

EXPORT-IMPORT BANK OF INDIA

Centre One Building, Floor No. 21,
World Trade Centre Complex, Cuffe Parade,

E-AUCTION SALE NOTICE (Under SARFAESI ACT 2002)

(Auction Sale of Immovable Property mortgaged to the Export-Import Bank of India (Exim Bank) under The Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (SARFAESI Act) read with The Security Interest (Enforcement) Rules, 2002)

Whereas, the Authorized Officer of the Exim Bank has taken possession of the immovable property (as mentioned in Schedule below) mortgaged to the Bank under Section 13(4) of the SARFAESI Act; and

The below mentioned immovable property to public by way of an e-auction on "AS IS WHERE IS", "WHATEVER THERE IS" and "WITHOUT RECOURSE" BASIS under the provisions of SARFAESI Act and its Rules.

Name of the Authorised Officer: Mr. Ambrish Bhandari	Contact Details: +91 44 28522830/31
Email ID: ambrish@eximbankindia.in	Mobile no: +91 9167975754

SCHEDULE

- I. **Details of the Borrower:** Accentia Technologies Ltd (ATL), D-207, Second Floor, International Infotech Centre, Sector II, CBD, Belapur, Navi Mumbai – 400 614.

Details of the Guarantor(s): Mr. N. Viswambharan and Mrs. Susheela Kunju, E-8, Prasanth Devaswom Lane, Kesavadasapuram, Trivandrum – 695 004.

- II. **DESCRIPTION OF THE PROPERTY, RESERVE PRICE AND EARNEST MONEY DEPOSIT:** Property belonging to Guarantors

Description of the Property	Reserve Price	EMD
<p>ALL THAT PIECE AND PARCEL OF the property, admeasuring an extent of 1 Acre 43 cents in Re. Sy. No. 179/6 to an extent of 25.10 Ares and in Re. Sy. No. No 179/10 to an extent of 32.80 Ares together with the structures thereon situated at Athiyanoor Village, Neyyattinakra Taluka, Trivandrum District - 695123, Kerala, bounded on the:</p> <p>EAST OF - Puthuval</p> <p>WEST OF - Kodaurvila and Puthuval</p> <p>NORTH OF - Vayal</p> <p>SOUTH OF - Puthuval</p>	₹ 1.55 crore	₹ 15.50 lakh

- III. **OUTSTANDING DUES:** ₹ 49,76,58,184.59 (Rupees Forty Nine Crore Seventy Six Lakh Fifty Eight Thousand One Hundred Eighty Four and Fifty Nine Paise) + further interest @ 12.75% p.a. & liquidated damages @ 2% p.a. thereon w.e.f. May 27, 2015 + expenses.

As on [March 01, 2018]. The Outstanding dues (secured debt owned by the Borrower to the

Bank) is ₹ 73,52,63,015.43 (Rupees Seventy Three Crore Fifty Two Lakh Sixty Three Thousand and Fifteen and Forty three Paise)

DETAILS OF E-AUCTION

- IV. E-Auction website :** <https://eximbank.auctiontiger.net>
- V. Date of Auction :** March 22, 2018
- VI. Time of Auction :** Between 3.00 pm to 4.00 pm with unlimited extensions of 5 Minutes each
- VII. Mode of deposit of EMD:**
- a) Through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. 911020014367479 with Axis Bank, G D Somani Branch, Cuffe Parade Mumbai, IFS Code UTIB0000447; or
- b) By way of Demand Draft / Pay Order in favour of 'Export-Import Bank of India', payable at Mumbai at Export-Import Bank of India, 21st Floor, Centre -1 Building, World Trade Centre Complex, Cuffe Parade, Mumbai-400005;
- VIII. Submission of online application for Bid with EMD:** March 08, 2018 10.00 am onwards
- IX. Last date for submission of online application for Bid with EMD:** Till 6.00 pm on March 15, 2018
- X. Date & Time for Inspection of the Property & Title Deeds of the Property:** March 08, 2018, From 11.00 am to 5.00 pm.
- XI. Bid Multiplier:** ₹ 50,000/- (Rupees Fifty thousand only)

