#### IFCI VENURE CAPITAL FUNDS LIMITED Regd. Office: IFCI Tower, 61, Nehru Place, New Delhi – 110 019, Telephone No. 8826357014, 9811506343, 9871607943

#### **TENDER DOCUMENT**

FOR E-AUCTION OF PROPERTIES OF M/S ANIL LTD. (IN LIQUIDATION)

- A. <u>LOT/PROPERTY-I</u>- SURVEY NO.s 110/A, 110/B, 111, 112 AND 113 ADMEASURING 1,31,191 SQ. MTR. ; AND
- B. LOT/PROPERTY-II SURVEY NO. 116/P ADMEASURING 69,809 SQ. MTR

SITUATED AT VILLAGE PALDI, TEHSIL SAVLI AND DISTRICT VADODARA, IN THE STATE OF GUJARAT IN THE NAME OF M/S ANIL LTD (MORTGAGOR) FOR REPAYMENT OF OUTSTANDING DUES OF M/S ANIL LTD. UNDER SRFA&ESI ACT, 2002.

**Issued by:** 

The Authorized Officer IFCI Venture Capital Funds Limited

**September 01, 2023** 

<u>Note- Parties shall specify the LOT No. for which bid is being submitted. In case,</u> parties intended to bid for both Lot NO.1 and Lot No. 2 then separate bid and tender document shall be submitted for each lot along with other requisite documents as per terms of tender.

### IFCI VENURE CAPITAL FUNDS LIMITED (A Subsidiary of IFCI Ltd., Govt. of India Undertaking) Regd. Office: IFCI Tower, 61, Nehru Place, New Delhi – 110019, Tel. No. 9811506343, 9871607943, 8826357014 Website" www.ifciventure.com

TENDER DOCUMENT FOR E-AUCTION OF PROPERTIES (LOT NO. 1 AND LOT NO. 2) OF M/S ANIL LTD. (IN LIQUIDATION) SITUATED AT SURVEY NO.s 110/A, 110/B, 111, 112 and 113 in LOT-I and LOT-II IN SURVEY NO. 116/P, VILLAGE PALDI, TEHSIL SAVLI AND DISTRICT VADODARA, IN THE STATE OF GUJARAT IN THE NAME OF M/S ANIL LTD (MORTGAGOR). UNDER "THE SECURTISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002" (SRFA&ESI Act).

Ref. No.

Date:

M/s.\_\_\_\_\_

### I. INTRODUCTION

1.1 Pursuant to the possession taken by the Authorized Officer under SRFA & ESI Act, 2002 for recovery of **Rs. 28,12,22,070/- (Rupees Twenty Eight Crore Twelve Lakh Twenty Two Thousand and Seventy only as on 30th April, 2017** towards dues of IFCI Venture Capital Funds Limited calculated together with further interest thereon at the contractual rates along with cost and charges and other monies payable by **M/s. Anil Ltd.**, it has been decided to sell the secured asset mentioned hereunder through E-Auction for realization the dues stated above. The interested bidders shall deposit their Earnest Money (EMD) being 10% of the Reserve Price either by way of **Demand Draft** drawn in favor of "*IFCI VENTURE CAPITAL FUNDS LTD.*" payable at New Delhi or through NEFT/RTGS by 18.09.2023 upto 04.30 p.m. to the following Account-

Bank Name- IDBI Bank, Account No.- 0901102000038377, Beneficiary Name- IFCI Venture Capital funds Limited, IFSC- IBKL0000901, Branch Address- Kalkaji, New Delhi-110019

addressed to the "The Authorized Officer of IFCI Venture Capital Funds Ltd., New Delhi along with his Passport size photograph, and(c) a copy of Photo Identity Card. As per the schedule, the last date and time for deposit of the EMD is **18.09.2023** upto 04:30 PM and Bid shall be addressed to the "**The Authorized Officer, IFCI Venture capital Funds Ltd., New Delhi.** 

The Contact details of the Authorised Officer (Mrs. Milly Nandi, AGM) (M) 9811506343, 8826357014, 9871607943, 011-41732593, 011-41732523 & email "legal@ifciventure.com and milly.nandi@ifciventure.com".

