

E-BID/ E-AUCTION BID DOCUMENT

**E-Auction of sale of properties by UTIITSL for and on behalf of Justice (Retd.)
R.M. Lodha Committee (In the matter of PACL Ltd., and other connected matters)**

Type of bid/ auction	e-Bid followed by e-Auction
Service Provider	<p>UTI Infrastructure Technology And Services Ltd., UTI Tower, Gn Block, Ground Floor, Bandra Kurla Complex, Bandra (East), Mumbai – 400051</p> <p><u>Contact Person:</u> Ms.Naina Kotian – VP – Mob. No. 9967771815 Ms.Sumitra Prabhu – DVP – Mob. No. 7303135258 Landline Nos: 022-26547600/ 26547612/ 26547616 e-mail id: pacldata@utiitsl.com</p> <p>Hereinafter called UTIITSL</p>
Name of e-Bid/ e-Auction platform provider.	<p>M/s. C1 India Pvt. Ltd. Udyog Vihar, Phase 2, Gulf Petrochem Building, Building No. 301, Gurgaon, Haryana. Pin: 122015</p> <p><u>Contact details:</u> Support Help Desk No.: 0124-4302020/21/22/23/24 7291981124,7291981125,7291981126 e-mail id - support@bankeauctions.com</p> <p><u>Contact Person:</u> Mr. Ganesh Patil, Mobile – +91- 9821690968 Support Team Lead – Mr. Rahul Bharadwaj, Mobile No.: +91 – 9560905559 Support Manager : Mr. Kanwarjeet Singh, Mobile Number : +91-7291981125</p> <p>Hereinafter called E-PLATFORM PROVIDER</p>
Submission of bid date and time:	On 27 th June 2016 by 3.00 p.m.
e-Bid and e-Auction sale schedule	As per Notice of Sale released in newspapers on 28 th May, 2016
e-Auction Website	https://www.bankeauctions.com/utiitsl
Bid price:	The bidder has to bid on or above the reserve price in Indian Rupees only.
Starting (Opening Price)/ Bid Increment:	The opening price of the auction and the bid increment value shall be available to the eligible bidders on their bidding screen after registering into the website https://www.bankeauctions.com/utiitsl
Annexure I	Notice of Sale

Signature of the bidder

Annexure II	<u>Details of Bidder</u> This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website https://www.bankeauctions.com/utiitsl immediately before the submission of the bid.
Annexure III	<u>Declaration by the bidder</u> This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website https://www.bankeauctions.com/utiitsl immediately before the submission of the bid.
Annexure IV	<u>Confirmation by the bidder regarding receipt of training.</u> This document is required to be duly filled in and signed by the bidder. The scanned copy of the same may be forwarded to UTIITSL at email id – paclpropertysale@utiitsl.com , as mentioned in the Notice of Sale after availing training on e-Auction with a copy to support@bankeauctions.com.
Special Instructions	This bidding is a serious matter and last minute bidding may lead to mistake or lapses. Neither the e-Auction Service Provider nor UTIITSL or the Seller will be responsible for any lapses / failure on the part of the Bidder.

All conditions of sale shall be governed by the directions of the Hon'ble Supreme Court of India in Civil Appeal No. 13394/2015 and other connected matters and the applicable provisions of law. The Hon'ble Justice (Retd.) R.M. Lodha Committee shall exercise all rights in this matter.

Signature of the bidder

BIDDING TERMS AND CONDITIONS

The sale of property mentioned in the Notice of Sale dated _____ shall be subject to the following terms and conditions:

I) BACKGROUND:

PURSUANT to the order dated February 02, 2016 passed by the Hon'ble Supreme Court of India in Civil Appeal No(s).13394/2015 titled **PACL Ltd. Vs Securities and Exchange Board of India & other connected matters (referred to as Seller)**, r/w order dated April 2, 2016 in CWP (C) No 500 of 2015, offers are invited by and on behalf of Justice (Retd.) R M Lodha Committee (In the matter of PACL Ltd.). The sale will be on "as is where is basis" and "as is what is basis" and "as is where is condition" and on no-complaint basis, by e-Bidding followed by e-Auction.