TERMS & CONDITIONS

1. The Sale of Secured Assets is on "As is where is", "As is what is", "Whatever there is" and "Without recourse" Basis for and on behalf of the Secured Creditor/Bank viz.: Exim Bank.
2. To the best of the knowledge and information of the Authorised Officer, there is no encumbrance, lien, charge, statutory dues, etc. on the auctioned property. However, the intending bidders should make their own independent inquiries with concerned SRO as well as the revenue records regarding the title, nature, description, condition, encumbrance, lien, charge, statutory dues, etc. of the auctioned property and claims/rights/dues affecting the auctioned property, prior to submitting their bid. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation by or on behalf of the Bank. For further details regarding physical inspection of the property, the interested bidders may contact Ms. A. Suganthi, Phone No +914428522830 or Mr. Ambrish Bhandari, Phone No +914428522831, during office hours 10.00 a.m. to 6.00 p.m.
3. The e-auction sale will only be conducted vide "online e-auction" bidding through the Bank's approved service provider Auction Tiger, Ahmedabad at its website <https://eximbank.auctiontiger.net>. E-Auction Tender Documents containing E-Auction bid forms, Declarations, general terms and conditions of online sale are available on the Bank's website www.eximbankindia.in
4. Sale is strictly subject to the terms & conditions incorporated in this e-Auction Notice and the prescribed Tender Document and SARFAESI Act read with the Security Interest (Enforcement) Rules, 2002.

STATUTORY 15 DAYS SALE NOTICE UNDER RULE 8(6) & 9(1) OF THE SARFAESI ACT, 2002

The Borrower/Guarantors of the property are hereby notified to pay the sum as mentioned above along with upto date interest and ancillary expenses before the date of e-auction, failing which the property will be auctioned/sold and balance dues, if any, will be recovered with interest and cost.

Place: Chennai
Date: March 04, 2018

Authorised Officer
Exim Bank



EXPORT-IMPORT BANK OF INDIA

No. 756 – L, Overseas Towers, 4th & 5th Floor, Anna Salai, Chennai - 600002

E-AUCTION TENDER DOCUMENT

**(SALE UNDER SECURITISATION & RECONSTRUCTION OF FINANCIAL ASSETS &
ENFORCEMENT OF SECURITY INTEREST ACT, 2002)**

(Bid Application with Terms & Conditions of Online Sale)



EXPORT-IMPORT BANK OF INDIA

No. 756 – L, Overseas Towers,
4th & 5th Floor,
Anna Salai, Chennai - 600002

GENERAL TERMS & CONDITIONS OF E-AUCTION SALE

This Bid Application, Declaration along with Terms & Conditions of Online Sale is a part of the Sale Notice published on March 04, 2018, in The Hindu in English language and Deepika, in Vernacular (Malayalam) language.

1. Brief Particulars related to Secured Assets under sale:

- I. Details of the Borrower: **Accentia Technologies Ltd (ATL), D-207, Second Floor, International Infotech Centre, Sector II, CBD, Belapur, Navi Mumbai – 400 614.**

Details of the Guarantor(s): **Mr. N. Viswambharan and Mrs. Susheela Kunju, E-8, Prasanth Devaswom Lane, Kesavadasapuram, Trivandrum – 695 004.**

II. DESCRIPTION OF THE PROPERTY, RESERVE PRICE AND EARNEST MONEY DEPOSIT:
Property belonging to Guarantors

Description of the Property	Reserve Price	EMD
ALL THAT PIECE AND PARCEL OF the property, admeasuring an extent of 1 Acre 43 cents in Re. Sy. No. 179/6 to an extent of 25.10 Ares and in Re. Sy. No. No 179/10 to an extent of 32.80 Ares together with the structures thereon situated at Athiyanoor Village, Neyyattinkra Taluka, Trivandrum District - 695123, Kerala, bounded on the: EAST OF - Puthuval WEST OF - Kodaurvila and Puthuval NORTH OF - Vayal SOUTH OF - Puthuval	₹ 1.55 crore	₹ 15.50 lakh

- III. **Encumbrances on the Property:** To the best of the knowledge, not known to the Bank or the Authorized Officer.

- IV. **OUTSTANDING DUES:** ₹ 49,76,58,184.59 (Rupees Forty Nine Crore Seventy Six Lakh Fifty Eight Thousand One Hundred Eighty Four and Fifty Nine Paise) + further interest @ 12.75% p.a. & liquidated damages @ 2% p.a. thereon w.e.f. May 27, 2015 + expenses.

