



EXPORT-IMPORT BANK OF INDIA

Centre One Building, Floor No. 21,
World Trade Centre Complex, Cuffe Parade, Mumbai- 400 005

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**

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

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 April 13, 2022, in Business Standard (Mumbai and Ahmedabad/Surat edition) in English language and Sandesh (Surat edition) in Vernacular (Gujarati) language.

1. Brief Particulars related to Secured Assets under sale:

I. Details of the Borrower: M/s Vipul Shipyard a partnership firm (with partners being Shri Damodar Prasad Gupta, Shri Santhanam Muthuswamy & M/s Onaway Industries Ltd.) having its Principal Place of Business at Near Magdalla Port, Gaviyar Village, Surat – 395 007

II. Details of the Guarantor(s):

1. Personal Guarantor: Mr. Rishi Agarwal having his office at 5th Floor, 1 Bhupati Chambers, 13 Mathew Road, Opera House, Mumbai – 400004 and residence at 4C, Somerset Place, 61 D, Bhulabhai Desai Road, Mumbai - 400026

2. Corporate Guarantors: Varada Drilling Company Pte Ltd. and Varada Global Pte Ltd. having their office at 371, Beach Road, #22-01/05, Key Point, Singapore – 199 597

III. Description of the property: All the pieces and parcels of non-agricultural land situated and lying and being at Gaviyar bearing Revenue Survey no. 30 admeasuring 13861 Sq. Mtrs and Revenue Survey No. 32 admeasuring 4654 Sq/ Mtrs, both of Mouje /Village Gaviyar, Near Magdalla Port, Taluka Choryasi in the Registration District Surat and Sub District Surat-1 (Athva) and are bounded as under :

In respect of land bearing Survey No. 30:

On or towards North by: Tapi River

On or towards South by : Land of Balubhai Dahyabhai

On or towards East by: Land of Mohanbhai Revabhai

On or towards West by : Magdalla port Road

In respect of Land bearing Survey No. 32:

On or towards North by: Block No. 30

On or towards South by : Block no. 33P

On or towards East by : Block No. 31

On or towards west by : Block no. 28 Magdalla Port Rod

IV. Outstanding Dues: As on March 31, 2022, the outstanding dues (secured debt owned by the Borrower to the Bank) is ₹ 389,86,82,361.32 (Rupees Three Eighty-Nine Crore Eighty-Six Lakhs Eighty-Two Thousand Three Hundred Sixty-One and Thirty-Two paise only) + further interest & liquidated damages thereon w.e.f. April 01, 2022, + expenses.

V. Reserve price for property: ₹34,68,00,000/- (Rupees Thirty-Four Crore Sixty Eight Lakh only)

DETAILS OF E-AUCTION

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

VII. Date of Auction: April 28, 2022

VIII. Time of Auction: Between 1.00 p.m. to 4.00 p.m. with unlimited extensions of 8 Minutes each.

IX. Non-Interest-Bearing Earnest Money Deposit (EMD): ₹ 3,46,80,000 (Rupees Three Crore Forty-Six Lakh and Eighty Thousand only)

X. Mode of deposit of EMD:

- a) Through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. HO00INR42001001, IFS Code EIBI0HO0001; 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-400 005.

- XI. Submission of online application for Bid with EMD:** April 13, 2022, 10 a.m. onwards
- XII. Last date for submission of online application for Bid with EMD:** 6.00 pm on April 25, 2022.
- XIII. Date & Time for Inspection of the Property:** April 13 ,2022 to April 22, 2022, from 1.00 pm to 5.00 pm
- XIV. Bid Multiplier:** ₹ 5,00,000/- (Rupee Five Lakh only)
- XV. 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 Authorized 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 Authorized Officer/Secured Creditor shall not be responsible in any way for any third-party claims/rights/dues.
- XVI.** For further details regarding physical inspection of the property, the interested bidders may contact Mr. Amit Kumar, Phone No +912222172620 / +91 9920283223 during office hours 10.00 a.m. to 6.00 p.m. from Monday to Friday.
- XVII. 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 Authorized Officer of Exim Bank at Centre One Building, 21st Floor, World Trade complex, Cuffe Parade, Mumbai – 400 005. Scanned copies of the original documents can also be submitted by

sending them to the Authorized officer by email. The e-mail id of Authorized Officer is amit.kumar@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.

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

a) **M/s. e-Procurement Technologies Ltd., Auction Tiger, Ahmedabad**

b) **Contact person(s):** Mr. Ram Sharma, Mobile No. +91-8000023297/79-3502 2182, E-mail: ramprasad@auctiontiger.net/support@auctiontiger.net

XIX. Details of the property/asset and Tender Document and the forms which every bidder is required to sign/submit can be obtained from the Exim Bank, Centre One Building, 21st Floor, World Trade Complex, Cuffe Parade, Mumbai - 400005, during office hours between Monday to Friday from 10:00 am to 5:00 pm. Tender forms can also be downloaded and printed from our website www.eximbankindia.in

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

XXI. 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', payable at Mumbai at Export-Import Bank of India, 21st Floor, Centre-1 Building, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005 or through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No.HO00INR42001001 IFS Code EIBI0HO0001 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.

