

IFCI VENTURE CAPITAL FUNDS LIMITED
Regd. Office: IFCI Tower, 61, Nehru Place, New Delhi – 110 019,
Telephone No. 9999154278, 987160793, 9466416500, 8826357014

TENDER DOCUMENT

**FOR E-AUCTION OF PROPERTIES OF M/S. PATIL CONSTRUCTION AND
INFRASTRUCTURE PVT. LTD. SITUATED AT AURANGABAD, MAHARASHTRA UNDER
SRFA&ESI ACT, 2002.**

Issued by:

**The Authorized Officer
IFCI Venture Capital Funds Limited**

June 29, 2021

IFCI VENTURE CAPITAL FUNDS LIMITED
(A Subsidiary of IFCI Ltd., Govt. of India Undertaking)
Regd. Office: IFCI Tower, 61, Nehru Place, New Delhi – 110019,
Tel. No. 9999154278, 9871607943, 9466416500, 8826357014,
Website" www.ifciventure.com

TENDER DOCUMENT FOR E-AUCTION OF THE SECURED ASSETS IN THE NAME OF M/S. PATIL CONSTRUCTION AND INFRASTRUCTURE PVT. LTD. SITUATED AT AURANGABAD, MAHARASHTRA UNDER "THE SECURITISATION 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 on 15th January, 2019 under SRFA & ESI Act, 2002 for recovery of **Rs. 14,28,27,343/- (Rupees Fourteen Crore Twenty-Eight Lakh Twenty-Seven Thousand and Three Hundred and Forty Three only)** towards dues of IFCI Venture Capital Funds Limited calculated as on 20th November 2019 together with further interest thereon at the contractual rates along with cost and charges and other monies payable by **M/s. Patil Construction and Infrastructure Pvt. 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 EMD being 10% of the Reserve Price by way of Demand Draft drawn in favor of "IFCI VENTURE CAPIYAL FUNDS LTD." through NEFT/RTGS by **30.07.2021** upto 5.00 -p.m. to the following Account- Name- IDBI Bank, Current Account No.- 0901102000038377, Beneficiary Name- IFCI Venture Capital Funds Limited, IFSC- IBKL0000901, Branch Address- Kalkaji, New Delhi addressed to the "The Authorized Officer at 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 upto **30.07.2021** by 17.00 hrs addressed to the "**The Authorized Officer, IFCI Venture capital Funds Ltd., New Delhi (M) 9871607943, 8826357014, 9999154278, 9466416500, 011-41732593, 011-41732523 & email** "legal@ifciventure.com and arindam.roy@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, schedule for e-auction, inspection of assets Reserve Price and EMD are as follows:**

<u>Property No. 1:-</u>	Reserve price (In Rs.)
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Gat No. 67 Situated at Pimalgaon Divshi, Gangapur Taluk, Aurangabad Maharashtra	EMD (in Rs.)
All that pieces and parcels of the property, admeasuring 01 Hectare 21 Acre i.e. 3 acres, i.e. total 1,30,196 sq. feets. i.e. 12,100 sq. meters out of total area 06 Hectares 27 Acres, situated at village Divashi, Taluka Gangapur, Dist. Aurangabad.	9,12,15,200/-
	91,12,520/-

Property No. 2:- 8 Commercial Plots Situated at Gut No. 37, Padegaon, Aurangabad – 431002, Maharashtra

Plot No.	Area(sqm)	Reserve price (In Rs.)	EMD (In Rs.)
7	615.73	1,10,83,140	11,08,314
8	406.19	73,11,420	7,31,142
9	406.19	73,11,420	7,31,142
48	261	46,98,000	4,69,800
49	261	46,98,000	4,69,800
50	522	93,96,000	9,39,600
51	587.25	1,05,70,500	10,57,050
53	615.73	1,10,83,140	11,08,314

Property No. 3:- 17 Residential Plots Situated at Gut No. 37, Padegaon, Aurangabad – 431002, Maharashtra

Plot No.	Area(sqm)	Reserve price (In Rs.)	EMD (In Rs.)
16	200	20,00,000	2,00,000
17	200	20,00,000	2,00,000
18	200	20,00,000	2,00,000
19	200	20,00,000	2,00,000
20	200	20,00,000	2,00,000
21	200	20,00,000	2,00,000
22	200	20,00,000	2,00,000
23	200	20,00,000	2,00,000
24	200	20,00,000	2,00,000
25	200	20,00,000	2,00,000
26	200	20,00,000	2,00,000
42	441.38	44,13,800	4,41,380

43	441.38	44,13,800	4,41,380
44	441.38	44,13,800	4,41,380
45	441.38	44,13,800	4,41,380
46	441.38	44,13,800	4,41,380
47	441.38	44,13,800	4,41,380

LAST DATE/TIME OF SUBMISSION OF EMD AND DOCUMENTS UPTO 17.00 on 30.07.2021.