As on [March 01, 2018], the Outstanding dues (secured debt owned by the Borrower to the Bank) ₹ 73,52,63,015.43 (Rupees Seventy Three Crore Fifty Two Lakh Sixty Three Thousand and Fifteen and Forty three Paise)

V. RESERVE PRICE FOR PROPERTY: As per the table given above.

DETAILS OF E-AUCTION

VI. E-Auction website : <https://eximbank.auctiontiger.net>

VII. Date of Auction : March 22, 2018

VIII. Time of Auction : Between 3.00 pm to 4.00 pm with unlimited extensions of 5 Minutes each

IX. Mode of deposit of EMD:

a) Through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. 911020014367479 with Axis Bank, G D Somani Branch, Cuffe Parade Mumbai, Branch Code, IFS Code - UTIB0000447; or

b) By way of Demand Draft/Pay Order in favour of 'Export-Import Bank of India', payable at Mumbai at Export-Import Bank of India, 21st Floor, Centre -1 Building, World Trade Centre Complex, Cuffe Parade, Mumbai-400005;

As mentioned above, the bidder may submit individual bid for any property.

X. Submission of online application for Bid with EMD: March 08, 2018, 10.00 am onwards

XI. Last date for submission of online application for Bid with EMD: Till 6.00 pm on March 15, 2018

XII. Date & Time for Inspection of the Properties & Title Deeds of the Property: [March 08, 2018, From 11.00 am to 5.00 pm at the property situated at place as mentioned in the above table].

XII. Bid Multiplier : ₹ 50,000/- (Rupees Fifty Thousand)

XIV. The Sale of Secured Assets is on "As is where is", "As is what is", "Whatever there is" and "Without recourse" Basis for and on behalf of the Secured Creditor/Bank viz.: Exim Bank.

a. To the best of the knowledge and information of the Authorised Officer, there is no encumbrance, lien, charge, statutory dues, etc. on the auctioned property. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation by or on behalf of the Bank.

b. The Property is being sold with all the existing and future encumbrances whether known or unknown to the Bank. The Authorised Officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues.

XV. For further details regarding physical inspection of the property, the interested bidders may contact Ms. A. Suganthi, Phone No +914428522830 or Mr. Ambrish Bhandari, Phone No +914428522831, during office hours 10.00 a.m. to 6.00 p.m.

XVI. The Intending bidder:

- a. shall hold a valid digital signature certificate issued by competent authority.
- b. shall submit the evidence for EMD deposit like UTR number along with Request Letter for participation in the E-Auction
- c. self-attested copies of KYC documents as per Schedule mentioned in GENERAL TERMS & CONDITIONS OF E-AUCTION SALE along with (i) valid e-mail ID and (ii) contact number of the bidder, to the Authorised Officer of Exim Bank at No. 756 – L, Overseas Towers, 4th & 5th Floor, Anna Salai, Chennai - 600002. Scanned copies of the original documents can also be submitted by sending them to the Authorised officer by email. The e-mail id of Authorised Officer is **ambrish@eximbankindia.in**.
- d. Bidders may avail online training on e-auction from M/s. e-Procurement Technologies Ltd. Ahmedabad at their own costs and expenses.

XVII. For more details on valid digital signature and valid email address please contact:

M/s e-procurement Technologies Ltd.- Auction Tiger, Ahmedabad

(Contact No. 079-40230 841/844/813/814/815/816/820),

Contact person(s):

- (a) Mr. Tilak Maratha, Mobile No. 09067799646, Email:tilak@auctiontiger.net,
- (b) Mr. Vijay Shetty, Mob.No.09619002431, E-mail:vijay.shetty@auctiontiger.net

XVIII. Details of the property and Tender Document and the forms which every bidder is required to sign/submit can be obtained from the Exim Bank, 756 – L, Overseas Towers, 4th & 5th Floor, Anna Salai, Chennai - 600002, during office hours between Monday to Friday from 10:00 am to 6:00 pm. Tender forms can also be downloaded and printed from our website www.eximbankindia.in. Telephone No – +91 44 28522830/31.

