

TENDER DOCUMENTS FORMAT



**Authorised Officer
Raj Mahal Vilas Extension**

**A/c : Sri. SURESH NAHIME GOWDA AND MEENAKSHI k
With
Indian Bank
RAJ MAHAL VILAS EXTENSION branch**

**TENDER/BID DOCUMENT FOR SALE
(including for e-auction)**

**Authorised Officer
Indian Bank,
Raj Mahal vilas Extension**

In exercise of powers conferred under Section 13 of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (In short 'SARFAESI Act'), the Authorised Officer for the A/c **Sri. Suresh Nahime Gowda and other** of Rajmahal Vilas Extension Branch of Indian Bank issued a Demand Notice dated 01.12.2016. under sec 13(2) of the SARFAESI Act calling upon the borrower/guarantor/mortgagor in the above account to

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pay the amount due as on **31.05.2017 is Rs. 4812033/- (Forty eight lakhs twelve thousand and thirty three rupees only)**with further interest and other charges thereon.

As **Sri. Suresh Nahime Gowda and others** failed to make payment despite Demand Notice, the Authorised Officer took possession of the property (more fully described in Annexure A) under SARFAESI Act on 13.03.2017 after complying with all legal formalities. The Authorised Officer is entitled to sell the properties by virtue of powers conferred on him under sec 13(4) of SARFAESI Act read with Rule 9 framed under the said Act. Sale is intended to be carried out by inviting tenders/bids from public. The necessary Notice of Intended Sale was published in INDIAN EXPRESS and SAMYUKTA KARNATAKA newspapers on 13.06.2017. Accordingly, tenders/bids are called from intending purchasers. The details are furnished below:

Definitions:

1. 'Property' is the mortgaged and / or hypothecated items offered for sale more fully described in Annexure A
2. 'Seller' of the property is Authorised Officer, Indian Bank, Raj Mahal Vilas branch.
3. The term 'tender' wherever used shall also mean and include 'bid', 'offer' or similar terms which convey the same meaning.
4. 'Tender document' comprises the terms and conditions of the tender, the Tender form, the Schedule of the property enumerated in Annexure A, Model letters if any to be submitted and other terms and conditions etc. including the terms and conditions for e-auction enclosed along with the bid / tender form wherever applicable.
5. 'Designated place', is the place at which the tender documents can be had, the completed tenders will be received and the received tenders will be opened by the Seller, in any mode including e-auction.
6. 'Tenderer' is the person who submits his tender for purchase of the property by quoting the price offered by him and therefore participates in the tender cum auction mode. This may be an individual, HUF, Partnership firm, private or public limited company or a statutory corporation. 'Tenderer' shall also mean and include 'Offerer', 'Bidder' or similar terms which convey the same meaning.
7. 'Representative' is the person authorised by the Tenderer to submit the tender document on his behalf. Such Representative may either hold a Power of Attorney issued in his name by the tenderer or authorised by the tenderer through a specific letter, attesting the signature of the Representative.
8. 'Tender opening date and time' shall mean the date on which and the time at which the various tenders received shall be opened by the Seller at the 'designated place'
9. 'Tender Amount' is the amount mentioned in the Tender form submitted by the Tenderer and later on increased in the tender cum auction mode amongst the eligible tenderers. The eligible tenderers are those who have quoted their bid / tender / offer amount ABOVE Reserve Price
10. 'Price' is the amount at which the Seller accepts to sell the property after opening all the tenders and verifying other documents and adopting the tender cum auction process in the

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discretion of Authorised Officer.

11. 'Successful Tenderer' is the Tenderer, who has submitted the highest bid amount and / or who has quoted the highest bid amount in the tender cum auction mode.
12. 'Second successful Tenderer ' is the Tenderer, other things remaining the same, whose quoted amount is next below the amount quoted by the Successful Tenderer as mentioned in the Para 11.
13. 'Acceptance date' is the date of letter communicating acceptance of the Tender by the seller to the successful Tenderer or the second successful Tenderer as the case may be.
14. 'Purchaser' is the 'Tenderer' whose bid / offer amount has been accepted by the Seller and who has not rescinded performance within the time limit allowed in the acceptance letter.
15. Wherever the pronoun 'he' and its related verbs are used, it also implies and includes 'she' as well as the plural form.