- XXII.** 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.
- XXIII.** 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.
- XXIV.** The sale certificate will be issued only in the name of the Successful Bidder/ Purchaser.
- XXV.** If applicable, 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 Lakh) 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. A piece of land measuring 1,041.74 sqm has been encroached upon by M/s ABG Shipyard Ltd. The Bank has raised this concern with the Liquidator of M/s ABG Shipyard Ltd. who is in process of verifying the same.
- c. Bidders are advised / cautioned to verify with the concerned Sub Registrar Office 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.
- d. The Bidders shall not be entitled to receive re-imbusement 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.
- e. 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.
- f. 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).
- g. 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/asset 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.

- d. Also for details regarding physical inspection of the property, the interested bidders may contact Mr. Amit Kumar, Phone No +912222172620 / +91 9920283223 during office hours 10.00 a.m. to 6.00 p.m, from Monday to Friday.

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 and title deeds.

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. The interested parties are requested to submit their Expression of Interest strictly as per format enclosed as **Annexure-A**, Non-Disclosure Agreement strictly as per format enclosed as **Annexure-B** duly signed by authorized person and Declaration in the prescribed format as per **Annexure-C**, sent by hand delivery /e-mail on or before April 25, 2022, 06.00 p.m. addressed to:

General Manager
Special Situations Group
Export-Import Bank of India
Floor 21, Centre One Building

World Trade Centre Complex
Cuffe Parade, Mumbai – 400 005.

E-mail Id: rikesh@eximbankindia.in / amit.kumar@eximbankindia.in /
divya.b@eximbankindia.in

- b. Bids forms along with 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. Bid form 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 form 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. HO00INR42001001 IFS Code EIBI0HO0001; 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 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.

All details regarding remittance of EMD shall be entered in the bid form.

- e. 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 ₹ 5,00,000/-.
- 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 three hours and the bidding process will get automatically extended by Eight 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 eight minutes of closing time, the bidding time will be extended automatically by eight minutes and if no bid higher than last quoted highest bid is received within the said extended eight minutes, the auction sale will automatically get closed at the expiry of the extended eight minutes. There will thus be an extension of bidding time, each of eight minutes duration, till auction is concluded.
- d. Bidders are advised to enter their bid accordingly keeping in mind the eight 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

- a. 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 as 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 advised 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 13 (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 NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. HO00INR42001001, IFS Code EIBI0HO0001; 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 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 13 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, Authorized 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. In case, successful bidder fails to arrange for registration of sale certificate, within two months from the payment of full consideration of the property, the Bank reserves right to cancel the sale and forfeit the entire amount paid by the successful bidder and conduct e-auction afresh.
- 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

- a. 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
INDIVIDUALS	
	PAN Card
	Passport / Driving License / Voter ID Card / NREGA Card and AADHAR Card
	Electricity Bills or any other state utility bills
SOLE PROPRIETORSHIPS	
	PAN Card
	Registration Certificate
	CST / VAT / License or any other certificate issued by concerned competent authority
	Electricity Bills or any other state utility bills
PARTNERSHIP FIRMS	
	PAN Card
	Registration Certificate
	Partnership Deed and any amendment/addendum thereto
	Power of Attorney granted to a partner of the firm to buy property on its behalf
	Particulars, as mentioned under Sr. No. A above, of partner to whom POA is given.
COMPANIES	
	PAN Card
	Certificate of incorporation.
	CIN
	Memorandum & Articles of Association
	Board resolution / POA authorising a person to purchase property for Company
	Particulars, as mentioned under Sr. No. A, of authorised person, attested by the Company
	Latest Form 32
	For public limited company, Certified Copy of Certificate of Commencement
LIMITED LIABILITY PARTNERSHIPS	
	PAN Card
	LLP agreement
	Incorporation document and DPIN of the designated partners
	Certificate of Registration issued by the ROC concerned
	LLP-IN issued by the ROC
	Resolution in favour of the partner to buy the property
	Particulars, as mentioned under Sr. No. A above, of concerned partner
TRUST / ASSOCIATION / SOCIETY	
	PAN Card
	Certificate of Registration
	Resolution / POA granted to buy property
	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
	Particulars, as mentioned under Sr. No. A, of person authorised to purchase property
H.U.F.	
	PAN card
	HUF Declaration for purchase of property
	Particulars, as mentioned under Sr. No. A above, of Karta of HUF

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

Note: Self Certified photocopies are to be produced.