1.2 On receipt of EMD the prospective bidders shall receive user-ID/password on their valid email ID (mandatory for e-auction) from **Auction Tiger**. The Prospective bidders may avail online training on e-auction from **Auction Tiger**. The helpdesk

## email- https://ifciventure.auctiontiger.net.**The Details of secured assets, date** and time for E-Auction, Reserve Price and EMD are as follows:

**Lot/Property No-I:** Situated at Village Paldi, Tehsil Savli and District Vadodara, in the state of Gujarat in the name of M/s Anil Ltd (Mortgagor). Details are as under:-

Survey No.	Area in SQ. Mtr	Reserve Price (In Rupees)	EMD (In Rupees)	Auction Date & Time
110/A,				20/09/2023
110/B, 111,				11:00 AM To
112, 113	1,31,191	10,62,64,710/-	1,06,26,471/-	12:00 PM

**Lot/Property No.-II:** Situated at Village Paldi, Tehsil Savli and District Vadodara, in the state of Gujarat in the name of M/s Anil Ltd (Mortgagor)

Survey No.	Area in SQ. Mtr.	Reserve Price (In Rupees)	EMD (In Rupees)	Auction Date & Time
116/P				20/09/2023
			56,54,529/-	13:00 PM To 14:00
	69,809	5,65,45,290/-		PM

### <u>No known encumbrance w.r.t above mentioned property in LOT-I and LOT-II to</u> <u>the knowledge of IFCI Venture Capital Funds Ltd (Secured Creditor)</u>

Note- Parties shall specify the LOT No. for which bid is being submitted. In case, parties intended to bid for both LOT No.-I and LOT No.-II then separate bid and tender document shall be submitted for each lot along with other requisite documents as per terms of tender.

# II. TERMS AND CONDITIONS OF THE AUCTION

- 2.1 The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the conditions mentioned in this Tender Document.
- 2.2 Authorized Officer, having the right/power to sell the assets under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SRFA&ESI Act), shall be referred to as the "**Seller**" and the successful bidder, (i.e. the bidder in whose favour the sale may be awarded) shall be hereinafter referred to as the "**Purchaser**".
- 2.3 Any Addendum/Corrigendum, if any, to E-Auction notice dated 01.09.2023 issued by IFCI Venture for Extension of last date for submission of Earnest Money Deposit (EMD), documents and date of E-Auction, etc. will be published/informed on IFCI Venture website only i.e. <u>www.ifciventure.com</u> under Sale of Assets section.
- 2.4 Tender Document may be procured from The Authorized Officer, IFCI Venture Capital Funds Ltd. at 16<sup>th</sup> Floor, IFCI Tower, 61, Nehru Place, New Delhi - 110019 on submission of DD/pay order of Rs. 1,000/- in favour of IFCI Venture Capital Funds Ltd. payable at New Delhi. The Tender Document may also be downloaded from the website of IFCI Venture Capital Funds Ltd. i.e. <u>www.ifciventure.com</u>. A demand draft

of Rs. 1,000/- to be enclosed in case the tender documents are downloaded from the IFCI Venture's website.

