

REQUEST FOR PROPOSAL (RFP) DOCUMENT

**ISSUED BY NATIONAL LAND MONETIZATION CORPORATION (NLMC) FOR THE SALE OF
RESIDENTIAL FLATS IN PRAYAGRAJ (UP) & KOLKATA (WB)**

RFP No.: NLMC/2024/01

DATED: 22/07/2024

E-Auction

NATIONAL LAND MONETIZATION CORPORATION

Ground Floor, NLMC Hall, Block No. 14, CGO Complex, New Delhi - 110003

REQUEST FOR PROPOSAL (RFP)

**Outright Sale of residential flats owned by
National Land Monetization Corporation Limited (NLMC) at
Prayagraj (UP) & Kolkata (WB)**

THROUGH E-AUCTION

National Land Monetization Corporation Limited (A Govt. of India Enterprise under the administrative control of the Department of Public Enterprises, Ministry of Finance) announces Outright Sale of residential flats owned by National Land Monetization Corporation Limited (NLMC) under Residential Flats, available at Prayagraj (UP) & Kolkata (WB) through e-auction, on "as is where is" basis as per following details:

Complete RFP document and Corrigendum/Addendum if any are available on website of;

<https://www.dpe.gov.in>

<https://www.aubank.in/bank-auction>

NLMC reserves the right to accept or reject the highest bid received or annul this process or withdraw any Residential Flats from auction process of residential flats at sole discretion of NLMC.

Incomplete Application form submitted by the bidder is liable to be rejected.

The prospective bidder (s) must read the Terms and conditions of RFP documents carefully and they should only submit their bid if they consider themselves eligible.

The bidder shall be required to register themselves with E-Auction Partner as provided in this RFP.

**GENERAL MANAGER
NLMC**

DISCLAIMER

The information contained in the concerned Request for Proposal (hereinafter referred to as "RFP") document or subsequently provided to the Bidders, is subject to the terms and conditions set out in the instant RFP document.

The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Eligibility etc. for this Proposal. This RFP does not purport to contain all the information for all the persons, and it is not possible for NLMC, their employees or any of its agencies/consultants/advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. National Land Monetization Corporation (NLMC), their employees & representatives or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability, or completeness of the RFP document. This RFP document is not an agreement and is neither an offer to the prospective Bidders or any other person.

NLMC may in its own discretion, but without being under any obligation to do so, update, amend or supplement the information in this RF

Outright Sale of Residential Flats owned by the NLMC at Prayagraj (UP) & Kolkata (WB)

Through E-AUCTION

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1. BACKGROUND

- 1.1. **National Land Monetization Corporation (NLMC)** is a 100% Government of India owned Company under the administrative control of the Department of Public Enterprises, Ministry of Finance having its Registered Office in New Delhi formed with an objective to undertake monetization of surplus Residential Flats of Central Public Sector Enterprises (CPSEs) and other Government agencies and to own, hold, manage and monetize Land and building assets of CPSEs under closure and surplus Land and buildings of Govt. of India owned CPSEs under strategic disinvestment.
- 1.2. NLMC presently owns 07 residential flats at Prayagraj (UP) & 4 residential flats at Kolkata (WB). For the purpose of this RFP, 11 Residential Flats are available for monetization to the bidder(s) and hereinafter referred to as the "**Said Property**" as depicted in **Annexure- I**.
Further, sale deed will also be signed with successful bidder (s) for each flat wise separately.
- 1.3. The "Said Property" will be handed over to the Successful Bidder (s) on 'as-is where is basis'.
- 1.4. **The Transaction** - NLMC is desirous of selling and transferring to the Successful Bidder, the Said Property, on "as is where is basis" i.e. 'in present condition as it is' and 'No Complaint Basis' (Transaction). In order to give effect to the Transaction, NLMC is keen on identifying the Successful Bidder(s) through an agreed mechanism, i.e., through outright sale of the Said Property from NLMC to such Successful Bidder(s), by Auction Process, to be conducted in such manner as indicated further in this RFP document (hereinafter referred to as the "Document").
- 1.5. National Land Monetization Corporation (NLMC) has appointed an e-Auction partner defined in clause 3.12 further to carry out auction process successfully and identify the Successful Bidder(s) for the Said Property.

2. TENTATIVE SCHEDULE OF BIDDING PROCESS

S. No.	Particulars	Time line
1	Release of Advertisement by NLMC	22.07.2024
2	Download of documents from the web portals: https://www.dpe.gov.in & https://www.aubank.in/bank-auction	From 22.07.2024 to 22.08.2024 Till 18:00 hrs.
3	Inspection of Property (with prior appointment only)	From 26.07.2024 to 21.08.2024 Till 18:00 hrs.
4	Pre-bid meeting	11:00 hrs. on 08.08.2024
5	Last Date of submission of EMD	Up to 22.08.2024 till 17:00 hrs.
6	Period of availability of RFP document on website.	From 22.07.2024 to 22.08.2024 till 17:00 hrs or till the extended period
7	Period of mock e-Auction for the purpose of awareness of the bidders (Interested bidder (s) are required to contact am-nlmc@gov.in	From 19.08.2024 (11:00 hrs) to 21.08.2024 till 17:00 hrs
8	Date of e-Auction	23.08.2024 (11:00 hrs) to 24.08.2024 (11:00 hrs) or till the extended period as per clause 4.7.5 of this document.
9	Issuance of Acceptance Letter to the Selected Bidder	From 04.09.2024 to 11.09.2024
10	Last Date of Registration	Up to 22.08.2024 till 17:00 hrs.

