purchaser.

**Annexure - A**

**Tender Form**

**[On Letter head of the Bidder]**

To

Deputy General Manager,  
Administration Department  
Export-Import Bank of India  
Centre One Building, 21<sup>st</sup> Floor,  
WTC Complex, Cuffe Parade, Mumbai – 400 005.

**Subject: E- Auction for Flat No. 15-C located at Shanaz, 90, Nepean Sea Road, Mumbai – 400 006.**

Sir,

1. I \_\_\_\_\_ (in case of self-Bidder)/\_\_\_\_\_, being duly authorized to represent and act for and on behalf of \_\_\_\_\_(in case of submission through authorized representative of the Bidder), and having studied and fully understood all the information provided in the Document, the undersigned hereby apply as a Bidder for the purchase of a flat according to the terms and conditions of the offer made by Exim Bank.
  
2. Details of the Bidder in the E-Auction Bid Form as per **Appendix** are true and correct and the E-Auction Bid Form has been duly filled and signed on each page. EMD has already been paid by \_\_\_\_\_ *[insert details of Demand Draft/Pay Order/NEFT/RTGS]*.



3. The Bank is hereby authorized to conduct any inquires / investigations to verify the statement, Documents and information submitted in connection with the proposed Bid.
4. The Bank and its authorized representatives may contact the following persons for any further information:-

Name of the Person

Address

Mobile/Phone No.

Fax No.

**E-mail:**

5. The Tender Form is filled and participation in the E-auction if done is made with full understanding that:
  - (a) Export-Import Bank of India reserves the right to reject or accept any Bid, modify / cancel the bidding process, and/or reject all or any of the Bids.
  - (b) Export-Import Bank of India shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

6. I/We also undertake to abide by the additional conditions, if any, announced during the e-auction, including any announcement for correction of and/or additions or deletions to the time of the auction.
7. I/We, the undersigned declare the statements made, and the information provided in the duly completed E-Auction Bid Form enclosed are complete, true and correct in every aspect. I/We understand and agree that if any of the information revealed by me/us is found to be incorrect and/or untrue, or if I am unable to make payment as per the payment schedule provided in the tender document, the bid submitted by me/us is liable to be cancelled and in such case, the EMD and any other monies paid by me/us is liable to be forfeited and the Bank will be at liberty to annul the process at any stage.
8. I/We confirm that our participation in the e-auction process, submission of bid or acquisition of the flat pursuant to the provisions of the Tender Document will not conflict with, or result in a breach of, or constitute a default under (i) our documents of incorporation; or (ii) any applicable laws; (iii) any authorisation or approval of any government or local authority; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me/us; or (v) any agreement to which I am/we are a party or by which I am/we are bound.
9. I/We confirm that neither the Bank nor any online service provider shall be liable and/or responsible in any manner whatsoever for my/our failure to access and bid on the e-auction platform due to loss of internet

connectivity, electricity failure, virus attack, problems with the computer system, any other unforeseen circumstances, etc. before or during the auction event.

10. I have read the terms and conditions of the offer detailed in the Tender Document and am willing to abide by them unconditionally.

11. We further acknowledge and agree that:-

- (i) In case our offer is accepted and if we fail to pay the amount in the manner specified by the Bank, the amount of Earnest Money Deposit and any further instalments paid by us under this offer shall stand absolutely forfeited by Exim Bank.
- (ii) This offer is valid for a period of 180 days from the date of Bid submission or such extended date as may be determined by Exim Bank.
- (iii) I/We have read and understood the terms and conditions of the Tender Documents and hereby unequivocally and unconditionally accept the same.
- (iv) The decision of the Bank concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for Export-Import Bank of India to reject our Bid and/or to cancel the award of sale.

I/We understand that decision by the Bank with respect to selection of the successful bidder, shall be final.

Name of the Bidder :

Address (Office) : .....  
(Residence) : .....  
.....

Tel.No. (Office) : .....  
(Residence) : .....  
Fax No. : .....  
**E-mail address** : .....  
Mobile No. : .....

N.B. In case of corporates, the above details to the extent applicable, be given in respect of Power of Attorney holder.

Enclosures:

- i. E-Auction Bid Form in Original.
- ii. Demand Draft for EMD or Pay Order or Copy of the NEFT/RTGS details
- iii. KYC Documents as duly certified true copies
- iv. Power of Attorney in Original together with duly certified true copy of the relevant Board resolution/ Declaration (as applicable authorizing such Power of Attorney Holder).

**E-AUCTION BID FORM**

[FOR FLAT NO. 15-C LOCATED AT SHANAZ, 90, NEPEAN SEA ROAD, MUMBAI –  
400 006.]

**EXPORT-IMPORT BANK OF INDIA**

Centre One Building, Floor 21,  
World Trade Centre Complex  
Cuffe Parade, Mumbai – 400 005

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

Sr. No.	Name of Bidder (s) (in Capital)  (1)	Father's/ Husband's Name (if applicable)  (2)	Postal Address of Bidder(s). If bidder is a company, address of its Regd. Office  (3)	Phone/Mobile Number & E- mail ID  (4)
A.				
B.				
C.				
D.				