- a) The sale is on behalf of the Seller who are placing order to facilitate the sale of the properties on the Service Provider (UTIITSL).
- b) UTIITSL would be acting as an agency of the Seller and shall be referred to as Service Provider (UTIITSL). The sale will be conducted through e-Bidding and e-Auction process.
- c) The Seller reserves the right to conduct the sale through any other modes of sale as it may deem fit.
- d) The bids for sale would be on a lumpsum basis.
- e) There shall be a public advertisement intimating, inter-alia, the date and time of e-Bid and e-Auction.
- f) This sale shall be by e-Bid and e-Auction only, to the highest bidder after the confirmation of the Seller.

II) METHOD OF SALE:

- (a) The online bidding followed by e-Auction is the method chosen to sell the property.
- (b) All conditions of this sale shall be governed by the directions of the Hon'ble Supreme Court of India in Civil Appeal No 13394/2015 and other connected matters and the applicable provisions of law and the directives of the Seller.

III) E-PLATFORM PROVIDER:

- a) Computerised e-Bidding cum e-Auction shall be done by online electronic bidding conducted by e-Platform provider M/s. C1 India Pvt. Ltd., on a pre-specified date as mentioned in the Notice of Sale, through the website <https://www.bankeauctions.com/utiitsl>
- b) The e-Platform Provider shall advise the bidder regarding the bidding process, functions and e-Bidding cum e-Auction rules and provide training to the interested bidder(s), without any cost before e-Bidding / e-Auction. All the bidders are required to ensure compliance regarding receipt of training (Annexure IV) before start of e-bid process.

IV) INSTRUCTION FOR ONLINE BIDDING:

- (a) The e-Bid/ e-Auction will take place through web portal <https://www.bankeauctions.com/utiitsl> on the time specified in the Notice of Sale.
- (b) After Registration of bidders on the web-site, the e-Platform provider will allot a login/ user ID and password to the intending bidders for participating in the e-Bid/ e-Auction.
- (c) Thereafter, the intending bidders need to upload the following documents as mentioned in the Notice of Sale .
- i. Copy of the PAN Card
 - ii. Copy of identity / address proof.
(Anyone of the following documents i.e. Copy of Passport or Voter's ID, or Valid Driving License or Photo Identity Card issued by Government and PSU, will be accepted as the identity document and should be submitted along with the bid form. NRI Bidders must necessarily enclose a copy of photo page of his/her Passport. Bidders staying abroad/NRIs/PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport also.)
 - iii. Copy of the RTGS/NEFT challan.
 - iv. Annexure II (Details Of Bidder)
 - v. Annexure III (Declaration By Bidder (S)).
 - vi. Annexure IV (Confirmation by bidder regarding receipt of E-Auction Training from C1 India Pvt. Ltd).
- (d) The bidder has to specify the choice of the property for which offer is submitted from the list mentioned in the Notice of Sale.
- (e) The interested bidders may give offers either for one or more than one properties. However, separate EMD for each property is to be given and separate documents for each property as mentioned in point (c) above has to be uploaded on the website <https://www.bankeauctions.com/utiitsl>
- (f) Minimum offer amount cannot be less than the reserve price mentioned in the Notice of Sale.
- (g) The bidders will be able to view the following on the screen along with the necessary fields in the E-Auction:
- i. Bid Placed by bidder
 - ii. Opening Price & Minimum Increment Value.
 - iii. Leading Bid in the Auction (H1 – Highest Rate)
- (h) On/ Before the specified day and as mentioned in the Notice of Sale, the submission of e-Bid process would come to an end. After completion of the submission, the H1 amount would be derived to fix the bench mark amount. In order to initiate the e-Auction, this would be basically the H1 bid above the reserve price.

i) Steps for Online Bidding Process

E-auction Web site : <https://www.bankeauctions.com/utiitsl>

- Click on Registration on right hand side of page
- Fill the Individual / organization details, in the property to be taken

- Put the active email id as user id and choose the choice of password in alpha numeric and special character. Ex: Ganesh@123
- Check the box as I agree T&C and click on Register
- Login to this website by created user id and password.
- Search the property in which bidder has to participate.
- Click on Track given on right side on the property
- Check the box of Agree T&C and click on participate link

ii) First Stage : Pay EMD

- Click on Pay EMD
- Fill the details in which EMD amount is remitted and upload the UTR receipt/challan / photocopy of the DD /PayOrderfor the same
- Fill the refund details in which EMD amount can be refunded for unsuccessful bidder.
- Click on Submit.
- Bidder will receive the message on top “EMD updated successful.