- 2.3 The Authorized Officer (AO) reserves the right to accept any or reject any/all bids, or to postpone / cancel the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final. No offer/bids below reserve price shall be entertained.
- 2.4 All the assets offered for sale are on **"AS IS WHERE IS BASIS AND AS IS WHAT IS AND WHATEVER THERE IS BASIS".** The description indicated is purely as per the Mortgage Deed executed by M/s. Anil Ltd.(Borrower/Mortgagor), with IFCI Venture Capital Funds Ltd.
- 2.5 The prospective bidder shall carry out its own due diligence of the assets offered for sale through e-auction at his/her/their own expenses and Authorized Officer/(AO) shall not entertain any claim/ complaint from the buyer for any deficiency in size, quality, etc. for recovery of whole or any part of the bid / purchase money, loss of profit/ interest, damages etc.
- 2.6 If the above assets have any outstanding liabilities/statutory dues, the same are to be met by the purchaser and which will be over and above the purchase consideration. The prospective purchaser may carry out due diligence in respect of likely liabilities pertaining to the assets before submitting the bid. It may be noted that the purchaser will be responsible for meeting these liabilities, if arise, and Secured Creditors/IFCI Venture Capital Funds Ltd./Authorized Officer will not be liable to meet any such liabilities whatsoever.
- 2.7 EMD Form not accompanied by Demand Draft of Rs. 1000/- in case the bid document is downloaded from the IFCI website may be liable to be rejected/ignored as sole discretion of Authorized officer (AO).
- 2.8 The e-Auction will be conducted online through https://ifciventure.auctiontiger.net. The e-Auction will be conducted with the help of service provider **Auction Tiger** on the date and time as mentioned above with extension of 5 minutes each for bid increment and the **minimum bid increment amount of Rs. 5,00,000/-**(**Rupees Five Lakh only**).
- 2.9 The intending bidders should make their own independent inquiries and satisfy themselves w.r.t encumbrances, title of the property put on auction and claims/rights dues etc. affecting the property prior to submitting their bid. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or representation on behalf of IFCI Venture Capital Funds Ltd. The Property is being sold through e-auction with all the existing and future encumbrances whether known or unknown to IFCI Venture Capital Funds Ltd.
- 2.10 The Successful bidder shall bear the applicable stamp duties/additional stamp duty/transfer charges, fee etc. and also all the statutory/non-statutory dues, taxes, rates, assessment charges, fee etc. owning to anybody.
- 2.11 The Authorized officer is not bound to accept the highest offer and the Authorized officer has the absolute right to accept or reject any or all offer(s) or adjourn/postpone or cancel the e-Auction without assigning any reason.

- 2.12 The parties interested may inspect the property with prior intimation/permission of the Authorized officer.
- 2.13 The particulars specified in the tender document have been stated to the best of the information of IFCI Venture Capital Funds Ltd./Authorized Officer and IFCI Venture Capital Funds Ltd./Authorized Officer shall not be answerable for any error, misstatement or omission in this notice. The prospective bidders may satisfy themselves about the condition of the assets, value & measurements etc.
- 2.14 The decision of Authorized Officer/ IFCI Venture Capital Funds Limited (Secured) regarding sale of the above property shall be final and binding.
- 2.15 The interested bidder are informed that IFCI Venture shall not be liable in any manner and will not pay interest, cost, damages, compensation, etc. on any amount deposited by the bidder if any court/tribunal/forum stays the auction proceedings or due to any delay in handing over of possession which may be caused sue to stay or any other restrain order of any court/tribunal/forum.

# III. ELIGIBILITY

## **3.1** The bidder should:

- a) Be any person, registered trust, registered firm, registered cooperative society, private limited company, public limited company, partnership firm registered in India; and
- b) Be legally competent to enter into contract as per prevailing laws.
- c) Be financially sound.
- d) Enclose Income tax Return/assessment orders for the last three years along with the EMD Form.
- e) Board Resolution of the Company/Firm authorizing the person/partner for deposit the EMD for the property and copy of the identity proof of the said person/partner.
- **3.2** Authorized Officer may also consider a EMD Form submitted by a consortium of persons/companies. It is, however, made clear that there should be no change in the consortium structure during the finalization of the tender right up to the stage of depositing the bid amount in full with IFCI Venture Capital Funds Ltd. If there are any changes in the consortium structure, Authorized Officer/(AO) reserves the right to accept/cancel the sale. However, the financial arrangement between the parties should be specified while depositing the EMD.
- **3.3** No bid by a Consortium/Partnership/ Company shall be entertained if in the opinion of the Authorized Officer/ (AO) such formation of a Consortium/ Partnership/ Company has led in reduction in competition.