XIX. Names of the eligible bidders who will be allowed to participate in the e-Auction will be identified by the Authorised Officer after scrutinizing the documents submitted by the intending bidders and will be intimated via email on their registered email ids.

XX. The EMD of unsuccessful bidders shall be refunded. EMD shall not bear any interest. The Successful Bidder shall deposit 25% of the sale price (less the EMD), by way of Demand Draft/Pay Order in favour of 'Export-Import Bank of India', 21st Floor, Centre -1 Building, World Trade Centre Complex, Cuffe Parade, Mumbai-400005 or through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. 911020014367479 with Axis Bank, G D Somani Branch, Cuffe Parade Mumbai, Branch Code, IFS Code UTIB0000447 immediately on the sale being confirmed in his/her/their favour and the balance amount of sale price within 15 days from the date of confirmation of auction sale or such extended period as may be agreed upon in writing between the parties. Failure to remit the entire amount of sale price within the stipulated period will result in forfeiture of deposit of 25% of the tender price and forfeiture of all claims over the property and the property will be resold.

XXI. The Authorised officer has the absolute right to accept or reject the bid or postpone or cancel the e-auction/sale, as the case may be, without assigning any reason. The Authorised Officer is also not bound to accept the highest offer and may withdraw any property or portion thereof from the auction proceedings without assigning any reason thereof. In the event, all offers are rejected.

XXII. The sale is subject to confirmation by the Bank. If the Borrower/Guarantor pays the Bank in full before sale, no sale will be conducted.

XXIII. The sale certificate will be issued only in the name of the Successful Bidder/Purchaser.

XXIV. While making payment of the balance and final consideration amount of 75% of the successful and highest bid amount, the Successful Bidder/Purchaser shall deduct Tax at Source (TDS) at the rate of 1% (one percent) on the total sale consideration amount/highest successful bid under the provisions of the Income Tax Act, 1961 and deposit the same with the treasury on account of the Bank and issue TDS certificate to the Bank on or before the Certificate of Sale is issued by Bank in favour of the Successful bidder/Purchaser. As per Section 194-1 A of the Income Tax Act 1961, TDS @1% will be applicable on the sale proceeds, where the sale consideration is ₹50,00,000/- (Rupees Fifty lakhs) and above. The Successful bidder/purchaser shall deduct 1% TDS from the Sale Price and deposit the same with Income Tax Department in Form no. 16-B,

containing the Bank's name and the PAN No. AAACE2769D as a seller and submit the original receipt of the TDS Certificate to the Bank.

2. Nature and Object of Online Sale

- a. The online e-auction sale is with the avowed object of Free and Fair Sale, transparency and for achieving best possible recovery of public money.
- b. The E-auction is governed by the provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest act, 2002 and Security Interest (Enforcement) Rules, 2002 and the following specific terms & conditions.

3. Caution to bidders:

- a. Property is sold on As is where is / As is what is / Whatever there is / Without recourse Basis.
- b. Bidders are advised / cautioned to verify with the concerned SRO as well as the Revenue Records and to satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.
- c. The Bidders shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of the Bid/Offer for submission and / or for carrying out due diligence, search of title to the assets and matters incidental thereto or for any other purpose in connection with the purchase of the assets under reference.
- d. Bidders are advised to go through all the terms and conditions of sale given in the tender document and also in the corresponding public sale / e-auction notice in the newspapers before submitting the bid and participating in the online bidding / auction.
- e. Statutory dues / liabilities etc due to the Government / local body, if any, whether mentioned in the sale notice / tender document or not shall be borne by the successful / highest bidder / purchaser(s).
- f. 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.

4. Inspection of property

- a. Property can be inspected on the date(s) given in the e-auction / public sale notice / tender document.
- b. Bidders shall inspect the property and satisfy themselves regarding the physical nature, condition, extend, etc. of the property.
- c. Complaints, if any, in the matter of inspection shall immediately be brought to the notice of Authorised Officer and in any event before the auction of the property.

5. Inspection of title deeds.

Bidders may inspect and verify the title deeds and other documents relating to the property available with the Bank on the date and time as mentioned in the E-auction notice for inspection of the property.

6. Technical Terms and Conditions

- a. Prospective bidder shall have a valid e-mail ID.
- b. Prospective bidder has to register with the 'online' service provider.
- c. Only upon verification of the bid form and confirmation of remittance of EMD, the user ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
- d. Bidders should not disclose their user ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
- e. Bidders are advised to change the password immediately on receipt from the service provider.