Property

1. It consists of the mortgaged and / or hypothecated properties more fully described in Annexure A.

Inspection:

2. The property can be inspected by the intending Tenderer on 17.06.2017 at his expense between **10.30 am to 5.30 pm** at the addresses mentioned in the Annexure A. Inspection of documents / EC etc. can be also done by intending tenderers on 17.06.2017 between **10.30 am to 5.30 pm**

Terms of Warranty:

3. 'THE TENDERER SHALL HAVE TO VERIFY THE POSITION REGARDING THE TAX AND OTHER CHARGES PAID/PAYABLE, INSURANCE, ETC. from the documents available at the designated place before submitting the Tender. No claims shall be entertained in this regard after the Tenders are opened.
4. The Seller does not give any warranty as to the description, condition or accuracy of details regarding the property given in the schedule. The Tenderer is to satisfy himself as to the title of the property as well as the identity and correctness of the description of the property and the measurements and boundaries of the same and subsisting encumbrances / statutory liabilities etc. before submitting the tender.
5. Once he submits his tender, he will be deemed to have waived all objections to the title, extent or any other aspects, if any afterwards. **THE SUCCESSFUL TENDERER SHALL NOT BE PERMITTED TO REFRAIN FROM PERFORMING HIS OBLIGATION BY REASONS OF ANY ERROR OR DEFAULT IN DESCRIPTION THEREOF IN THE SCHEDULE HERETO OR REGARDING THE TITLE THERETO AND/OR FOR ANY OTHER REASON.** THE SALE SHALL NOT BE INVALIDATED BY SUCH REASONS AND

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NO COMPENSATION SHALL BE PAYABLE IN RESPECT OF ANY SUCH DEFAULT OR ERROR OR MISDESCRIPTION.

6. The sale is on 'as is where is and as is what is' basis and without any representations and warranties on the part of the Secured Creditor relating to encumbrances/ statutory liabilities etc.

Submission of Tender:

7. The tender document can be obtained from the designated place of the Seller between 09.06.2017 and 27.06.2017 week days and between 10.30 am and 5.30.p.m. excluding holidays.

The issue of tender document will be up to 27.06.2017 till 5.30 p.m.

Wherever e-auction mode is adopted, the Tender/bid Form with the terms and conditions can be had online from the Website [https:// indianbank.auctiontiger.net](https://indianbank.auctiontiger.net)..and using the provision in the system / software, the same could be procured using the 'seal bid option' such that the activities could be done online. The tender form and the terms and conditions would be available in the website **from 09.06.2017 to 27.06.2017 from 10.30 am to 5.30 pm.**

8. The tenderer shall be legally eligible to buy a property in the Union of India.
9. Separate tender document is to be used for the property for each property/item/lot described in the sale notice.
10. If the tender is submitted by a person who is not an individual, the details relating to constitution must be specified.
11. When the tenderer is other than an individual, the capacity of the signatory shall be indicated along with rubber stamp of the organization, on whose behalf the tender is submitted
12. If the tender is submitted through a Power of Attorney holder (POA holder) or an authorised representative, proof of such authorization should be enclosed. However, in case of successful tenderer, the property would be transferred in the name of the tenderer only and not in the name of such POA holder or authorised representative.
13. The tender amount must be filled in both in words and in figures in the TENDER form, failing which the tender can be rejected. When there is a difference in the amount stated in figures and in words, the amount stated in words shall prevail.
14. All corrections must be attested under the full signature of the tenderer with date of such corrections.
15. Complete address of the tenderer must be given in block letters. Telephone numbers, telegraphic address. e-mail address. etc., may also be furnished.
16. If the tender is submitted on behalf of an organisation, the name, designation and telephone numbers of the contact person, if any, shall also be given.

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17. The Reserve Price for each of the property/item and the respective Earnest Money Deposit for each of the property/item is enumerated in Annexure A.
18. Earnest Money Deposit (EMD) as specified for each item in the Annexure A shall be remitted along with the tender document.

The tenders should be accompanied with EMD taken in DD / BPO / RTGS/NEFT / Account Transfer and / or any other acceptable mode of money transfer without time lag, failing which the tender becomes disqualified.