iii) Second Stage : Document Upload

- Keep ready below mentioned document in scan copy format in your computers. Annexure II and III available on portal i.e.
<https://www.bankeauctions.com/utiitsl> or www.paclpropertiesutiitsl.com
 - PAN Card
 - Address Proof / Identity Proof
 - Annexure II (Auction Bid Form)
 - Annexure III (Declaration by the Bidder)
- Browse and give the path where the documents are saved on your computer for all the above mentioned documents.
- Click on upload docs.
- Bottom on screen on left hand side shows % clock for uploading the documents.
- Once the document is uploaded bidder will get the message “Document uploaded Successful”

iv) Third Stage : Quote Price (First Round of Quote)

- Bidder has to put minimum quote of Reserve price or above the reserve price in figure.(example: 100000)
- Click on submit button on right side.
- Bidder will receive message “FRQ Price submitted Successful”

v) Final Stage :

- Click on Final submit at the bottom button
- Bidder will receive the message “ Bid has been submitted successful”

V) TERMS AND CONDITIONS FOR E-AUCTIONING:

- a) Bidders can participate in the e-Bid cum e-Auction from anywhere.
- b) **The intending bidder should have a valid email id.**
- c) **The intending bidders should visit website <https://www.bankeauctions.com/utiitsl> and register their participation with the e-Platform Provider well in advance and get User ID and Password for participating in the e-Bid and e-Auction.**
- d) The intending bidders need to fill up the application online available on e-Bidding / e-Auction domain <https://www.bankeauctions.com/utiitsl>, upload copy of any valid photo identity/address proof and copy of the PAN Card at the e-platform by following the instruction contained therein.
- e) The intending purchaser shall participate in the e-Bidding / e-Auction on his own behalf and no third party intervention, like authorised agent/ representative, would be permitted.
- f) Computers, Networking, Internet connectivity and other requirements shall have to be ensured by the bidders themselves. For any interruptions or delay in access to site irrespective of the cause, failure of internet connectivity (due to any reason whatsoever it may be) shall be the sole responsibility of the bidders only. Neither the Seller/ UTIITSL/ C1 India Pvt. Ltd., shall have any liability towards the bidder or be responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to overcome such situation and still be able to participate in the e-bidding/e-Auction successfully.
- g) This bidding is a serious matter and last minute bidding may lead to mistake or lapses. Therefore, the Bidders are requested not to wait till the last minute to quote their bids to avoid any such complex situations.

VI) INSPECTION OF PROPERTY AND DOCUMENTATION:

- (a) Bidders are bound by the principle of caveat emptor (Buyer Beware).
- (b) Property can be inspected on the date(s) and time given in the Notice of Sale.
- (c) Bidders may like to inspect the property and satisfy themselves regarding the physical nature, condition, extent etc. of the property.
- (d) The scanned copy of the available property documents could be viewed on the designated website www.paclpropertiesutiitsl.com, where the documents could be accessed. Except these displayed documents, there are no other documents available and these documents may be in original or in photocopies.
- (e) The measurements, if mentioned, in the tender documents may be approximate and indicative only. No separate measurement exercise would be carried out by the Seller / UTIITSL. The Seller/ UTIITSL does not claim the accuracy of the measurements of the properties put to sale. The Bidder may satisfy himself on this aspect.
- (f) The Seller/ UTIITSL shall not be responsible for any parameter of the properties like the physical quality, structural stability, fire safety, measurement, liabilities, dues, encumbrances, and shall not go into the title clearance or clear marketability of the title of the properties to be sold.

