



**SALE OF IMMOVABLE PROPERTIES UNDER SECURITISATION AND
RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY
INTEREST ACT 2002 (SARFAESI ACT)**

**TENDER CUM BID DOCUMENT
ALONGWITH
GENERAL TERMS AND CONDITIONS**

BORROWER – NATRAJ MARBLES / MANGLAM MARBLES

Contact details:

Mr. Rajendra Sharma
Authorised Officer,
ICICI Bank Limited
ICICI Bank Tower,
NBCC Place, Pragati Vihar,
Bhisham Pitamha Marg,
New Delhi – 110 003

Phone No. 011-4221 8349
Mobile No. +91-98990-28400
Email Id: rajendra.sharma@icicibank.com

E-AUCTION BID FORM

I/We confirm having gone through the tender terms and conditions and agree to take part in the auction for sale of immovable property located at on 'AS IS WHERE IS BASIS' & WHAT IS THERE BASIS' and 'WITHOUT ANY RECOURSE BASIS'.

Having inspected the property and satisfying the condition and type of the same, I/we also understand that I/we am/are legally bound to purchase the property at the price at which I/we place the bid.

1	Name(s) of Bidder (in Capital)	
2	Father's/Husband's Name	
3	Postal Address of Bidder(s) (If the Bidder is a company, address of its Regd. Office.)	
4	Phone/Cell Number and E-mail ID	
5	Date and time of submission of bid	
6	PAN Number	
7	Property Item no. and description in respect of which the bid is submitted	
8	Whether EMD remitted: Yes / No	
9	EMD remittance details* DD/PO Number: Date of DD/PO: Amount of DD/PO: DD/PO issued by which Bank:	
10	Bid Amount quoted (In Rupees & Words)	

I/We have read and understood the detailed tender terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect, I/We shall not hold the Authorised Officer or the Bank responsible for the same and shall not have any claim whatsoever against either of them.

Signature of the bidder/Authorised official of bidder

DECLARATION

Date:

The Authorised Officer,
ICICI Bank Ltd
NBCC Place, New Delhi.

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our bid and that the particulars remittance given by me/us in the bid form is true and correct.
3. I/We further declare that the information revealed by me/us in the bid 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 bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Bank and the Bank will be at liberty to annul the offer made to me/us at any point of time.
4. I/We also agree that after my/our offer given in my/our bid for purchase of the assets is accepted by the Bank and I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited.
5. The decision taken by the Authorised Officer of the Bank in all respects shall be binding on me/us.
6. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of terms being offered for sale.

Signature:
Name:.....
Address:.....
e-mail id.....
Mobile.....

SCHEDULE OF PROGRAMME

Inspection of property	November 02, 2018 (Between 01:00 P.M. To 3:00 P.M.)
Submission of Sealed Offer/ Tender with EMD	Till November 12, 2018 by 4:00 P.M. at ICICI Bank Limited, ICICI Bank Tower, NBCC Place, Bhishma Pitamah Marg, Pragati Vihar, New Delhi – 110 003.
Opening of Sealed Offers/Tenders	Any time after 4:00 P.M. on November 12, 2018 but before 11:00 A.M. on November 13, 2018 at the sole discretion of the Authorized Officer
Auction Time	November 13, 2018 (between 11:00 AM to 12:00 Noon) with auto extension of 5 minutes till sale is completed
Reserve Price	As mentioned in the auction notice
Earnest Money Deposit (EMD) (Refundable) for auction by DD/PO	As mentioned in the auction notice To be paid through DD/PO drawn on a Scheduled/ Nationalized Bank in favour of "ICICI Bank Limited" payable at New Delhi.
Cost of Tender Cum Auction Form	Nil
Return of EMD of un-successful bidders	Within seven working days from the date of auction without any interest.
Last date for payment of 25% of accepted Bid value by confirmed successful bidder (inclusive of EMD)	The payment should be made within 2 working days from the date of confirmation of successful bidder by the Bank.
Last date for payment of balance 75% of Bid value	Within 15 days from the date of confirmation of successful bidder by the Bank or any other extended period, as may be mutually agreed between ICICI Bank and the successful bidder.

For further details contact

ICICI Bank Limited

Branch/ Office Address : ICICI Bank Limited, Regional Office, NBCC Place, Bhishma Pitamah Marg, Pragati Vihar, New Delhi – 110 003

Contact Persons : Mr. Rajendra Sharma / Mr. Karan Kakkar

Mobile No. : +91-98990-28400; + 91-70427-92970

Email ID : rajendra.sharma@icicibank.com, karan.kakkar@icicibank.com

General Terms and Conditions of Online Auction Sale

1. 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 sale is governed by the Provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 and the following specific terms and conditions.