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 Authorised Officer / Asset Sale Committee (ASC), 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 Addendum to E-Auction notice dated 29.06.2021, Extension of date for submission of Earnest Money Deposit (EMD), documents and auction will be published/informed on IFCI Venture website only i.e. www.ifciventure.com.
- 2.4 Tender Document may be procured from IFCI Venture Capital Funds Ltd. at 16th 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. www.ifciventure.com. 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/ Assets Sale Committee (ASC) 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 WHATEVER THERE IS BASIS". The description indicated is purely as per the Mortgage Agreement executed by Patil Construction and Infrastructure Pvt. Ltd. and other mortgagor companies, the Title Deeds/Sale Deeds deposited by Patil Construction and Infrastructure Pvt. Ltd. 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/ASC

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 down loaded from the IFCI website are also liable to be rejected/ignored.
- 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. 50,000/-.
- 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. owing 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 on date and time as mentioned above 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. shall not be answerable for any error, mis-statement 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 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/ASC 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/ ASC such formation of a Consortium/ Partnership/ Company has led in reduction in competition.

3.4 Demand Draft for EMD should be deposited in the prescribed form only, signed by the bidder on each page in token of having accepted the same, and in cover addressed to the Authorized Officer, IFCI Venture Capital Funds Ltd. 16th Floor, IFCI Tower, 61, Nehru Place, New Delhi – 110019 and shall be superscribed "**Offer for purchase of Assets of M/s Patil Construction and Infrastructure Pvt. Ltd.**"

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 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 on line 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 & arindam.roy@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 Patil Construction and Infrastructure Pvt. 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. www.ifciventure.com

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 by way of DD/ Pay Order on any Nationalized/Scheduled bank in favour of IFCI Venture Capital Funds Ltd. and payable at New Delhi through NEFT/RTGS by 30.07.2021 upto 5.00 -p.m. to the following Bank Name- IDBI Bank, Current Account No.- 0901102000038377, Beneficiary Name- IFCI Venture Capital Funds Limited, IFSC- IBKL0000901, Branch Address- Kalkaji, New Delhi. No interest will be payable on the Earnest Money Deposit.
- 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 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 15th day of issue of letter confirming the highest bid (Letter of Acceptance). If the 15th 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, the amount deposited shall be forfeited. The Authorized Officer/ASC 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 refunds shall be payable by the Authorized Officer/IFCI/Secured Creditors.

VI. MODE OF SUBMISSION OF BIDDER/BID:

- 6.1 EMD must be deposited alongwith the prescribed form and enclosures, signed by the bidder having accepted the terms of sale. The EMD must be submitted by the appointed date and time.

- 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 PAYMENT SCHEDULE:

- 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 10 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 RTGS (RTGS details can be obtained from IFCI Venture's office) on same day or within the extended time upto 1700 hrs. on next day or any other day if allowed by the Authorized Officer.
- 7.2 The successful bidder shall deposit the balance 75% of the sale proceeds on or before the 15th day of the confirmation of sale or within such extended period as agreed upon in writing by and solely at the discretion of the Authorized officer. 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 due to some factors beyond his control, the Authorized Officer/ ASC at its sole discretion may accept payment beyond the permissible period of 15 days from the date of "Letter of Acceptance".
- 8.2 However in case the balance purchase consideration along with the due interest is not paid within the extended period as may be prescribed, the sale of the respective asset will be automatically cancelled and the Earnest Money Deposit of the successful bidder and other money deposited till date will automatically stand forfeited.
- 8.3 It is to be clarified that the extension of time period for making the payment as mentioned above is absolutely the discretion of the Authorized Officer and the purchaser cannot claim it as a matter of right. It is the absolute discretion of the Authorized Officer, not to grant any extension to the purchaser for making payment, beyond the prescribed period of 15 days, even if the purchaser is ready to pay the balance sale consideration alongwith the interest 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 DELIVERY PERIOD/ POSSESSION:

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 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, Authorized Officer of IFCI Venture shall cancel the contract with immediate effect, in which case, the EMD along with any amount paid shall stand forfeited.

XII FORCE MAJEURE:

Authorised 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 GENERAL INFORMATION:

- 13.1 It should be noted by the tenderer (s) that by entering into this contract, Authorised Officer/IFCI Venture/ASC 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 Authorised Officer/IFCI Venture/ASC shall have the right to issue addendum to tender document to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein through notification on IFCI Venture's official website. Each addendum 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./ASC may elect to withdraw the invitation for bids. Should all invitation for bid(s) be withdrawn or cancelled by IFCI Venture Capital Funds Ltd./ASC for which IFCI Venture Capital Funds Ltd./ASC 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./ASC/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 (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.
- 13.9 The decision of the IFCI Venture Capital Funds Ltd./ASC/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 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 should be deposited alongwith duly filled in form enclosed at annexure-ii.
 - B. Copy of the 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 of the company/firm authorising the person/partner to filed alongwith the emd/form bid for the asset and copy of the identity proof of the said person/partner.
 - E. EMD form is duly signed by the bidder before submitting the emd and documents submitted shall be duly self attested.
 - F. All alteration, erases, deletions and over writing, if any, in the schedule are duly authenticated by the bidder's signature.