7. Submission of the Bid forms

- a. Bids in the prescribed format given in the tender document shall be submitted 'online' through the portal of <https://eximbank.auctiontiger.net> Bids submitted otherwise shall not be eligible for consideration and rejected.
- b. Bids shall be submitted online before the last date and time given in the E-auction notice / tender document.
- c. Bid form shall be duly filled in with all the relevant details. Incomplete / unsigned bids forms or complete bid forms without EMD remittance details will be summarily rejected.
- d. Only copy of PAN Card, Passport, Voter's ID, Valid driving license or photo identity card issued by Government & PSU will be accepted as the identity document and should be submitted along with the bid form. Original identity document, copy of which is submitted along with the bid form, must be produced on demand. For more details pertaining to the KYC documents please refer the schedule hereinbelow as per Serial No. 22.

8. Earnest money deposit (EMD)

- a. The bid shall be accompanied by the EMD as specified in the E-auction notice / tender document.
- b. EMD and other deposits shall be remitted through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. 911020014367479 with Axis Bank, G D Somani Branch, Cuffe Parade Mumbai, Branch Code, IFS Code UTIB0000447; or b) By way of

Demand Draft/Pay Order in favour of 'Export-Import Bank of India', payable at Mumbai as specified in the E-auction notice / tender document.

- c. Bidders not to disclose remittance details of EMD, UTR code etc. to any one and to safeguard its secrecy.
- d. Bidders shall preserve the remittance *challan* and shall produce the same as and when demanded by the Bank.
- e. All details regarding remittance of EMD shall be entered in the bid form.
- f. EMD either in part or in full, is liable for forfeiture in case of default.

9. Bid Multiplier

- a. The bid increment/multiplier shall be at ₹ 50,000 (Rupees Fifty Thousand).
- b. The bidders shall increase their bids in multiples of the amount specified in the E-Auction notice.

10. Duration of Auction Sale :

- a. Online auction sale will start automatically on and at the time given in the E-auction notice / tender documents.
- b. E-auction sale / bidding time will initially be for a period of one hour and the bidding process will get automatically extended by five minutes duration each and will be kept open till the auction sale concludes.
- c. 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 will 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.
- 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 will be entertained.

11. Online bidding

- a. Auction/bidding will be only online bidding through the portal provided by the service provider.
- b. All bids placed are to be treated as legally valid bids and are to be considered as bids from the bidder himself.
- c. 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.

- d. 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 acceptance of his bid.
- e. 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 the bank. Hence bidders are cautioned to be careful to check the bid amount and alter / rectify their bid if required before confirming the bid submitted.
- f. In case of sole bidder, the sale may be deferred and property be brought for resale or otherwise sale will be deferred or cancelled.
- g. Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- h. No request / complaint of wrong bidding will be entertained for cancelling the sale and in such case; the EMD in full will be forfeited.

12. Inter-se Bidding

If more than one offer is received for an amount equal to or higher than the reserve price, the Bank will have a right to conduct *inter-se* bidding amongst the bidders. The Authorized Officer reserves its right to accept any or reject all offer/s without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the tenderers or sell the property through private negotiations with any of the tenderers or any other party/parties or invite fresh tenders. Exim Bank's decision in this behalf shall be final. Authorised Officer (AO) reserves the right to retain the EMD of top three bids upto two months from the date of auction and the amount of EMD will not carry any interest. The Bids so retained will be valid for two months from the date of auction or till further extension of time as may be approved by the AO. The EMD of other bids will be returned within 15 days from the date of auction. In case there is a default in payment of balance sale consideration by the successful bidder, Authorised Officer will reserve its right to consider sale to the next highest bidder.

13. Declaration of successful bidder

- a. Highest bidder will be declared the successful bidder and sale will be confirmed in his favour. The intimation to the bidder / bidders concerned of having declared successful in the auction sale will be primarily sent to them through e-mail preferably. The date of sending the e-mail will be considered as date of intimation.
- b. If no intimation reaches, bidders are expected to take efforts to find out status from the Bank. Non-receipt of information will not be considered as ground for default /non-payment by the successful bidder as mentioned in clause 15 (a) below.