2. Caution to bidders:

- a) Property is sold on "as is and where is basis"; "what is there is basis" and "without any recourse basis"
- b) Bidders are advised / cautioned to verify the concerned SRO as well as the Revenue Records/ other Statutory authorities such as Sales Tax/Excise/Income Tax etc.,and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.
- c) 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 notice in the dailies before submitting the bid and participating in the online bidding/auction.
- d) Statutory dues/liabilities etc., due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s).

3. Inspection of Property:

- a) Property can be inspected on the date(s) given in the public sale notice / tender document with prior intimation to the Bank.
- b) Bidders shall inspect the property and satisfy themselves regarding the physical nature, condition, extent, etc of the property.
- c) Bidders are bound by the principle of caveat emptor (Buyer Beware).
- d) Complaints, if any, in the matter of inspection shall immediately be brought to the notice of the Authorized Officer.
- e) Any clarification required may be sought from the bidders by the Bank at the time of inspection and no dispute regarding the Secured Asset will be entertained thereafter.

4. Inspection of Title Deeds:

- a) Bidders may inspect and verify the title deeds and other documents relating to the property available with the Bank with prior intimation to the Bank.

5. Submission of bid form:

- a) Bid form in the prescribed format given in the tender document shall be submitted "online" through the portal of <http://easybidsolutions.com>. Bid form submitted otherwise shall not be eligible for consideration and rejected.
- b) Bid form in the prescribed format given in the tender document, complete in all respects should be submitted in a SEALED ENVELOPE and super scribed with "Offer

from Mr./ Ms./ M/s. _____ for purchase of the Immovable Property located at _____" and the said sealed envelope should be submitted to Mr. Rajendra Sharma, ICICI Bank Limited, NBCC Place, Bhishma Pitamah Marg, Pragati Vihar, New Delhi – 110 003 on any working day on or before the date as stipulated above.

- c) Bids shall be submitted online before the last date and time given in the sale notice/tender document.
- d) Bids form shall be duly filled in with all the relevant details.
- e) Bidders staying abroad/NRIs/PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.
- f) Incomplete/unsigned bids without EMD remittance details will be summarily rejected.
- g) Where the offer amount is below the Reserve Price, then such tender/offer shall be treated as invalid. However, ICICI Bank Limited at its sole discretion, reserves its right to treat all such or any such tender / tenders as valid / invalid.
- h) Only valid identity proof and address proof as mentioned in the tender document should be submitted along with the bid form.
- i) Original Identity Document copy of which is submitted along with the bid form must be produced on demand.

6. Earnest Money Deposit (EMD):

- a) The bid shall be accompanied by the EMD as specified in the public sale notice/tender document.
- b) EMD and other deposits shall be remitted/paid as specified in the sale notice/Tender document.
- c) Bidders not to disclose remittance details of EMD to any one and to safeguard its secrecy.
- d) Bidders shall preserve the remittance challan (if applicable) and shall produce the same as and when demanded.
- e) Bid form without EMD shall be summarily rejected.
- f) All details regarding remittance of EMD shall be entered in the bid form.
- g) EMD, either in part or in full, is liable for forfeiture in case of default.

7. Bid Multiplier:

- a) The bid-increment/multiplier shall be Rs. 1.00 Lakhs (Rupees One Lakhs Only). The bidders shall increase their bids in multiples of the amount specified in the public sale notice.

8. Duration of Auction sale:

- a) Online auction sale will start automatically on and at the time given in the public sale notice/Tender Document.
- b) Auction/Bidding time will initially be for a period of one hour and if the bidding continues, the bidding process will get automatically extended five minutes duration of each and 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 minute. 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.

9. Online Bidding:

- a) Auction/ bidding will be only online bidding through the portal provided by the service provider.
- b) Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- c) No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the EMD in full will be forfeited.
- d) Bidders may, subject to conditions of online service provider, may avail pre-auction training and/or for demo/mock auction-sale.