- **3.5** Thereafter, on deposit of EMD, the bidders shall submit- **1.** Proof of deposit of EMD (When remitted through NEFT/RTGS) or Demand Draft in original (\* Where payment by way of draft is stipulated for) **2.** ID Proof, that is- Scanned copies of Aadhar Card, PAN card etc. **3.** Proof of residential address **4.** (a)Bidder's Name (b) Mobile No./Contact No.(c) Address (d) E-Mail Address(e)Bidder's A/C details for online refund of EMD, if any. **5.** The bidders other than individuals shall also submit proper mandate for bidding. Bidder is to submit these documents through e-mail to the Authorized Officer/Nodal Officer at e- mail address legal@ifciventure.com & milly.nandi@ifciventure.com and also to submit self-attested hard copies of these documents (Demand Draft in original) to the Authorized Officer, at the address mentioned hereinabove in the envelope super scribing as 'Bid in the A/C 'M/s. Anil Ltd.' Only those bidders having proof of payment of EMD through NEFT/RTGS/\*Demand Draft (\* Where payment by way of draft is stipulated for) shall be eligible to participate in the E-auction.
- **3.6** In the event of IFCI Venture's office remaining closed on the day of e-auction for any unforeseen reason, the e-auction shall be conducted on next working day of IFCI Venture Capital Funds Ltd. The same shall be duly intimated by IFCI Venture's at its website viz. <u>www.ifciventure.com</u>

## IV. INSPECTION:

- 4.1 The parties interested may inspect the property with prior intimation/permission of the Authorized officer. This publication is also statutory notice to the Borrower/Mortgagor/Guarantors.
- 4.2 The bidder (s) should thoroughly satisfy themselves about the nature, conditions and quality of the assets. IFCI Venture Capital Funds Ltd. gives no guarantee or warranty as to the conditions of the assets/material or/its quality of fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality/conditions/fitness for use will be entertained by IFCI Venture Capital Funds Ltd/Authorized Officers/Secured Creditors.

## V. EARNEST MONEY DEPOSIT:

5.1 EMD has to be paid either by way of Demand Draft drawn in favor of "IFCI VENTURE CAPITAL FUNDS LTD." payable at New Delhi or through NEFT/RTGS by 18.09.2023 upto 4.30 p.m. to the following Account-Bank Name- IDBI Bank, Account No.- 0901102000038377, Beneficiary Name- IFCI Venture Capital funds Limited, IFSC- IBKL0000901, Branch Address- Kalkaji, New Delhi-110019

No interest will be payable on the Earnest Money Deposit (EMD).

5.2 Earnest Money in any other form, for example, cheque (including cheque made "good for payment"), Bank Guarantee, Bid Bonds, Call Deposit etc. will not be acceptable to IFCI Venture Capital Funds Ltd..

5.3 In case the bid of the successful bidder is accepted as per the payment terms stipulated in the Terms and Conditions, the Earnest Money deposited by the successful bidder against accepted bid shall be adjusted towards payment of 25% of the amount of sale price to be paid as mentioned above on acceptance of the offer by the Authorized Officer, failing which the EMD shall be forfeited. The balance 75% of sale price is payable on or before the 15<sup>th</sup> day of issue of letter confirming the highest bid (Letter of Acceptance). If the 15<sup>th</sup> day falls on a Sunday or a holiday, the balance 75% may be deposited on the next working day. In case of failure to deposit the balance amount within the prescribed period mentioned above or such time extended by Secured Creditor/Authorized Officer at its sole discretion, the amount deposited shall be forfeited. The Authorized Officer/(AO) reserves the right to accept or reject any or all the bids or to adjourn, postpone or cancel the auction sale without assigning any reason thereof. No interest on refund bid shall be payable by the Authorized Officer/IFCI Venture/Secured Creditors.

## VI. MODE OF SUBMISSION OF BIDDER/BID:

- 6.1 EMD must be deposited along with the prescribed form and enclosures, signed by the bidder having accepted the terms of sale. The EMD must be submitted by the mentioned date and time i.e. 18.09.2023 upto 04:30pm in the *Tender Box-Anil Ltd situated at IFCI Tower, Ground floor, 61, Nehru Place, New Delhi-110019*.
- 6.2 EMD should be deposited with the Authorized Officer, IFCI Venture Capital Funds Ltd., along a demand draft of Rs.1000/- in case the tender documents has been downloaded from the IFCI Venture's web-site.