14. Deposit of purchase price

- a. The bidder declared successful, shall pay, immediately after such declaration, a deposit of 25 % (less EMD already paid) on the amount of the purchase money/ successful highest bid amount.
- b. In case of the auction sale proceedings concluding beyond the banking transaction hours, the deposit of 25% of purchase price (less already paid) shall be remitted before 3.00 p.m. of the next working day.
- c. The balance amount of purchase money shall be paid through a) NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. 911020014367479 with Axis Bank, G D Somani Branch, Cuffe Parade Mumbai, Branch Code, IFS Code UTIB0000447; or b) By way of Demand Draft/Pay Order in favour of 'Export-Import Bank of India', payable at Mumbai as specified in the E-auction notice / tender document, on or before the fifteenth (15th) day from the date of the sale or within such period as may be extended for the reason to be recorded by the Authorized Officer.

15. Default of payment

- a. Default of payment of 25% of bid amount (less EMD) immediately as specified in clause 14 above, and 75% of balance bid amount within the time stipulated as above shall result in forfeiture of the amount already paid and in such case, Authorised Officer will reserve its right to consider sale to the next highest bidder.
- b. The EMD and any other monies paid by the successful bidder shall be forfeited by the Authorized Officer of the Bank.

16. Sale Certificate / Payment of Stamp Duty

- a. On payment of the entire purchase price / bid amount, Sale Certificate will be issued by the Authorized Officer of the Bank 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 will be entertained.
- c. Sale Confirmation / Sale certificate shall be collected in person or through an authorized person.
- d. The stamp duty, registration charges etc, as per relevant laws for the sale certificate shall be borne by the successful bidder / purchaser.
- e. The Sale Certificate will not be issued pending operations of any stay / injunction / restraint order passed by the DRT/DRAT/ High Court or any other Court against the issue of Sale Certificate.
- f. The deposit made by the successful bidder, pending execution of Sale Certificate will be kept in non-interest bearing deposit account. No request for return of deposit either in part or full / cancellation of sale will be entertained.

17. Return of EMD

- a. EMD of unsuccessful bidders will be returned through NEFT/RTGS transfer to the Bank account details provided by them in the bid form and may be intimated via their e-mail id. However, Authorised Officer reserves the right to retain EMD of top three bids upto two months from the date of Auction.
- b. Unsuccessful bidders shall ensure return of their EMD and if not, immediately to contact the Authorized Officer of the bank.

18. Stay / Cancellation of Sale

- a. In case of stay of further proceedings by the Debts Recovery Tribunal (DRT), Debts recovery Appellate Tribunal (DRAT), High Court or any other Court for forum, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or costs for such postponement or cancellation.
- b. Default in payment of 25% of the purchase price or the balance purchase price within the stipulated / extended time will result in cancellation of sale.

19. Delivery of title deeds

The title deeds and other documents related to the property and deposited with the bank for creation of equitable mortgage shall be delivered to the Successful bidder / Auction Purchaser, on execution of Sale Certificate.

20. Delivery of possession

- a. All expenses and incidental charges in relation to taking physical possession of the property as well as all acts relating thereto shall be borne by the Auction Purchaser.
- b. The Bank shall not be responsible for any loss or liabilities of the tenderer if the purchased property could not be delivered due to circumstances beyond the control of the Bank and or the Authorised Officer.
- c. In case Exim Bank is unable to deliver the Immovable property within the specified time due to unforeseen reasons, then Exim Bank shall grant suitable extension of delivery period to the bidder without any ground rent or other related charges till the expiry of such extended period. In such eventuality, however, the tenderer shall not be entitled to claim any compensation for such delay.

21. General

- a. The authorized officer will be at liberty to amend / modify / delete any of the conditions as may be deemed necessary in light of the facts and circumstances of each case.

- b. The Authorized Officer reserves the right to accept or reject all or any bid or bids without assigning any reasons and to postpone or cancel the sale without assigning any reason.
- c. Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.
- d. No counter offer / conditions by the bidder and / or successful bidder will be entertained.

22. Training

- a. For bidders who have indicated non-familiarity with e-auction, training on a DEMO/ MOCK AUCTION will be arranged in a manner and on such date by the service provider as may be specified in the scheduled programme.
- b. Only those bidders who have registered themselves for the auction by submitting the 'Declaration Form' and have also paid the EMD can participate in this mock auction.
- c. No training will be given during the actual e-auction.