10. Declaration of successful bidder:

- a) Highest bidder will be declared the successful bidder and sale will be confirmed in his favour. Intimation to this effect will be given through e-mail and/or letter by Bank within seven working days from the e-auction date.
- b) All intimations to bidders/auction purchaser will be primarily through e-mail by the Bank. Date of sending e-mail will be considered as date of intimation. If no intimation reaches, bidders are expected to take efforts to find out status from the Bank. Non-receipt of intimation should not be an excuse for default/non-payment.
- c) Bidders must clearly note that there is no provision whatsoever to participate in the auction by giving counter conditions at variance with the terms and conditions prescribed. Any communication received from the bidders containing such counter conditions at any time shall be ignored.
- d) In the event of failure on the part of the successful bidder to fulfill its contractual obligations, ICICI Bank Limited reserves the right to debar such bidder from participating in any future tender / auction to be conducted by ICICI Bank Limited.

11. Deposit of purchase price:

- a) The bidder to be declared as successful bidder, shall pay, within 2 days of such declaration 25% (less EMD already paid) of the auction value.
- b) The balance amount of auction value shall be paid on or before the 15th day from the date of intimation of successful bidder by Bank or within such period as may be extended, for the reason to be recorded, by the Authorised Officer.

12. Default of Payment:

- a) Default of payment of 25% of bid amount (less EMD) in 2 days from the date of intimation of successful bidder by Bank as mentioned in 11(a) above and 75% of balance bid amount within the stipulated time as mentioned in 11(b) above shall render automatic cancellation of sale without any notice.
- b) The EMD and any other monies paid by the successful bidder shall be forfeited by the Authorised Officer of the Bank.

13. Sale Certificate / Payment of Stamp Duty:

- a) On payment of the entire purchase price / bid amount and submission of Form 26 QB alongwith payment challan for deposit of TDS amount to Bank, Sale Certificate will be issued by the Authorised 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.
- e) The Sale Certificate will not be issued pending operation of any stay/injunction/restraint order passed by the DRT/DRAT/High Court or any other court/tribunal against the issue of Sale Certificate/confirmation of sale.
- f) The deposit made by the successful-bidder, pending issuance of Sale Certificate, will be kept in non-interest bearing deposit account.
- g) No request for return of deposit either in part or full/cancellation of sale will be entertained.

14. Return of EMD:

- a) EMD of unsuccessful bidders will be returned through EFT/NEFT/RTGS/DD transfer to the bank account details provided by them in the bid form and intimated via their e-mail id within 10 working days after date of e-auction.
- b) Unsuccessful bidders shall ensure return of their EMD and if not, immediately to contact the Authorised Officer of the Bank.

15. Stay/Cancellation of Sale:

- a) In case of stay of further proceedings by DRT/DRAT/High Court or any other Court/Tribunal, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost 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 forfeiture and cancellation of sale and Bank will be entitled to re-auction the same.

16. Delivery of Title Deeds:

- a) The title deeds and other documents related to the property deposited with the Bank for creation of Equitable Mortgage shall be delivered to the Successful bidder/Auction Purchaser, post issuance of sale certificate.

17. Delivery of possession:

- a) All expenses and incidental charges thereto shall be borne by the auction purchaser.
- b) After delivery of possession, Successful bidder/Auction Purchaser shall hold the property at its sole risk and cost as regards any loss or damage to the assets by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever and the Authorized Officer shall not be liable for any such loss or damages.

18. Jurisdiction:

- a) Any dispute / difference arising out of sale of the immovable secured assets offered for sale shall be subject to the exclusive jurisdiction of Courts / Tribunals at Delhi only.
- b) Words and expressions used herein above shall have the same meaning respectively assigned to them in the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules framed there under.

19. Other Conditions:

- a) The Authorised Officer will be at liberty to amend/ modify/ delete any of the conditions as may be deemed necessary in the light of facts and circumstances of each case.
- a) The Authorised Officer shall have the right to cancel / postpone the auction, whether before or after opening the tenders, without assigning any reasons and without prior intimation / notice to the Bidder(s) / Prospective purchaser(s).
- b) The Authorised Officer reserves the right to accept or reject all or any bid or bids without assigning any reason 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/conditional offer/conditions by the bidder and/or successful-bidder will be entertained.
- e) Prospective Bidder(s), Bidder(s) / Purchaser(s) are requested to deal only with the Authorized Officer of ICICI Bank Limited and should not deal with any other agents.

20. Disclaimer:

- a) ICICI Bank Limited does not take responsibility of the quality, documentation details of the assets being sold. The buyers agree to defend, indemnify and hold ICICI Bank Limited harmless from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall ICICI Bank Limited be liable for any loss for the transactions by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim.