# VII <u>PAYMENT SCHEDULE:</u>

- 7.1 The EMD of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidder shall be refunded within 15 working days without any interest. The EMD shall bear no interest. The successful bidder shall be required to deposit 25% of the sale price (less EMD) by way of demand draft favoring IFCI Venture Capital Funds Ltd. payable at New Delhi or through NEFT RTGS (as per Bank account details mentioned at Clause 5.1 above) within 24 hours or within the extended time upto 1500 hrs. on next day or any other day as allowed by the Authorized Officer/Secured Creditor at its sole discretion.
- 7.2 The successful bidder shall deposit the balance 75% of the sale proceeds on or before the 15<sup>th</sup> day of the confirmation of sale or within such extended period as agreed upon in writing by AO/Secured Creditor at the sole discretion. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-auction and such bidder shall have no claim/right in respect of property/amount.

# VIII DEFAULT IN PAYMENT BY PURCHASER

8.1 In case payment is delayed by the purchaser/successful bidder, the Authorized Officer/Secured Creditor at its sole discretion may accept the payment beyond the stipulated period of 15 days from the date of "Letter of Acceptance".

- 8.2 However in case the balance purchase/sale consideration along with the due interest, if levied at sole discretion of Authorized Officer/Secured Creditor, is not paid within the stipulated period or such extended period as may be prescribed, the sale of the respective asset will be cancelled, and the Earnest Money Deposit of the successful bidder and other money deposited till date will stand forfeited.
- 8.3 It is to be clarified that the extension of time-period for making the payment as mentioned above is absolutely at the discretion of the Authorized Officer/Secured Creditor and the purchaser/successful bidder cannot claim it as a matter of right. It is the absolute discretion of the Authorized Officer/Secured Creditor, not to grant any extension to the purchaser/ successful bidder for making payment, beyond the prescribed period of 15 days, even if the purchaser is ready to pay the balance sale consideration along with the interest, if any, for the delayed period.

## IX STAMP DUTY, REGISTRATION CHARGES, SALES TAX, EXCISE DUTIES, LEVIES ETC.:

All taxes/stamp duties and registration charges, etc. as applicable and related to the offered property shall be paid by the purchaser.

## X <u>DELIVERY PERIOD/ POSSESSION:</u>

After receipt of full and final payment of sale consideration of the assets, IFCI Venture will issue "Certificate of Sale" as provided under the Rules to SRFA&ESI Act, 2002, in favour of the purchaser and the purchaser/ successful bidder will take all necessary steps to take over the possession of the assets immediately.

## XI TERMINATION / BREACH OF CONTRACT

In the event of non-fulfillment of the terms and conditions of the bid and matters related thereto, by the bidder, the Authorized Officer/Secured Creditor shall cancel the contract with immediate effect, in which case, the EMD along with any amount paid shall stand forfeited.

## XII FORCE MAJEURE:

Authorized Officer shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, pestilence, dissilience, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of IFCI Venture Capital Funds Ltd. to extend the time of performance on the part of IFCI Venture Capital Funds Ltd. by such period as may be necessary to enable IFCI Venture Capital Funds Ltd. to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