VII) INSTRUCTIONS TO BIDDERS:

Signature of the bidder

- (a) Property is sold on “as is where is basis” and “as is what is basis” and “as is where is condition”, as regards title of the property, condition of property, its transferability and title documents etc. are concerned on no-complaint basis.
- (b) All the property documents available with the Seller are available on the website www.paclpropertiesutiitsl.com. These documents have been received by the Seller from CBI and include originals or photocopies.
- (c) The property is being sold with all the existing and future encumbrances whether known or unknown to the Seller/ UTIITSL.
- (d) The bidder has to find out any liability/ encumbrance associated with the property from the local Municipal Authority, Development Authority, Improvement Trust or any other Municipal body and also from the office of the Collector, Office of the Registrar of Stamps and Assurances and any other agencies having such records.
- (e) Bidders are advised/ cautioned to satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues etc. over the property before submitting their e-Bids and before participation in e-Auction.
- (f) Details of any urban planning changes or permissions relating to the property/ other properties in the vicinity of the concerned Property (in other words changes to the use(age) rights of properties in the area or other developments intended for the area) which ought to be known to the prospective bidder, any such information should be obtained by the prospective bidder himself before submission of Bid.
- (g) The Seller /UTIITSL shall not be responsible in any way for any third party claims/rights/dues., etc. for the captioned property(ies).
- (h) Absence of any documents shall not bind the Seller / UTIITSL in any respect whatsoever with regards to the sale of the property(ies). The documents as received from CBI are scanned and are available on the website www.paclpropertiesutiitsl.com which may be in original or the photocopies.
- (i) Bidders are advised to go through all the terms and conditions of sale given in the tender document and also in the newspaper before submitting the bid and participating in the online bidding/auction.
- (j) Once the bidder submits the bid it shall be construed as acceptance of all the provisions of the advertisement, website notifications, terms and conditions of the bid document, tenders, corrigendum's, and the other documents regarding the property put to sale.
- (k) The Tenderer shall not be entitled to raise any objection or requisition or dispute whatsoever of the said property, after the e-Bid is submitted.
- (l) Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- (m) 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 Seller/ UTIITSL. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
- (n) The Bidders shall be deemed to have read and understood and accepted all the terms and conditions of sale and are bound by the same.

VIII) EARNEST MONEY DEPOSIT (EMD) (INTEREST FREE):

Signature of the bidder

- a) The bid has to be accompanied by the EMD (interest free) as specified in the Notice of Sale / Bid document. The EMD shall be generally 10% of the Reserve Price.
- b) Each bid shall be accompanied by separate EMD as specified in the Notice of Sale / Bid document.
- c) Bid form without EMD shall be summarily rejected and there will be no further correspondence on this issue.
- d) EMD shall be made through through RTGS/ NEFT to the Account number provided in the Notice of Sale and the details of remittances made shall be entered in online application and the scan copy of challan is to be submitted along with the other Bid documents.
- e) In case of failure to participate in e-Bidding / e-Auction or on withdrawal of tender prior to e-Auction, the EMD shall be forfeited, and no claim of any nature whatsoever, would be entertained in this matter. However, if the auction is adjourned for any reason by the Seller, the bidders are entitled to participate in the re-bid / re-eAuction.
- f) Bidders shall not disclose remittance details of EMD, Unique Transaction Reference (UTR Code) etc. to anyone to safeguard its secrecy.
- g) Bidders shall preserve the original remittance challan and shall produce the same as and when demanded.
- h) All details regarding remittance of EMD shall be entered in the bid form.
- i) EMD, is liable for forfeiture in case of default of any payment. The decision regarding default shall be decided by UTIITSL/Seller and there will be no further correspondence on this issue.

IX) RETURN/ REFUND OF EMD:

- a) EMD (interest free) of unsuccessful bidders will be returned by At Par Cheque or through RTGS/ NEFT to the Bank account details provided by the bidders in the bid form. If not received within reasonable time, the bidders may contact the officials of UTIITSL and neither party shall have any claim against the other on any count whatsoever.
- b) If the e-bid/ e-Auction process is stopped/ deferred/ postponed/ cancelled, by the Seller for any reason whatsoever and at any time, the EMD remitted by the bidders will be refunded without any interest, to the bidders by At Par Cheque or through RTGS/ NEFT to the Bank account details provided by the bidders in the bid form. If not received within reasonable time, the bidders may contact the officials of UTIITSL and neither party shall have any claim against the other on any count whatsoever.
- c) If the highest successful bid is not accepted by the Seller or is rejected for whatever reasons, the EMD remitted by the bidders will be refunded without any interest, to the bidders by At Par Cheque or through RTGS/ NEFT to the Bank account details provided by the bidders in the bid form. If not received within reasonable time, the bidders may contact the officials of UTIITSL and neither party shall have any claim against the other on any count whatsoever.