- b) The particulars of Secured Asset specified herein above have been stated to the best of the information and knowledge of the Authorized Officer. ICICI Bank Limited does not provide any guarantee of the accuracy of the information / details provided or description of the Secured Asset put up for sale. The Authorized Officer of ICICI Bank Limited shall not be answerable or liable for any error, mis-statement or omission with regard to the same.
- c) The tenderers/bidders/offerers should satisfy themselves on the title, ownership, and statutory approvals etc. before participating in the auction. ICICI Bank Limited shall not be liable for any dues/charges including outstanding water/service charges, transfer fees, contribution to the building repair fund, electricity dues, dues / arrears of the Municipal Corporation / local authority / Society / Builder, land & development office dues, statutory dues, taxes and / or dues of any other nature, if any, in respect of the Secured Asset. ICICI Bank Limited does not undertake any responsibility to procure any permission / license etc. in respect of the Secured Asset offered for sale.
- d) ICICI Bank Limited shall not be responsible for any costs, charges or damages claimed by any bidder, in the event the sale of the Secured Asset is not completed for any reason whatsoever.
- e) ICICI Bank Limited may, in its sole discretion, decide to waive / amend/modify/delete any condition under the terms of auction.

Technical Terms and Conditions of Online Auction Sale

1. Prospective bidder shall have a valid e-mail id.
2. Prospective bidder has to register with the "online" service provider.
3. Only upon verification of the bid form and confirmation of receipt of EMD by the Authorised Officer of the Bank, 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.
4. 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.
5. Bidders are advised to change the password immediately on receipt from the service provider.
6. Time Extension: 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 time of auction sale will get automatically extended by another five minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended five minutes, the auction sale will be automatically closed at the expiry of the extended five minutes
7. Training: The online service provider will provide training "online" if required by the bidders at a mutually convenient date and time before the auction.
8. Bids: All bids placed are legally valid bids and are to be considered as bids from the bidder himself. 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.
9. 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 in case any stay order is received by the Bank.
10. 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.
11. The intimation to the bidder/ bidders concerned of having declared successful in the auction sale will primarily be sent to them through e-mail. The date of sending the e-mail will be considered as date of intimation.
12. If no intimation reaches for reasons beyond the control of the Bank, the bidders are required to take efforts to ascertain the status. Non-receipt of intimation shall not be a ground for nonpayment or delayed payment. Bidders must therefore keep a watch on their incoming e-mail and/or letter or can contact the Mr Rajendra Sharma, Authorised

Officer of ICICI Bank Limited at 91-98990-28400 or write at rajendra.sharma@icicibank.com. The Bank will not be liable for wrong e-mail id registered by the bidder or for return of the mail for mailbox being full.

13. Demo/mock auction: 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 Schedule Programme. 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. No training will be given during the actual e-Auction.
14. Note of caution for the Bidders: Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, 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 for submitting their bids.

List of Valid KYC Documents

KYC Documents to be produced by Company

- Certificate of Incorporation
- Board Resolution (BR)
- Memorandum of Association (MOA) & Articles of Association (AOA)
- Certificate of Commencement of Business (COB) (only for Public Ltd Company)
- Latest list of directors / Authorized Signatory
- Communication address proof in the name of company
- Registered address proof of the company
- Identity proof of authorized signatories along with 2 PP/Stamp size photograph
- PAN Card of the company or Form 49 A along with Form 60 Only (for New Companies which are less than 90 days)

KYC Documents to be produced by Partnership Firm

- Partnership deed
- Partnership Registration Certificate (if partnership firm is registered with Registrar of Firms)
- PAN Card in the name of firm or Form 49 A along with Form 60 (if applied for PAN)
- Address proof in name of the firm from (if address is different or not given on the Entity proof):
 - ✓ Latest three months Bank Account Statement
 - ✓ Latest copy of Electricity Bill
 - ✓ Latest copy of Telephone Bill
 - ✓ Property Tax bill along with Tax payment receipts
 - ✓ Water Tax bill along with Tax payment receipts
- Identity and Address proof of all partners along with 2 Passport size /Stamp size photograph

KYC Documents to be produced by Individual / Proprietor / Partners / Directors / Authorized Signatories

- Eligible documents for identity proof PAN Card, Passport, Voter Id Card, Driving Licence, Aadhaar Card, Senior Citizen card issued by Central/State Government.
- Eligible documents for address proof Passport, Voter Id Card, Driving Licence, Aadhaar Card, Senior Citizen card issued by Central/State Government, Passbook/bank statement of scheduled commercial bank, utility bills (Electricity, Water, Telephone, Gas connection, etc)