### XIII <u>GENERAL INFORMATION:</u>

- 13.1 It should be noted by the tenderer/Bidder (s) that by entering this contract, Authorized Officer/IFCI Venture is not precluded from entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.
- 13.2 Authorized Officer/IFCI Venture shall have the right to issue addendum/corrigendum to tender document to clarify, amend, modify, supplement, or delete any of the terms, conditions, clauses or items stated therein through notification on IFCI Venture's official website i.e. www.ifciventure.com. Each addendum/Corrigendum so issued shall form a part of original invitation to tender.
- 13.3 In case offer is not accepted, the bidder shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the bidder through or in connection with the submission of the offer even though IFCI Venture Capital Funds Ltd./(AO) may elect to withdraw/cancel the invitation for bids for Lot-I and Lot-Ii or either Lot at sole discretion. Should all invitation for bid(s) be withdrawn or cancelled by IFCI Venture Capital Funds Ltd./(AO) for which IFCI Venture Capital Funds Ltd./(AO) shall have the right to do so at any time, the Earnest Money paid by the bidders will be refunded to them in due course, without interest.
- 13.4 The bidder shall bear all the cost associated with the participation in e-auction. IFCI Venture Capital Funds Ltd./Authorized Officer will not, in any case, be responsible or liable for any such costs regardless of the conduct or outcome of the tender process.
- 13.6 The Authorized Officer reserves the right to reject any or all the bids without assigning any reason thereof.
- 13.7 The deposit of EMD means and implies that the bidder has unconditionally agreed to and accepted all the terms and conditions of the tender.
- 13.8 Intending bidder/bidder (s) may obtain any clarification from the Authorized Officer, required depositing EMD/participation in e-auction. Submission of EMD implies, the bidder (s) has/have obtained all the clarifications required and submitted bid with EMD on reserve price at free will/consent.
- 13.9 The decision of the IFCI Venture Capital Funds Ltd./Authorized officer in the matter, arising out of this sale, shall be final in regard to all matters relating to the sale.
- 13.10 All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in appropriate Court having jurisdiction in New Delhi.
- 13.11 Bidder should state whether he/she is a relative of any Director(s) of IFCI Venture Capital Funds Ltd. or IFCI ltd. or any group company of IFCI Ltd. or bidder is a firm in which Director(s) or his relative of IFCI Venture Capital Funds Ltd. is a partner or bidder is a company in which Director of IFCI Venture Capital Funds Ltd. or his relatives are member(s) or Director(s).
- 13.12 Bidder (s) must ensure the following while submitting the tender:

- A. That the EMD for the assets mentioned in Annexure-I should be deposited herein by the bidder alongwith duly filled in form and letter enclosed at annexure-II & II.
- B. Copy of the Aadhar Card and Pan Card of the person bidding and if it is a company/firm then copy of the pan card of company/firm.
- C. Copy of certificate of incorporation of the company/firm
- D. Board Resolution/Authority Letter of the company/firm authorizing the person/partner to submit bid alongwith the EMD/form bid for the asset and copy of the identity proof of the said person/partner (Aadhar Card).
- E. EMD form is duly signed and other KYC etc. documents shall be duly self-attested by the bidder before submitting the EMD/Bid.
- F. All alteration, erases, deletions and over writing, if any, in the schedule are duly authenticated by the bidder's signature.
- G. The Authorized Officer/Secured Creditor reserve the right to ask any other documents of the bidder apart from mentioned above

Authorised Officer IFCI Venture Capital Funds Ltd. Secured Creditor

## M/S. ANIL LTD. (MORTGAGOR) UNDER LIQUIDATION- DESCRIPTION OF IMMOVEABLE PROPERTY

**Lot/Property No.1:** Situated at Village Paldi, Tehsil Savli and District Vadodara, in the state of Gujarat in the name of M/s Anil Ltd (Mortgagor). Details are as under:-

Survey No.	Area in SQ. Mtr	Reserve Price (In Rupees)	EMD (In Rupees)	Auction Date & Time
110/A, 110/B,				20/09/2023
111, 112 &				11:00 AM To
113	1,31,191	10,62,64,710/-	1,06,26,471/-	12:00 PM

**Lot/Property No. 2:** Situated at Village Paldi, Tehsil Savli and District Vadodara, in the state of Gujarat in the name of M/s Anil Ltd (Mortgagor)

Survey No.	Area in SQ. Mtr.	Reserve Price (In Rupees)	EMD (In Rupees)	Auction Date & Time
116/P				20/09/2023
			56,54,529/-	13:00 PM To 14:00
	69,809	5,65,45,290/-		PM

The last date and time for submission of Bid along with EMD is 18.09.2023 upto 04:30pm.

### <u>No known encumbrance w.r.t above mentioned property in LOT-I and LOT-II to</u> <u>the knowledge of IFCI Venture Capital Funds Ltd (Secured Creditor)</u>

Note- Parties shall specify the LOT No. for which bid is being submitted. In case, parties intended to bid for both Lot NO.1 and Lot No. 2 then separate bid and tender document shall be submitted for each lot along with other requisite documents as per terms of tender.