X) SUBMISSION OF BID FORMS:

Signature of the bidder

Bids shall be submitted online on the e-Bid/ e-Auction portal only before the last date and time given in the Notice of Sale.

XI) BID MULTIPLIER:

- (a) The bidders shall increase their bids in multiples of the bid increase amount as specified in the Notice of Sale.
- (b) The “**Bid Increase Amount**” which has been fixed for each property can also be viewed by the bidders on the bidding screen.
- (c) The e-Platform Provider (M/s. C1 India Pvt. Ltd.) will declare its **Opening Price (OP)** on the e-Auction date/time as mentioned in the Notice of Sale, which shall be visible to all the bidders during the start of the e-Auction.
- (d) Any bidder can start bidding, in the online e-Auction, higher than the Opening Price by one increment, or higher than the Opening price by multiples of increment. The second online bid and onwards will have to be higher than the H1 rate by one increment value, or higher than the H1 rate by multiples of the increment value.

XII) DURATION OF AUCTION SALE:

- a) Online auction sale will start automatically on date and at the time given in the Notice of Sale/ Bid Document.
- b) The e-Auction shall commence strictly at the scheduled time and above the highest quotation received during the e-bidding held earlier.
- c) Auction/Bidding time will initially be for a period of **one hour** and the closing time of the auction is system controlled. The bidding time will get automatically extended by five minutes if any bid is received during the last five minutes of closing time i.e. while active bid is in process and kept open till the auction-sale concludes. The auto-extension shall be for unlimited times and will take place only if a valid bid comes in last 5 minutes of closing. If valid bid is not received, the auto-extension will not take place. There will thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.
- d) 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. In case, there is no bid in the extended 5 minutes, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, inability to use the system, loss of electronic information etc.
- e) If no incremental bid comes by the end of the designated timing of one hour, then also the auction will close once the designated timing, as indicated hereinabove, is over.
- f) The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders.
- g) Bidders are advised to enter their bid accordingly keeping in mind the five minutes duration.
- h) No complaint on time-factor or paucity of time for bidding will be entertained.

XIII) DECLARATION OF SUCCESSFUL BIDDER:

- a) At the end of the E-Auction, highest bid will be provisionally accepted on “**subject-to-approval**” basis and will be intimated at the registered e-mail ID, after close of auction. However, the highest bidder shall not have any right/title over the property until the sale is confirmed in his favour by the Seller.
- b) The Highest bidder will be declared subject to approval from the Seller.
- c) Intimation to the successful highest bidder of being declared successful in the bid will be sent to the valid e-mail provided by the bidders in the Bid form. Seller/ UTITSL will not be liable for wrong e-mail ID registered by the bidder or for return of the mail for any reason.
- d) The successful bidder would be intimated through email to deposit the sale amount after the auction comes to an end. After approval is received from the Seller, UTITSL would intimate the same to the successful bidder. The successful bidder should pay 25% of the bid amount including the EMD already paid along with poundage fees @ 1% of the bid amount immediately on receipt of intimation from UTITSL. In case the intimation to the successful highest bidder is sent beyond the Banking transaction hours of the day, the deposit of 25% of purchase price (less EMD already paid) and 1% poundage fee shall be remitted before the next working day.
- e) In case of default of said payment, within the prescribed period the EMD (interest free) in full will be forfeited.
- f) Date of sending e-mail will be considered as date of intimation. If no intimation reaches beyond the control of Seller/ UTITSL, then the bidders are required to take efforts to find out the status from the Seller / UTITSL. Non-receipt of intimation shall not be an excuse for default/non-payment.
- g) The decision of the Seller regarding declaration of successful bidder shall be final and binding on all the Bidders.
- h) The successful bidder shall produce the originals of the identity documents as well as PAN Card uploaded while submitting the bid or submitted along with the bid form to the Authorised Official of UTITSL for verification on demand failing which the entire amount remitted towards the auction shall be forfeited.
- i) The bidders are advised, in their own interest, to submit the requisite amounts i.e. 25% of the highest bid amount after e-Auction (including the EMD already paid) along with poundage fees @ 1% of the bid amount, as indicated hereinabove, without waiting for the intimation. Similarly, the balance may also be paid as per the scheduled time of fifteen days without waiting for intimation and contact UTITSL for the details.

