

Bank of India Chinchinim Branch Olive Arcade, Opp. Our Lady of Hope Church, Chinchinim, Salcete, Goa-403715. Tel-2862610/ 2864793 /2864700 Tel-Fax : (0832)2863650 Mobile:9420685143. EMAIL-boicnm@sancharnet.in
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Plot of land taken over under Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act,2002 For Sale On `As is where is & As is What is and whatever there is basis`

Price Rs.25/-

TENDER DOCUMENT

1.	Reference Advt. in (Name of Newspaper) Date	Tarun Bharat(Marathi) Navhind Times(English) both dated 27.08.2010.			
2.	Name of the Tenderer (In case of company/firm, please also give names of key Directors / Partners)				
3.	Name of the borrower's account in which tender is invited	1.M/s Vrudhi Buildcon Pvt. Ltd.and /or its directors Mr. Datta D. Volvatkar, Mrs. Ujwala D. Volvatkar and Mr. Vidhyadhar V. Mate.			
4.	Details of D.Ds / P. Os. Submitted 1) Tender Fee 2) Earnest Money Deposit (10% of the offer amount)	Bank	D.D./P.O. No.	Date	Amount Rs. 1000/-
5.	All that landed property bearing Plot No."D" known as "Olligalle" or "Olly-Gally" or "Torly- Gally" under Survey No. 106/5 and 109/6 of village Cotombi within village panchayat of Cotombi Avedem, Taluka Quepem, District of South Goa, State of Goa described in the Land Registration Office under No. 3874 and in the Revenue Office under Matriz No. 828 & 773 admeasuring area 18010 Sq mt. Area of Land :18010 sq. meters. Reserve Price Rs.50.00 lakhs (Rs.Fifty Lakhs Only).	<u>Reserve Price</u> (Rs. in lakhs) 50.00 lakhs		<u>Offer amount</u> (Rs.)	

TERMS & CONDITIONS OF TENDER

1. The tender offer should be accompanied by a non refundable tender fee of Rs.1,000/- per tender and Earnest Money Deposit (EMD) equal to 10% of the offer amount (s), by D.D. / Pay Order drawn on a Scheduled Bank in favour of the above Bank and payable at Panaji D.Ds / P.Os should be purchased by the tenderer only.
2. The offer should be in the prescribed tender document only i.e. this document only. This tender document duly completed should be put in an envelope which should be sealed and superscribed with "Offer from M/s. for purchase of the property of **Mr. Datta D. Volvotkar and/or M/s Vrudhi Buildcon Pvt. Ltd** and the said envelope be dropped in the Tender Box kept in the cabin of the Chief Manager (**Please see Declaration Form**) at the above address during working hours of the Bank **before 5.00 p.m. on or before 17.09.2010**.The successful offerer will have to pay 25% of the offer amount less amount paid as EMD within two working days and the balance amount (s) within 15 days, by D.D. or P.O. in favour of the above Bank drawn on a Scheduled Bank and payable at Panaji, from the date of the offer letter by the Bank. In the event of any default in payment of any of these amounts, or if the sale is not completed by reason of any default on the part of the purchaser, the Bank shall be entitled to forfeit all the moneys till then paid by the purchaser and put up the property in question for resale/disposal in its absolute discretion. Further, all costs, charges and expenses incurred by the Bank on account of such resale shall be borne by the defaulting purchaser who shall also be bound to make good any deficiency arising on such resale and he/she shall not be entitled to make any claim in the event of the property realizing higher price on resale.
3. Tenders will be opened in the cabin of the undersigned at the above address at **11.00 a.m on 18.09.2010** in the presence of the borrowers, guarantors, property owners and the prospective buyers or their authorized representatives who may choose to remain present on the day and time as aforesaid, inter alia, for negotiations for raising their respective offers.
4. Disputes, if any, shall be within the jurisdiction of Goa Courts only.
5. The tenders below Reserve Price and / or not accompanied by the Tender Fee and / or EMD shall be treated as invalid. However, the Bank reserves its right, at its sole discretion, to treat all such or any such tenders / tender as valid / invalid. The EMD will be refunded to the unsuccessful bidders within two months from the date of opening of the tenders. The tenderers will not be entitled to claim any interest if the refund of EMD is delayed for any reason whatsoever.
6. The property offered for sale is on 'as is where is and as is what is & whatever there is' basis. The Bank, therefore, does not undertake any responsibility to procure any permission / license etc. in respect of the property offered for sale or for any dues like outstanding water/service charges, transfer fees, electricity dues, dues of the Municipal Corporation / local authority / Co-Operative Hsg.Society, or other dues, taxes, if any, in respect of the said property.
7. The tenderers are advised in their own interest to verify the area and details of the properties / premises in question and also, the above and any other dues from the respective authorities to their satisfaction before submitting the tenders.