The Nodal Bank account No./IFSC Code etc. for online money transfer is as under:

S.No.	Nodal Bank A/c No.	IFSC Code
E-Auction EMD account, Bangalore Zone	6096875321	IDIB000M050

The Demand Draft / Pay Order shall not be dated earlier than the Notice of intended sale and shall be payable in Bangalore only. Money Orders / Cash/ Postal Orders, personal cheque / bank guarantees. etc. shall not be accepted in lieu of Demand Draft / Bankers' Pay Order except the manner specified above.

19. The Tender Price shall be quoted in absolute terms and shall not be linked to any other reference. The tender must be unconditional.
20. Correct and complete information is to be furnished while submitting the tender. Furnishing incorrect/ false information relating to any material fact and / or failure to enclose any required document may cause the tender to be rejected at the discretion of the Seller. The details furnished in the Tender shall be duly witnessed atleast by two persons, who would affix their signature, name and address at the space provided for the same.
21. Tenders complete in all respects along with EMD and other enclosures shall be submitted in a sealed cover addressed to Authorized Officer, Chief Manager, Indian Bank, RAJMAHAL VILAS EXTENSION BRANCH., Devsandra , Bangalore.

Whenever e-auction mode is adopted, tender form shall be submitted with complete particulars as indicated in clause No.7

22. The sealed cover shall be super scribed with the words "TENDER FOR PURCHASE SUBMITTED IN RESPONSE TO ADVERTISEMENT DATED 09.06.2017 FOR PROPERTY/ITEM No.

- 23. Submission of Tenders:** The sealed covers shall be submitted at the designated place before 5.30 p.m. on 27.06.2017. The sealed covers can either be hand delivered at the designated place or be sent by Post / courier. Tenders sent by post / courier will be considered only if the same is received at the designated place within the stipulated time and the date of posting / dispatch shall not be a proof of delivery. Tenders received after the stipulated date and time will not be considered.

Whenever e-auction mode is adopted, tender form shall be submitted with complete particulars as indicated in clause No.7.

Signature of the Tenderer

24. Withdrawal of tenders: A tenderer may be permitted to withdraw the tender submitted by him at any time before the final time fixed for opening of the tenders. However request for withdrawal of the tender shall be made in writing by the tenderer himself and should be submitted at the designated place before the time limit fixed. The same applies to a Representative also.

Tender opening:

25. The received tenders will be opened **at RAJMAHAL VILAS EXTENSION BRANCH at 11.AM to 12.00 Noon on 28.06.2017.** by Authorised Officer, Indian Bank, RAJ MAHAL VILAS EXTN. branch at the Designated Place. Any tenderer, if he so desires, may be present during the tender opening personally or through his authorised representative and / or any other manner stipulated in the e-auction mode and its related terms and conditions enclosed with the bid form.

26. The amount quoted in each tender will be read for information of all those present at the tender opening. The amount shall also be entered in the tender opening register, against the tenderer's name.

27. After all the tenders are opened, read out and entered in the tender opening register, tenderers / their representatives present at that time, shall affix their signatures thereon as a token of confirmation of the prices read out.

28. Subsequently, the intending bidders who have submitted their bid above the reserve price will be given an opportunity at the sole discretion of the Authorized Officer to have an interse bidding among themselves immediately on opening of the tenders on the same date and venue. At that juncture, the floor price for inter-se bidding would be the highest price quoted at the time of opening of the tender/bid.

The sale shall be conferred on the person making highest offer / tender / bid subject to confirmation by Secured Creditor. The Authorised Officer reserves right to accept or reject the bid / tender without assigning any reason therefor.

The tenders would be processed immediately at the office of the Seller and the successful bidder will be finalized. It shall be subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of 25 % of sale price is paid/deposited immediately by way of by DD / BPO / RTGS / NEFT / Account Transfer and / or any other acceptable mode of money transfer, failing which the EMD amount remitted will stand to be forfeited.

Acceptance of Tender:

29. The Seller is not bound to accept the highest bidder automatically, The Seller reserves the right to accept or reject any or all the tenders without assigning any reasons there for. The Seller reserves the right at his discretion to defer/cancel the tender process at any time or to call for fresh set of tenders or to withdraw, any or all the items listed in the schedule of property from sale.