### **ANNEXURE-II**

The Authorized Officer, IFCI Venture Capital Funds Ltd., IFCI Tower (16th Floor), 61, Nehru Place, New Delhi – 110019

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## FORM FOR DEPOSIT OF EMD

- 1. Name(s) of Bidder (in Capital) \*:
- 2. Father's/Husband's Name/ \*:

Proprietor/Partner/Director

- 3. Postal Address of the bidder\*:
- 4. Phone No/ Mob.No:

E-mail ID	:
PAN No	:

- 5. Date of submission of bid:
- 6. Property detail in brief (Lot No.):
- 7. EMD Remittance detail:

Demand Draft NO./UTR NO. of NEFT/RTGS	Date of DD/Payment Date	Amount	Name of the Bank/ Branch

8. Preferred mode for refund of EMD Amount:

(i) By Speed Post on the address given in Sl.No. 3:

(ii) By Regd Post on the address given in Sl.No.3:

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Or
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(iii) By hand after submitting the original ID Proof

of the photocopy sent with the Auction Form:

For the return of EMD, the bidder will write one of the above three Option given at 8 (i) to (iii)

I declare that I have read and understood all the general and technical terms and conditions of E-Auction and shall abide by them.

: 2 :

### **Certified that :-**

- (i) In case my/our bid is accepted and if I/we failed to pay the amount in the manner to be specified by IFCI Venture Capital Funds Ltd. in the "Letter of Acceptance", the amount of Earnest Money Deposit and any further installments paid by us under this offer shall stand absolutely forfeited by IFCI Venture Capital Funds Ltd.
- (ii) I/We agree to abide by the decision of Authorized Officer/IFCI Venture Capital Funds Ltd., New Delhi.
- (iii) I/We have read and understood terms and condition of the bid and hereby unequivocally and unconditionally accepted the same.
- (iv) I/We have done due diligence and inspected the site to the satisfaction for which bid is being submitted.
- 9. I/We hereby declare that the information stated hereinabove is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Authority to reject my/our tender/bid and/or to cancel the award of sale.

(Signature of the bidder)

Encls: (i) Passport size Photo

- (ii) Proof of Identification such as Aadhar Card
- (iii) Copy of PAN Card
- (iv) Copy of Board Resolution, if applicable

### <u>ANNEXURE – III</u>

### **Letter of Application & Intent**

(Letter head of the applicant including full Postal Address, Telephone No., Fax No./ Telex, E-mail / Cable Address)

Date:

To, Authorized Officer, IFCI Venture Capital Funds Ltd. IFCI Tower (16<sup>th</sup> Floor), 61, Nehru Place, **New Delhi – 110019.** 

Sir,

Re: Bid for purchase of Land of M/s.	Anil Ltd.	in Lot No	<u></u>
admeasuring	in	Survey	No.s
<u></u>	Situat	ted at Village	Paldi,
<u>Tehsil Savli And District Vadodara, In</u>	The Stat	e Of Gujarat I	<u>In The</u>
Name of M/s Anil Ltd (Mortgagor)	together	with all buil	<u>dings,</u>
structures constructed thereon.			

I/We \_\_\_\_\_(Applicant)/ (or) \_\_\_\_\_\_ being duly authorized to represent and act for and on behalf of \_\_\_\_\_\_ (herein the Applicant), and having studied and fully understood all the information provided in the tender document, the undersigned hereby apply

as a tender or for the purchase of the above-said property.

- 1. According to the terms and conditions as set out in the Tender Document Bid is given in Annexure along with the attachments, duly filled and signed on each page. The same together with original Demand Draft / details of RTGS/NEFT towards EMD are put in an envelope super scribed with **"Offer for purchase of Assets of M/s. Anil Ltd. in Lot No..... admeasuring....... sq. mtr.,"**
- 2. IFCI Venture Capital Funds Ltd. / its Authorized Officer is hereby authorized to conduct any inquiry/ investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our bankers regarding any financial aspects.
- 3. IFCI Venture Capital Funds Ltd. /Authorized Officer may contact the following persons for any further information for submitted bid, which are as under:

Name of the Person/s :	
Address	
Phone No.	Email Id :

- 4. This application is made with full understanding that :
  - a) Tenders/Bids will be subject to verification of all information submitted at the time of tendering.
  - b) The Authorized Officer/IFCI Venture Capital Funds Ltd. reserves the right to reject or accept any Tender, cancel the tendering process, and/or reject all Tenders.
  - c) The Authorized Officer/IFCI Venture Capital Funds Ltd. shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
- 5. I/We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
- 6. I/We have read the terms and conditions of the offer detailed in Tender document/Annexures and are willing to abide by them unconditionally.