Schedule ¹(KYC Documents for E-Auction)

SR. NO.	PARTICULARS
A. INDIVIDUALS	
1.	PAN Card
2.	Passport / Driving License / Voter ID Card / NREGA Card and AADHAR Card
3.	Electricity Bills or any other state utility bills
B. SOLE PROPRIETORSHIPS	
1.	PAN Card
2.	Registration Certificate
3.	CST / VAT / License or any other certificate issued by concerned competent authority
4.	Electricity Bills or any other state utility bills
C. PARTNERSHIP FIRMS	
1.	PAN Card
2.	Registration Certificate
3.	Partnership Deed and any amendment/addendum thereto
4.	Power of Attorney granted to a partner of the firm to buy property on its behalf
5.	Particulars, as mentioned under Sr. No. A above, of partner to whom POA is given.
D. COMPANIES	
1.	PAN Card
2.	Certificate of incorporation.
3.	CIN
4.	Memorandum & Articles of Association
5.	Board resolution / POA authorising a person to purchase property for Company
6.	Particulars, as mentioned under Sr. No. A, of authorised person, attested by the Company
7.	Latest Form 32

¹ Please note that the above KYC list is general and broad based.

8.	For public limited company, Certified Copy of Certificate of Commencement
E.	LIMITED LIABILITY PARTNERSHIPS
1.	PAN Card
2.	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.	Resolution in favour of the partner to buy the property
7.	Particulars, as mentioned under Sr. No. A above, of concerned partner
F.	TRUST / ASSOCIATION / SOCIETY
1.	PAN Card
2.	Certificate of Registration
3.	Resolution / POA granted to buy property
4.	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
5.	Particulars, as mentioned under Sr. No. A, of person authorised to purchase property
G.	H.U.F.
1.	PAN card
2.	HUF Declaration for purchase of property
3.	Particulars, as mentioned under Sr. No. A above, of Karta of HUF

Note: Self Certified photo copies are to be produced.

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DECLARATION

Date:

To
The Authorised Officer
Export Import Bank of India,
No. 756 – L, Overseas Towers,
4th & 5th Floor,
Anna Salai, Chennai – 600002

I/We, the tenderer/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the tender and public notice for Sale and have understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions.

I/We further declare that I/We intend to purchase the above referred immovable property from Exim Bank for our own use/business and that the information revealed by me/us in the tender 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 tender submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by Exim Bank and Exim Bank will be at liberty to annul the offer made to me/us at any point of time. I/We also agree that after my/our offer given in my/our tender for purchase of the immovable property is accepted by Exim Bank and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the tender and offer letter, the Earnest Money Deposit and any other monies paid by me/us along with the tender and thereafter, are liable to be forfeited by Exim Bank and that Exim Bank has also a right to proceed against me/us for specific performance of the contract, if so desired by Exim Bank

I/We further understand and declare that the decision taken by the Authorised Officer of the Bank in all respect shall be final and binding on me/us.

I/We also undertake to abide by the additional terms and conditions, if any, announced during the auction including the announcement of correction and / or addition or deletion of terms being offered for sale.

(_____)
Signature of Tenderer

Name of the Tenderer	:	
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 key/concerned.



EXPORT-IMPORT BANK OF INDIA
No. 756 – L, Overseas Towers,
4th & 5th Floor,
Anna Salai, Chennai – 600002

E-AUCTION BID FORM FOR PROPERTY NO ____.

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

Sr. No.	Name of Bidder (s) (in Capital)	Father's/ Husband's Name	Postal Address of Bidder(s). If bidder is a company, address of its Regd. Office	Phone/Mobile Number & E-mail ID
	(1)	(2)	(3)	(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.	Date of Submission of Bid	
G.	PAN Number	
H.	Property / Asset Item No. in respect of which the bid is submitted ²	
I.	Whether EMD remitted	Yes / No
J.	EMD Remittance Details* i. Date of remittance ii. Name of Bank iii. Branch iv. Account No. v. IFSC Code No. vi. UTR No.	

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

(Signature of the Bidder)

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

² In case of auction of multiple properties.