Signature of the Tenderer

30. As soon as tender cum auction process is finalised, the successful tenderer/bidder will be informed immediately on the same date. A letter of acceptance of the tender / bid will be given to the successful tenderer / bidder to enable him to deposit 25% of the sale price immediately, as stated supra.

Once the e-auction is completed and sale is conferred on the person making the highest offer / tender / bid, the successful bidder will be intimated by email, who has to remit 25% of the bid amount (less the EMD) immediately by DD / BPO / RTGS / NEFT / Account Transfer and / or any other acceptable mode of money transfer, failing which the EMD amount remitted will stand to be forfeited.

31. Sale is subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of 25 % of sale price is paid/deposited immediately as stated supra.

32. The EMD deposited by the successful tenderer / bidder shall be held as Security Deposit for due performance of the contract. Successful tenderer shall deposit the balance amount within 15 days of confirmation of the sale by the Secured Creditor or within the extended period as agreed between the parties in writing. Payment of balance amount of 75% will also have to be made in the form indicated above in Clause No.30.

If the balance amount is not remitted within stipulated /agreed time, the amount of 25% remitted will also stand to be forfeited.

33. No time extension for making the payment after the stipulated period will be granted nor shall the successful tenderer / bidder be allowed to make part payments. However the Seller may, in his discretion, entertain and consider request for extension of time for making payment provided the request has been made in writing and duly signed by the successful Tenderer / bidder Representative himself.

34. Failure to deposit the balance amount within such stipulated time or within such extended time shall be construed as breach and the EMD and initial deposit paid by the successful tenderer / bidder shall be forfeited.

35. If the successful tenderer do not deposit 25% of the purchase price immediately on conveyance of acceptance letter, it is open to the Seller to confer the sale on the second successful tenderer / bidder.

36. If the Seller decides to accept the tender of the second successful tenderer/ bidder, either upon failure of the successful tenderer / bidder or otherwise, the same shall be intimated to the second successful tenderer / bidder. The terms and conditions regarding deposit of balance amount, forfeiture as stated in Clause 25 to 29 shall apply mutatis mutandis to the second successful tenderer / bidder also.

37. Upon breach by the successful tenderer / bidder or, in case of acceptance of tender / bid of the second successful tenderer / bidder, upon his breach, the Seller may decide to sell the property by calling for fresh tenders or through private sale or otherwise.

Signature of the Tenderer

38. If the e-auction fails owing to any technical snag etc., the same may be re-scheduled by issuing 7 days prior notice.

1. The EMD given by the tenderers other than the Successful Tenderer / bidder and / or the second successful tenderer / bidder, shall be returned to them by post / courier within a reasonable time.

Transfer of property:

40. On confirmation of sale by the Secured Creditor and upon payment of the full amount of Purchase Price, the Authorised Officer will execute the Sale Certificate in favour of the Purchaser. The registration charges, payment of stamp duty etc shall be borne by the purchaser.

41. It will be the responsibility of the Purchaser to take all steps immediately, which are necessary for registration of the sale certificate.

42. The cost towards registration fee, expenses incurred towards stamp duty etc and any other expenses will be borne by the Purchaser. The Seller will not bear any expenses whatsoever.

43. It will be the responsibility of the Purchaser to pay all taxes / electricity / water/ sewerage charges or any other charges demanded by any authority after the acceptance of the tender, even if it pertains to previous periods.

44. The Purchaser shall, at his cost, get the Electricity / Water / Sewerage connections etc. and any other common services, transferred in his name.

45. It will be responsibility of the Purchaser to deal with claims / disputes or litigation if any relating to the property, its use or otherwise after acceptance of the tender and shall meet such claims charges, penalty, damages etc. at his own cost. The Seller will not accept any claim or responsibility on this account and shall not be held accountable for this and shall not be asked to pay / reimburse any amount in this regard.

46. In token of having read, understood and accepted the terms and conditions, the tenderer, or his representative, as the case may be, shall affix his full signature at the end of each page of the tender document. Wherever applicable, the office stamp shall also be affixed along with the signature.