 Name\_\_\_\_\_
 Name\_\_\_\_\_

 For and on behalf of
 For and on behalf of

 (Name of Applicant)
 (Name of Applicant)

Date:

Place:

- 7. Enclosures:
  - i. Tender /Bid Annexure II.
  - ii. Documents pertaining to information given in the tender.

### **GUIDELINES FOR TENDERERS**

- A. The Tenderers/Bidders prior to submitting their Tender for the assets may visit and examine the assets at site and related documents and surroundings at their expenses as the land and building is being offered for sale on "AS IS WHERE IS AND AS IS WHAT IS WHATEVER THERE IS BASIS". They should ascertain on their own responsibility all information, technical data, market study etc. including actual conditions, existing services, statutory and other liabilities etc.
- B. It shall be presumed that all these factors were accounted for by the Tenderer while quoting their tender/bid. The tenderer shall be deemed to have full knowledge of the assets, whether he inspects it or not.
- C. Any information about the property can be obtained from Authorised Officer, Ms. Milly Nandi, AGM (Mob. 9817607943, 8826357014 & 9811506343, 011-41732579, 011-41732523 and 011-41732593) or contact IFCI Venture Capital Funds Ltd at IFCI Tower, 61, Nehru Place, New Delhi-110019.
- D. The assets may have certain outstanding statutory or other liabilities which are to be met by the purchaser and which will be over and above the purchase consideration. The prospective purchaser may carry out due-diligence in respect of likely liabilities pertaining to the assets before submitting the tender. It may be noted that the purchaser will be responsible for meeting these liabilities, if arise, and Secured Creditors will not be liable to meet any such liabilities whatsoever.
- E. The cost of the Tender Document is Rs.1,000/- (Rupees one thousand only) and is non-refundable. The payment shall be made by Demand Draft/pay order drawn on a Nationalized/Scheduled Bank in favour of IFCI Venture Capital Funds Ltd., payable at New Delhi. Prospective Tenderers/ Bidders can also download the Tender Document from the web site of IFCI Venture Capital Funds Ltd. <u>www.ifciventure.com</u>. Interested parties who download the document from website must inform Authorized Officer of the same so that any changes or modifications in the Tender Document can be intimated to them. Those who download the tender documents from the IFCI Venture's web-site are required to deposit a demand draft of Rs.1000/- at the time of submitting the tender.
- F. Completed EMD Form may be deposited with the Authorized Officer at Tender Box situated at IFCI Venture Capital Funds Ltd., IFCI Tower, Ground Floor, 61, Nehru Place, New Delhi, 110019 by latest by 18.09.2023 upto 16.30 hrs and may be submitted over email on <u>legal@ifciventure.com</u> and <u>milly.nandi@ifciventure.com</u>.
- G. EMD should deposited in the prescribed format along with all enclosure mentioned therein.

### **QUALIFICATION CRITERIA:**

- EMD/Bid of only those bidders who submit the following will be considered for evaluation:
  - a. With complete particulars, in the prescribed format.
  - b. Earnest money deposit as specified in the documents paid only through Demand Draft/NEFT/RTGS only.

- c. A demand draft of Rs.1,000/-, if the tender document is down loaded from IFCI Venture's web-site.
- The applicant or his representative should sign each page of the form. Any corrections/ alternations should be duly authenticated.
- All relevant documents as mentioned in the Tender Document should be enclosed.
- The decision of the Authorized Officer regarding acceptance/rejection of a tender will be final.
- The Authorized Officer, IFCI Venture, may, for reasons to be recorded in writing, reject any tender including the highest tender. The Authorized Officer would not be obliged to give reasons for rejection of the bid to the unsuccessful bidder.

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