

## **TENDER DOCUMENT**

### **TERMS AND CONDITIONS OF SALE OF IMMOVABLE ASSET/S OF M/S CBT INDIA**

1. The immovable property described herein below as “**secured assets**” are being and shall be sold on “**AS IS WHERE IS AND WHATEVER THERE IS BASIS**”.

#### **Description of secured assets:**

All that pieces and parcel of immovable commercial property situate being and lying at

**Office No. 003, 2<sup>nd</sup> Floor, Shalimar Complex, Church Road, MI Road Jaipur-302001.**

2. The particulars of secured assets described herein and in the published Auction Sale Notice dated 18.11.2020 have been stated to the best of the information of the Authorized Officer and the Authorized Officer shall not be answerable for any error or omission thereof. The Authorised Officer hereby declares that the CFM Assets Reconstruction Pvt. Ltd is having **physical** possession of secured asset.
3. The Authorised Officer is not aware of any encumbrance on the secured assets other than that disclosed herein. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of secured assets put on auction and claims/ rights/ dues/ affecting the secured assets, prior to submitting their respective bids. The Public Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the secured creditor.
4. The secured assets are being sold with all the existing and future encumbrances whether known or unknown to the secured creditor and the Authorised Officer and / or the secured creditor shall not in any manner be held responsible for any encumbrance, charge, government dues, third party claims etc., if any, on the said secured assets and the same shall be sole responsibility of the purchaser.
5. The encumbrances stated in the Auction Sale Notice as published and / or any statutory claim made in respect of the secured assets may be paid from and out of the sale proceeds to the extent the sale proceeds are in excess of the claim of the secured creditor.
6. Sale of the secured assets shall be conducted strictly in accordance with the detailed terms and conditions of sale as indicated herein and in the Auction Sale Notice dated 18.11.2020.
7. For the purpose of obtaining this Tender Document and /or verifying the copies of title documents of the secured assets and / or for any further information with respect to the secured asset, the Intending Bidders may contact **Mr. Anil Mittal on 95992-24712**.
8. Intending Bidders shall deposit the Earnest Money Deposit (EMD) of **Rs. 3.75 lacs (Rupees Three Lacs Seventy-Five Thousand only)** by way of a Demand Draft / Pay Order drawn in favour of CFM ARC, Trust –III, IndusInd Bank, on or before **11 a.m.** on 23.12.2020.
9. Intending Bidders shall ensure that their respective bids in the prescribed Bid Form attached herein as **Annexure 1** together with EMD and all necessary documents shall, in a sealed envelope super scribed “**Bid For CBT Indiaproperty**”, reach the Authorised Officer Mr. Anil Mittal on CFM Assets Reconstruction Pvt. Ltd, 101-104, Mohta building, Bhikaji Kama Place, New Delhi– 110066, on or before **11.00 a.m.** of 23.12.2020. The EMD of unsuccessful bidders are refundable and shall not carry any interest. The EMD of the successful bidder shall be adjusted towards the sale price.
10. Intending Bidders shall give their full name and complete address and state clearly whether they are submitting bids for themselves or on behalf of another and in the latter case furnish proper authority with respect thereto and also full name and complete address of actual intending purchaser with the Residence Proof & PAN Card Number and photocopy thereof.