8. Tenders with conditional offers will be treated as invalid. Likewise correspondence about any change in the offers will not be entertained. If any tenderer wishes to give a fresh offer for the assets advertised on or before the last date prescribed for submission of the tenders in the concerned advertisement, he may file a fresh tender with appropriate EMD and Tender Fees.
9. The purchaser will be bound by the regulations of the local / any other authority / Pollution Control Board as applicable in regard to the use of the premises in question.
10. The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, Co-Operative Hsg.Society dues, transfer fee and other charges etc. for transfer of the property in his / her name.
11. If the dues of the Bank together with all costs, charges and expenses incurred by it or part thereof as may be acceptable to the Bank are tendered by or on behalf of the borrower or property holder(s) or guarantor(s) at any time before the date fixed for sale or transfer of the secured assets, the assets in question shall not be sold or transferred.
12. The Bank reserves its right to accept or to reject any or all offer (s) without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the tenderers or to sell the property through private negotiations with any of the tenderers or any other party / parties. The Bank's decision in this behalf shall be final.
13. The Bank will be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary or warranted in the light of the facts & circumstances of the case.
14. The particulars of property (ies) specified in the Schedule hereinabove have been stated to the best of the information of the undersigned, but the undersigned shall not be answerable for any error, misstatement or omission in this proclamation.
15. The amount by which the bidding are to be increased shall be determined by the officer conducting the sale. In the event of any dispute arising as to the amount of bid, or as to the bidder, the property shall at once be again put up to auction.
16. Words and expressions used hereinabove shall have the same meanings respectively assigned to them in SARFAESI Act,2002 and the Rules framed thereunder.
17. The conditions specified in the Public Notice For Sale published for the sale of the above properties in Tarun Bharat and Navhind Times of 03.07.2010 (date) are also applicable. The tenderers are, therefore, advised, in their own interests, to carefully read the said Notices, if they so desire.

SIGNATURE OF THE TENDERER

DECLARATION

Date:

The Authorized Officer,
Bank of India,
Chinchinim Branch,
Olive Arcade,Opp.Our Lady of Hope Church,
Chinchinim,Salcete,Goa-403715.

Dear Sir,

I/We, the tenderer/s aforesaid do hereby state that, I/We have read the entire conditions of the tender and advertisement and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said conditions.

I/We further declare that I/We intend to purchase the above referred assets from the Bank for our own use/business and that the information revealed by me/us in the tender document is true and correct to the best of my/our belief. I/We understand agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the tender submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the Bank and the Bank shall be at liberty to annul the offer made to me/us at any point of time. I/We also agree that after my/our offer given in my/our tender for purchase of this property is accepted by the Bank and I/we fail to accept or act upon the terms & conditions of the offer letter or am / are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and / or fail to fulfill any / all the terms & conditions of the tender and offer letter, the Earnest Money Deposit and any other monies paid by me / us along with the tender and thereafter are liable to be forfeited by the Bank and that the Bank has also a right to proceed against me / us for specific performance of the contract if so desired by the Bank.

Yours faithfully,

For and behalf of

Name of the tenderer

M/s. _____)
(Name & designation)
Authorized Signatory

Address Office :

Residence :

Tel.No. Office :

Residence :

Fax No. :

E-mail address :

Mobile No. :