Annexure-A

Expression of Interest
On Investor's Letter Head
<Draft>
Dated:
General Manager
Special Situations Group
Export-Import Bank of India
Floor 21, World Trade Centre Complex
Cuffe Parade
Mumbai – 400 005.

Sub: Auction Sale – M/s Vipul Shipyard _____2022

We refer to EXIM Bank's PUBLICATION on its website on _____2022 on Auction Sale. We hereby confirm our intention to proceed with the site-visit organized by you to make an assessment of the immovable property. This is to confirm that:

We are eligible and have the financial capacity to conclude the purchase in accordance with the applicable laws and regulations of India.

Subject to our findings and pursuant to the due diligence review, we intend to submit a Bid for the immovable property of M/s Vipul Shipyard being auctioned by EXIM BANK.

In undertaking this transaction, we have no conflict of interest with and are not related, directly or indirectly, to EXIM Bank.

We have already executed NDA in the month of _____, 2022 and the same shall stand valid.

Details of the Contact person/Authorised signatory with address, contact no and Email ID as well as KYC documents enlisted in Schedule are as under:

We shall be in touch with you to co-ordinate on the site-visit.

With regards,

<Authorised Signatory>

NON-DISCLOSURE AGREEMENT
(No changes allowed in this format)
(To be executed on ₹ 500 stamp paper)

This Agreement is made on the _____ day of _____
Between _____, (a _____ incorporated
under the _____) having its office at _____
(hereinafter referred to as “_____” or the “Receiving Party”, which
expression unless repugnant to the context or meaning thereof be deemed to
include its successors and assigns) of the ONE PART;

AND

Export-Import Bank of India, a corporation established under the Export-Import
Bank of India Act, 1981 and having its Head Office at Floor 21, Centre One
Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
hereinafter referred “EXIM” or “Disclosing Party”) which expression unless
repugnant to the context or meaning thereof be deemed to include its
successors and assigns) of the OTHER PART.

_____ & EXIM are hereinafter collectively referred to as the
“Parties” and individually as a “Party”.

WHEREAS

The Parties intend to engage in a business relationship which includes bidding for
immovable property of M/s Vipul Shipyard. In the course of such business
relationship, it is anticipated that EXIM may disclose or deliver to _____
certain or some of its trade secrets, policies, technical and business information ,
pricing, financial analysis, customer names, customer list, customer data or any
other confidential or proprietary information, for the purpose of conducting due
diligence for purchase of immovable properties of M/s Vipul Shipyard (hereinafter
referred to as “the Purpose”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Confidential information:** For the purposes of this Agreement, "Confidential Information" means any and all information or data that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided by the Disclosing Party to the Receiving Party or its representative(s) in connection with the Purpose and the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, sample, notes or module thereof.

The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized

above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. **Term:** This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between _____ and EXIM. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists or which may consist of analysis, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving party shall

- a. cease using the Confidential Information,
- b. return all/any Confidential Information and all/any copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and
- c. Upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this agreement.

6. **Remedies:** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

7. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. **Indemnity:** The Receiving Party hereby indemnifies the Disclosing Party, and shall always keep indemnified and hold the Disclosing Party, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Disclosing Party as a result of breach of any of the term of this Agreement or breach of any representation or on account of any false representation or inaccurate statement or assurance or covenant or warranty of the Receiving Party and/or breach of confidentiality obligations of the Receiving Party, or its employees or delegates, contained in this Agreement; and/or negligence or gross misconduct attributable to the Receiving Party its employees/delegates.

9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export - Import Bank of India

21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.

Receiving Party: _____ (along with address, name of authorized official and email)

Or as otherwise specified by a party by notice in writing to the other party.

Any notice or other communication shall be deemed to have been duly received:

- i. If delivered personally, when left at the address and for the contact referred to in this clause; or
- ii. If sent by pre-paid first class post or recorded delivery, at 11.00 am on the fourth business day after posting; or
- iii. If delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- iv. If sent by an electronic mail, on the day of receipt, if received before 11.00 a.m. on a business day, or otherwise on the first business day after receipt.

10. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and the parties submit to the jurisdiction of courts/tribunals at Mumbai.

11. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder.

All Confidential Information is provided on "as is" basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

Date first above written.

By Export-Import Bank of India

Title:

Name:

By Receiving Parties

Title:

Name:

DECLARATION

Date:

To
The Authorised Officer
Export Import Bank of India,
Floor 21, Centre One Building
World Trade Centre Complex,
Cuffe Parade, Mumbai-400 005

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 or arrange for registration of Sale certificate 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 or cancel the sale and conduct e-auction afresh.

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.

(M/s. _____)

Digital 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

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

E-AUCTION BID FORM

(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 (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.	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.

(Digital Signature of the Bidder)

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