11. Bids received without EMD and /or below the reserve price and/or without Bid Form duly filled and/or necessary documents and/or incomplete in any manner and / or conditional bids is liable to be rejected at the outset and declared as invalid.
12. Sale of the secured assets will be conducted **on 23.12.2020 at 11.30 a.m.** onwards at 101-104, Mohta Building, Bhikaji Kama Place, New Delhi - 110066 in accordance with the terms and conditions stated herein and in the Auction Sale Notice, whereby all the valid Intending Bidders as declared by the Authorized Officer can participate in the inter se bidding.
13. The Authorised Officer shall at the time of inter se bidding declare the minimum incremental value as may be fixed by the Authorised Officer in consultation with the secured creditor. During the inter se bidding, the valid intending bidders will have to increase their respective bids either by one minimum incremental value or in multiples of minimum incremental value.
14. The highest bidder declared as successful bidder by the Authorized Officer shall immediately pay 25% of the bid amount/sale price and balance 75% of the bid amount/sale price within 15 days therefrom or such extended time as the Authorized Officer may agree in writing. All payments are to be made by way of a Demand Draft / Pay Order only or in the manner as the Authorised Officer may deem fit.
15. If the successful bidder fails to make the aforesaid payments within the stipulated time frame and in the manner prescribed herein, then the Authorized Officer reserves the right to forfeit all the payments made by the successful bidder till that date as well as resell the secured assets jointly and the successful bidder shall forfeit all claim to the secured assets or to any part of the sum for which it may be subsequently sold.
16. Upon receipt of the full sale price, a Sale Certificate shall be issued by the Authorized Officer. The Sale Certificate is liable for the charges/fees payable for conveyance such as Registration Fees, Stamp Duty, and such other statutory dues, etc., as applicable as per law, to be paid by the successful bidder, viz. auction purchaser.
17. The Authorized Officer reserves the absolute right to accept or reject the bid including the highest bid or adjourn / postpone / cancel the sale proceedings at any time without further notice and without assigning any reasons thereof. The decision of the Authorized Officer / secured creditor shall be final. The persons participating in the auction/sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.
18. In case of failure of the auction sale, the Authorized Officer reserves the right to sell the secured assets by way of private treaty at any time thereafter.
19. The purchaser shall be deemed to have purchased the properties with full knowledge and subject to all the reservations, if any, in the Master Plan and/or Development Plan or Draft Development Plan or Town Planning Scheme, society dues affecting the property and consent, including permission of the Competent Authority and/or under the relevant Provisions of the Laws touching the matter, if any, shall be obtained by him from the concerned authorities.
20. The submission of the bids shall deem that the Intending Bidders have taken all precautions and satisfied themselves with respect to the conditions of the secured assets and the terms and conditions of the auction. It shall not be open for the Intending Bidders to raise any issue after having submitted the bids and/or participated in the sale proceedings.
21. In case of any inconsistencies between the term and conditions of the published Auction Sale Notice dated 18.11.2020 and this tender document, the term and conditions of this tender document will prevail.

#### **DECLARATION**

The above terms and conditions are read and understood and explained in vernacular language and I/We agree to abide by the same and accept that the same shall be binding on me/us at all times.

**Date: (Signature)**

**ANNEXURE 1**

**BID FORM**

1. Name/s of Bidder/s (*In Capital*)\*:

2. Individual / Company :

3. Father's / Husband's Name\* :

(In case of Company, please give

Name of Authorized Official)

4. Date of Birth / Incorporation\* :

5. Nationality\* :

6. Permanent/Registered Address\* :

7. Postal Address of Bidder/s\* :

8. Mobile Number & Email ID\* :

9. Fax Number\* :

10. PAN/TAN Number\* :

11. Brief Description of Property / :

Secured assets

12. EMD Details

- Date of Demand Draft :
- Name of Bank :
- Branch :

13. Bidder's Offer / Bid Amount : Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_

(in words and figures) \_\_\_\_\_ only

14. Date of submission of Bid :

I declare that I have read and understood all the general, technical and other terms and conditions of the auction sale and shall abide by all of them. I also undertake to improve my bid by minimum one increment value notified in the sale notice if I am the sole bidder.

(Signature of the Bidder/s)

Encl.:

1. Copy/s of Photo ID
2. Copy/s of PAN/TAN Card
3. Copy of address proof of the Bidder(s)
4. In case of bidder/s staying abroad / NRIs / PIOs / bidder/s holding dual citizenship, bidder/s must submit copy/s of his / her valid Indian passport.
5. In case of bidder/s staying abroad / NRIs / PIOs / bidder/s holding dual citizenship, bidder/s shall also submit a separate declaration by way of an affidavit in the format attached herein as Exhibit I.

**\* Please carry original at the time of auction for the purposes of verification.**

**Exhibit I**

**DECLARATION ON AFFIDAVIT**

**(To be submitted only by persons residing outside India/NRIs/PIOs/bidders holding dual citizenship)**

I, \_\_\_\_\_, s/o \_\_\_\_\_ aged \_\_\_\_\_, residing at \_\_\_\_\_ do hereby solemnly affirm and declare as under:

1. That I am interested in participating in the auction sale proceedings and bidding for and thereafter purchasing the property viz. \_\_\_\_\_ (*details of the property*) (hereinafter referred as the "said property").
2. That I am legally competent and entitled to participate in the said auction sale proceedings and pursuant thereto to purchase the said property as and when I am declared as successful bidder by the Authorised Officer of the Bank / ARC as the case may be.
3. That by participating in the said auction sale or by purchasing the said property I will not be in contravention of any law, rules, regulations, directions, guidelines, etc. that are or may be applicable to me either in India or outside the jurisdiction of India.
4. That I am deposing this Affidavit on my own and at my sole risk as to the costs and consequences and if the aforementioned facts deposed by me herein are found to be incorrect at any time then I shall be the sole person responsible for the same.
5. That the Bank / ARC shall not in any manner be held liable or responsible with respect to any thing or facts that have been mentioned herein and deposed by me.

Deponent