Authorised Officer
IFCI Venture Capital Funds Ltd.
Secured Creditor

ANNEXURE – I**M/S PATIL CONSTRUCTION AND INFRASTRUCTURE PVT. LTD. & OTHER MORTGAGOR COMPANIES-DESCRIPTION OF PROPERTIES****DESCRIPTION OF IMMOVEABLE PROPERTY**

<u>Property No. 1:-</u> Gat No. 67 Situated at Pimalgaon Divshi, Gangapur Taluk, Aurangabad Maharashtra		Reserve price (In Rs.)	
		EMD (in Rs.)	
All that pieces and parcels of the property, admeasuring 01 Hectare 21 Acre i.e. 3 acres, i.e. total 1,30,196 sq. feets. i.e. 12,100 sq. meters out of total area 06 Hectares 27 Acres, situated at village Divashi, Taluka Gangapur, Dist. Aurangabad.		9,12,15,200/-	
		91,12,520/-	
<u>Property No. 2:- 8 Commercial Plots</u> Situated at Gut No. 37, Padegaon, Aurangabad – 431002, Maharashtra			
Plot No.	Area(sqm)	Reserve price (In Rs.)	EMD (In Rs.)
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9	406.19	73,11,420	7,31,142
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51	587.25	1,05,70,500	10,57,050
53	615.73	1,10,83,140	11,08,314
<u>Property No. 3:- 17 Residential Plots</u> Situated at Gut No. 37, Padegaon, Aurangabad – 431002, Maharashtra			
Plot No.	Area(sqm)	Reserve price (In Rs.)	EMD (In Rs.)
16	200	20,00,000	2,00,000
17	200	20,00,000	2,00,000
18	200	20,00,000	2,00,000
19	200	20,00,000	2,00,000
20	200	20,00,000	2,00,000

21	200	20,00,000	2,00,000
22	200	20,00,000	2,00,000
23	200	20,00,000	2,00,000
24	200	20,00,000	2,00,000
25	200	20,00,000	2,00,000
26	200	20,00,000	2,00,000
42	441.38	44,13,800	4,41,380
43	441.38	44,13,800	4,41,380
44	441.38	44,13,800	4,41,380
45	441.38	44,13,800	4,41,380
46	441.38	44,13,800	4,41,380
47	441.38	44,13,800	4,41,380

together with the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, fixture and fittings erected/ installed or to be erected/installed thereon and every part thereof bearing survey nos. detailed above.

ANNEXURE-II

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

**E-AUCTION OF IMMOVEABLE ASSETS OF M/S. PATIL CONSTRUCTION AND
INFRASTRUCTURE PVT. LTD.
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 :
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:

Or

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

Or

(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.

Contd....

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/ASC/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 inspected the material at the site 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 and/or to cancel the award of sale.

(Signature of the bidder)

- Encls: (i) Passport size Photo
(ii) Proof of Identification
(iii) Copy of PAN Card
(iv) Copy of Board Resolution, if applicable

ANNEXURE – III

Letter of Application & Intent

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

TENDER FORM NO. _____

Date:

To,
Authorized Officer,
IFCI Venture Capital Funds Ltd.
IFCI Tower (16th Floor),
61, Nehru Place,
New Delhi – 110 019.

Sir,

Re: Bid for purchase of Land of M/s Patil Construction and Infrastructure Pvt. Ltd. Situated at Aurangabad Maharashtra together with all buildings, 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 tenderor 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 demand draft / pay order towards EMD are put in an envelope super scribed with **"Offer for purchase of Assets of M/s Patil Construction and Infrastructure Pvt. Ltd."**
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

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 Authorised Officer/IFCI Venture Capital Funds Ltd./ASC reserves the right to reject or accept any Tender, cancel the tendering process, and/or reject all Tenders.
 - c) The Authorised 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 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)

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 are expected to 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 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. 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, Mr. Arindam Roy, AGM (Mob. 9999154278, 9466416500, 9811506343, 8826357014, 011-41732579, 011-41732523 and 011-41732593) or contact IFCI Venture Capital Funds Ltd at IFCI Tower, 61, Nehru Place, New Delhi-110019 Phone 011-41732523, 011-2644493.
- D. The assets may have certain outstanding 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. www.ifciventure.com. 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 IFCI Venture Capital Funds Ltd., IFCI Tower, 16th Floor, 61-Nehru Place, New Delhi, 110019 by latest by 30.07.2021 upto 17.00 hrs and submitted over email on legal@ifciventure.com and arindam.roy@ifciventure.com.
- G. EMD should be 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/pay order 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 Authorised Officer regarding acceptance/rejection of a tender will be final.
 - The Authorised 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.