XIV) DEPOSIT OF PURCHASE PRICE:

- j) The balance amount of purchase money shall be paid within the prescribed period on or before the fifteenth day from the date of confirmation of sale and intimation to the successful highest bidder. All the payments shall be made through RTGS/ NEFT to the Account number mentioned in the Notice of Sale, and shall be intimated to UTITSL immediately.
- k) In case of default of balance payment, within the prescribed period, the amount paid by the bidder including the EMD amount, shall be forfeited and the defaulting purchaser shall forfeit all claims to the property or the amount

deposited. In such case the property shall be resold, after issue of fresh Notice of sale.

XV) CONFIRMATION OF SALE:

- a) The sale held in favour of the successful bidder, in normal circumstances, will be confirmed after approval from the Seller, on compliance of all terms and conditions of sale, subject to the orders of the Seller.
- b) Confirmation of sale will not be made pending operation of any stay/injunction/restraint order passed by the higher authorities/government orders/ court against confirmation.
- c) The Notice of sale does not constitute and will not be deemed to constitute any commitment or any representation of the Seller/ UTIITSL.

XVI) PAYMENT OF STAMP DUTY, ETC:

- a) The stamp duty, registration charges, legal charges, charges payable to the Advocate, charges payable to the Society, Welfare Association, condominium, charges payable to any Statutory Authority, charges payable to the Municipal Corporation or any such Statutory Body, transfer charges, collector charges, unearned income, and any other expenses by whatever name called payable as per relevant laws to any agency required for the conveyance/ transfer of property in the name of the purchaser would be borne by the successful bidder alone.
- b) Any NOC, permission or document required for the effective transfer of the said property to the name of the purchaser shall be obtained by the successful bidder alone.
- c) All the associated charges recurring or otherwise, by any name called, payable to anybody, related to the property/transfer of the property would be payable by the successful bidder.
- d) Certificate of Sale will be issued only upon the successful bidder producing the payment challan issued by the concerned authority of having received the requisite Stamp Duty.
- e) Unpaid/ outstanding payment of any statutory / non statutory dues, taxes, rates, assessments, charges, fees, etc. owing to anybody shall be the sole responsibility of successful bidder only.

XVII) CERTIFICATE OF SALE:

- a) The Certificate of Sale shall be issued by the Seller to the successful bidder provided all the conditions of sale are fulfilled, and subject to confirmation of sale.
- b) Sale Certificate will be issued only in the name/names of the bidders whose name/names are mentioned in the bid form.
- c) In the certificate of sale no request for inclusion/substitution of names, other than those mentioned in the bid will be entertained.

XVIII) STAY/CANCELLATION OF SALE:

Signature of the bidder

- a) The Seller shall be at liberty to stop/ deferred/ postpone/ cancel the sale/ e-Auction process / tender, at any time, without assigning any reason.
- b) In case of stay of further proceedings by any authority, the e-Bid/e-Auction may either be stopped/ deferred/ postponed or cancelled and persons participating in the bid process shall have no right to claim interest, damages, compensation or cost for such postponement or cancellation.
- c) If for any reason whatsoever the sale is not completed after making entire payment of sale then the Seller shall be entitled to terminate / revoke the sale and the sale shall stand cancelled and the amount paid by bidder would be refunded without any interest and in such event the bidder shall not be entitled to any right of specific performance or any right or interest whatsoever in the premises or any part thereof.
- d) Default in payment of 25% of the purchase price/ the balance purchase price or the poundage fee within the stipulated time as stipulated in the bid document will result in cancellation of sale without any notice. The Seller would be at liberty to sell the property subsequently.
- e) For any information regarding the sale, it would be available only at the website www.paclpropertiesutiitsl.com and on the website of the e-Platform provider <https://www.bankeauctions.com/utiitsl>
- f) No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the EMD in full will be forfeited.
- g) No request for cancellation of sale or return of deposit either in part or full by the bidder, will be entertained.

XIX) DELIVERY OF DOCUMENTS AND POSSESSION:

- (a) Possession of the property sold would be handed over to the successful bidder as per the directions of the Seller.
- (b) All expenses and incidental charges thereto shall be borne by the successful bidder alone in the manner as deemed fit.
- (c) On realization of the entire sale proceeds by the Seller, the available documents and the possession of the property would be handed over by the Seller to the successful bidder.