STATION: **BANGALORE**

DATE: **12.06.2017**

Signature of the Tenderer

TENDER FORM

To
Authorised
Officer Chief
Manager,
Indian Bank,
RAJ MAHAL VILAS branch
Sir.

Sub:A/c suresh nahime gowda and others.. - Submission of Tender for purchase of Property / item No.....

Ref: Your advertisement dated 13.06.2017. in ' INDIAN EXPRESS AND SAMYUKTA KARNATAKA.

I / We submit my / our tender for purchase of Property /Item No.....offered by you on outright sale basis , which is on 'As is where is and As is what is' basis. I / we furnish the necessary details as below:

1.	Name of Tenderer	
2.	Constitution*	
3.	Address and telephone number for communication e-mail address:	
4	Name, Address and telephone number of contact person, if any. for communication e-mail address:	
5	Description of the Property/item for which tender is submitted	
6	Tender amount In figures – R. In words – Rupees	
	EMD Details of EMD payment	Rs(figures) (Words) DD/ BPO / RTGS / NEFT/Account Transfer and / or any other acceptable mode of money transfer without time lag – preferably by RTGS / NEFT” Date Issued by: On

Signature of the Tenderer

		Favouring:
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Mention Individual / HUF / Proprietary Concern / Partnership firm / Private Limited Company / Public Limited Company

I/ we have read and understood the terms and conditions of sale and verified the other particulars regarding the property being offered for sale through this tender. I / We have further understood that the sale is being made on 'As is where is and As is what is' basis and also without any representations and warranties from the Bank on encumbrances, statutory liabilities etc.

I / we have signed the tender document as required therein. I / we agree to abide by the terms and conditions for sale. I / we have enclosed all documents as required to be submitted along with this tender. I / we, am / are fully aware and agree that the Seller shall have the sole right either to accept or reject the tender without assigning any reason.

Yours faithfully,

Signature of the Tenderer

Witnesses:

1. Signature, Name & Address

2. Signature, Name & Address

NOTE: Please read the terms and conditions for sale of the property as mentioned in the tender document before filling up and submitting the tender. Furnish correct and complete information. Furnishing incorrect / false information relating to any fact and / or failure to enclose any required document, which may materially affect the selection of the tender, may cause the tender to be rejected. Whether any such fact /information is material or not, is subject to the facts and circumstances of the case and shall be decided by the Seller at his sole discretion which shall be final and binding.

ANNEXURE A

Detailed description of the mortgaged Asset	Reserve Price	EMD	Date, time and Place of Sale
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Signature of the Tenderer

<p>All that piece and parcel of immovable property Site No. 2, Assessment No.7, BBMP Khatha No DAW/KTR/ARO/64/2008-2009 situated at Shettyhalli, Yeshwanthpur Hobli, Bangalore North Taluk, Bangalore.</p> <p>Measuring East to West 30 feet : North to south 40-0 feet , Totally 1200 sq ft</p> <p>Bounded on the East by : Remaining portion of same property, West by : Site No 3A, North by : Assessment No.6 and South by : Road</p>	Rs. 50.00 lakhs	Rs.5.00 lakhs	<p>28.06.2017</p> <p>11.00 AM to 12.00 Noon with unlimited extension of 5 minutes each.</p> <p>e-auction</p>
<p>**Last date and time for submission of bid through e-auction mode</p>	<p>27.06.2017 upto 5.30 pm</p>		
<p>e-auction timings</p>	<p>28.06.2017 11.00 am to 12.00 Noon with unlimited extension of 5 minutes each</p>		
<p>Bid Multiples</p>	<p>Rs.10,000.00 Per bid</p>		

Bidders are advised to visit the website [https:// indianbank.auctiontiger.net](https://indianbank.auctiontiger.net) of our e- auction service provider M/s. **ABC Procure for auction bid form and detailed terms and conditions which are annexed to the bid form. The helpline No.to get assistance during the entire process is 079-40230827

e-mail karnataka@auctiontiger.net / support@auctiontiger.net contact person Mr. Madhusudhan-Mobile No 9686999578

Place: Bangalore
Date:12.06.2017

The Authorised Officer
(Chief Manager of Indian Bank)

Signature of the Tenderer