E.	Bank Account Details for refund of EMD i. Bank A/c No. ii. IFSC Code No. iii. Branch Name	
F.	PAN Number	
G.	Whether EMD remitted	Yes / No
H.	EMD Remittance Details* i. Date of remittance ii. Name of Bank iii. Branch iv. Account No. v. IFSC Code No. vi. UTR No.  In case of Pay Order or Demand Draft details thereof To be specified hereunder  DD/PO dated _____ bearing no. _____ drawn on _____.	

I \_\_\_\_\_ (in case of self-Bidder)/\_\_\_\_\_, being duly authorized  
to represent and act for and on behalf of \_\_\_\_\_(in case of submission through

authorized representative of the Bidder), declare that I have read and understood all the terms and conditions of the E-auction sale and I undertake to abide by them.

**I \_\_\_\_\_ (Name of Bidder) applying in the capacity of \_\_\_\_\_ (please state whether Individual/Proprietorship/Corporate/LLP/Partnership/) enclose herewith duly self certified true copies of the KYC documents listed in the KYC Schedule hereto.**

**Original Power of Attorney executed by \_\_\_\_\_ in favour of \_\_\_\_\_ is also enclosed. / [TO BE INCLUDED IN THE EVENT TENDER FORM IS FILLED THROUGH A CONSTITUED ATTORNEY]**

(Signature of the Bidder)

\*Mandatory: Bidders should preserve the EMD remittance *challan* and produce on demand.

Enclosures: Please specify the KYC documents enclosed. In case of Tender Form Submission by a POA holder, the KYC documents are to be certified by such POA holder.

### **Schedule**

#### **(KYC Documents for E-Auction)**

<b>SR. NO.</b>	<b>PARTICULARS</b>
<b>A.</b>	<b>In case of INDIVIDUALS</b>
1.	PAN Card
2.	Passport / Driving License / Voter ID Card / AADHAR Card
3.	Income Tax Returns of F.Y. 2016-2017
4.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>B.</b>	<b>In case of SOLE PROPRIETORSHIPS</b>
1.	PAN Card
2.	Registration Certificate
3.	CST / VAT / License or any other certificate issued by concerned competent authority
4.	Income Tax Returns of F.Y. 2016-2017
5.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>C.</b>	<b>In case of PARTNERSHIP FIRMS</b>
1.	PAN Card
2.	Registration Certificate
3.	Registered Partnership Deed and any amendment/addendum thereto.
4.	Particulars and documents as mentioned under Sr. No. A above, of partner to whom POA is given.
5.	Audited Balance Sheets for F.Y. 2016-2017
6.	Duly notarized and stamped Power of Attorney (if applicable)[TO BE SUBMITTED IN ORIGINAL]
<b>D.</b>	<b>In case of COMPANIES</b>
1.	PAN Card
2.	Certificate of incorporation.
3.	Memorandum & Articles of Association
4.	Original duly notarized and stamped Power of Attorney authorising a person to sign the Tender Form and participate in e-auction on behalf of the Company for Company alongwith certified copy of Board resolution appointing such person.
5.	Particulars and documents as mentioned under Sr. No. A, of authorised person
6.	For public limited company, Certified Copy of Certificate of Commencement
7.	Audited Balance Sheets for F.Y. 2016-2017
8.	Certificate of Networth
<b>E.</b>	<b>In case of LIMITED LIABILITY PARTNERSHIPS</b>
1.	PAN Card
2.	Registered LLP agreement
3.	Incorporation document and DPIN of the designated partners
4.	Certificate of Registration issued by the ROC concerned
5.	LLP-IN issued by the ROC
6.	Original duly notarized and stamped Power of Attorney along with Certified Resolution authorizing a person to sign the Tender Form and participate in e-auction on behalf of the LLP
7.	Particulars and documents as mentioned under Sr. No. A above, of concerned partner
8.	Audited Balance Sheets for F.Y. 2016-2017
<b>F.</b>	<b>In case of TRUST / ASSOCIATION / SOCIETY</b>
1.	PAN Card

2.	Certificate of Registration
3.	Resolution / Duly notarized and stamped Power of Attorney granted to authorize a person to sign the Tender Form and participate in e-auction
4.	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
5.	Particulars and documents as mentioned under Sr. No. A, of person authorised to purchase property
<b>G.</b>	<b>In case of H.U.F.</b>
1.	PAN card
2.	Passport / Driving License / Voter ID Card / AADHAR Card of Karta
3.	HUF Declaration for purchase of property
4.	Particulars and documents as mentioned under Sr. No. A above, of Karta of HUF
5.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]

----X---



## **Annexure – B**

### **FORMAT FOR POWER OF ATTORNEY FOR SIGNING TENDER FORM AND PARTICIPATING IN E-AUCTION**

**(Duly notarized and on a Stamp Paper of relevant value as applicable at place  
of execution.)**

#### **POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name of address of the registered office) do hereby irrevocably constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with our incidental to our Bid for the purchase of a flat of Export-Import Bank of India, including, signing and submission of all Documents and providing information/responses to Exim Bank, representing us in all matters before Exim Bank, and generally dealing with Exim Bank in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I Accept

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)