XX) INDEMNIFICATION:

Merely by participating in the bid process, the successful bidders and the participating bidders and their representatives deem to indemnify and hold the Seller/ UTIITSL harmless from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, the bidders confirm to this condition which is irrevocable in nature. Participation by the bidder would confirm the indemnification and holding the Seller /UTIITSL harmless from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description.

XXI) OTHER GENERAL CONDITIONS:

- a) Any notification/ corrigendum/ addendum to be given to anyone regarding any change or information would be displayed on the website www.paclpropertiesutiitsl.com and <https://www.bankeauctions.com/utiitsl>

- b) Any dispute arising out of this auction sale shall be decided solely by the Seller and the decision shall be final and binding on all the bidders.
- c) The Seller/ UTIITSL shall not be liable for any issues relating to e-Auction platform, failure of internet connection, server problems, etc.
- d) No counter-offer/conditions by the bidder and/or successful-bidder will be entertained, whatsoever.
- e) The Seller shall have the liberty to change/ amend/ modify/ delete any of the conditions of the bid document, as may be deemed necessary in the light of facts and circumstances of each case.
- f) The Seller shall have the right to accept or reject all or any bid or part bid, as well as to stop, defer, postpone or cancel the sale for the reasons to be recorded in the proceedings.
- g) The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders. If at any point of time during the e-Auction process, it is observed that the bidders / representatives are involved in price manipulation of any kind, then it is at the discretion of the Seller to cancel / reject the sale process of the particular property.
- h) The Seller/ UTIITSL/ M/s. C1 India Pvt. Ltd. shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- i) M/s.C1 India Pvt. Ltd. / UTIITSL / the Seller will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- j) No auction would be conducted on a Government of India holiday as observed by the Service Provider in Mumbai/Delhi. In case of a sudden declared holiday the auction will automatically be held on the next working day. The decision of Seller to conduct sale on such day would be final and binding.
- k) The bidders are requested to regularly visit the website, <https://www.bankeauctions.com/utiitsl> for any corrigendum/ amendments/ clarifications/ extension/ changes regarding this tender as uploaded on the said website which will be binding on the bidders.
- l) Participation in the bid process would mean that the bidder have confirmed/ accepted the terms and conditions as stated in the document.

SPECIAL INSTRUCTIONS TO THE BIDDERS

- a) Prospective bidder shall have a valid e-mail ID.
- b) Prospective bidder has to compulsorily register with the service-Platform provider.
- c) Inspect the property and satisfy themselves before taking part in the auction.
- d) Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
- e) Inspect and verify the title deeds and other documents relating to the property available with the Seller at the website www.paclpropertiesutiitsl.com.
- f) Carefully read the terms and conditions of sale before submitting their bids.
- g) Download and keep a copy of duly filled in uploaded bid application form along with Terms and Conditions and Notice of Sale published.
- h) Bidders are advised to preserve the EMD deposit challan for future reference.
- i) The non-interest bearing EMD would be returned to the unsuccessful bidders within thirty days after the closure of the sale process.
- j) There will thus be an auto extension of bidding-time, each of five minutes duration, till auction is concluded. Bidders are advised to enter their bid accordingly keeping in mind the five minutes duration.
- k) 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.
- l) The e-Platform Provider shall acquaint the bidder regarding the bidding process, functions and e-Auction rules and provide training to the interested bidder(s), without any cost before the date of e-Auction. All the bidders are required to ensure compliance regarding receipt of training before start of bid process.
- m) 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 Seller/ UTIITSL. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
- n) Bidder(s) will have to go through the ANNEXURES uploaded on the Web Portal (<https://www.bankeauctions.com/utiitsl>) and follow the following procedures:

Annexure – II: All the Prospective Bidder(s) will have to –

- get the printout
- fill it up and sign
- Upload the scanned copy while submitting the bid

Annexure –III: All the Prospective Bidder(s) will have to -

- get the printout
- fill it up and sign
- upload the scanned copy while submitting the bid

Annexure – IV: Just after receiving Training on e-Auction, Bidder(s) will have to –

- get the printout
- fill it up and sign
- E-mail the scanned copy to mail id paclpropertysale@utiitsl.com with a copy of support@bankeauctions.com.