3. DEFINITIONS

- 3.1 The word NLMC wherever it appears shall mean National Land Monetization Corporation (NLMC) or its authorized representative.
- 3.2 **BID** wherever used shall mean the bid submitted by the Bidder in accordance with this RFP.
- 3.3 **BID DOCUMENT** comprises the terms and conditions of the bid, the bid form, the schedule of the property, model letters if any to be submitted and other terms and conditions etc., along with the bid form wherever applicable.
- 3.4 **BIDDER** is the person/entity who submits the Bid for purchase of the Said Property by quoting its price. This may be an individual person/ company/ LLP/ partnerships/ society/ trusts etc. 'Bidder' shall also mean and include 'Bidder', 'Tenderer' or similar terms which convey the same meaning. The Bidder can only be a single entity.
- 3.5 **AUTHORIZED REPRESENTATIVE** is the person authorized by the Bidder to submit the Bid document on his/her/its behalf provided that the Bidder cannot be represented by a real estate agent. Such Authorized Representative may either hold a Power of Attorney or Board Resolution as may be applicable, issued in his/her/its name by the Bidder supported by a specific letter, attesting the signature of the Authorized Representative.
- 3.6 **PROSPECTIVE BIDDER(S)** are all the Bidder(s) who bid for the Said Property in accordance with this RFP.
- 3.7 **SUCCESSFUL BIDDER** is the Bidder who has quoted the final H-1 (Highest Bid Amount) for the said property at the e-Auction stage and who has been found suitable after screening by NLMC basis due diligence including KYC verification and fulfillment of laid criteria for execution of documents for sale.
- 3.8 **SAID PROPERTY** is 7 residential flats at Prayagraj (UP) & 4 residential flats at Kolkata (WB). For the purpose of this RFP, 11 Residential Flats are available for monetization to the bidder(s) and hereinafter referred to as the "Said Property" as depicted in **Annexure- I**. Further, sale deed will also be signed with successful bidder(s) for each flat separately.
- 3.9 **ACCEPTANCE DATE** is the date of letter communicating acceptance of the bid by NLMC to the Successful Bidder(s) as the case may be.
- 3.10 **ACCEPTANCE LETTER** is the letter issued by NLMC to the Successful Bidder(s) after screening and evaluation, and upon approval of the bid made by the said Bidder(s) by NLMC.

3.11 **GOVERNMENTAL AUTHORITY** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, having jurisdiction pursuant to the applicable Laws, including but not limited to any authority which has, or would have, any jurisdiction in relation to any activities of NLMC or over Said Property.

3.12 **E-Auction Partner** shall mean appointed advisor / consultant by NLMC to assist them in works related to bid process management and conclusion of transactions related to the said property. The E-Auction Banking Partner for the Said Property is M/s. AU Small Finance Bank Limited.

4. **BIDDING PROCESS AND ELIGIBILITY CRITERIA**

NLMC, a Govt. of India Enterprise announces sale of Residential Flats available at **Prayagraj (UP) & Kolkata (WB)** on "as is where is" basis through e-Auction with the condition that the successful bidder has to bear all costs pertaining to Stamp duties, applicable taxes, etc. as applicable for purchase of the Flats.

Corrigendum, if any, shall only be available on website of NLMC, i.e., **www.dpe.gov.in & <https://www.aubank.in/bank-auction>**, by the means of updating of this document. Prospective bidders are requested to download a fresh copy of this document at least SEVEN (7) days before the auction as all information will be updated herein.

NLMC reserves the right to accept or reject the highest bid received or annul this e-Auction process or withdraw any Flat from the proposed e-Auction at any time without assigning any reason whatsoever and without assuming any liability, responsibility, obligation and recourse to or of NLMC.

The intending bidder must read all the documents of sale/purchase including terms and conditions of sale/purchase as mentioned in this offer document carefully and he/she/it should only submit his/her/its bid if he/she/it considers himself/herself/itself eligible. NLMC shall not be liable in any manner for any mistake in interpretation of any term by the bidder(s) failure to seek any clarifications from NLMC which may be necessary.

Sr. No.	Particulars	Amount
1	Cost of offer document	Free of Cost
2	Registration Fee (Non-refundable) and Payment shall be made through online payment gateway available at https://aubank.enivida.com	Rs. 1000 plus 18% GST
3	Auction Processing Fee	Free of Cost

Note:

1. GST invoice will be generated in the system/portal once Auction Processing Fee payment is made by the Bidder and the same can be downloaded by bidder.
2. The bidder shall be required to register with M/s AU Small Finance Bank Limited (for holding e-auction).
3. During live bidding, only payments via card, net banking or UPI will be accepted.

4.1. Pre-Bid Meeting & EMD:

- 4.1.1 Earnest Money Deposit (EMD), as per Annexure-I of RFP, is required to be deposited for participation in bid, through RTGS/NEFT/e-Payment. **EMD to be paid online using available e-Payment gateway on the portal <https://aubank.enivida.com>.** EMD in any other form shall not be accepted.

Submission of EMD by the Bidder will be treated as that Bidder has understood and accepted all the Terms and conditions of the latest RFP document along with Corrigendum / Addendum if any.

4.1.2 Details of the payment of EMD as below is to be mailed at AM-NLMC@GOV.IN

Sr. No.	Particulars	Details
i)	Name of Applicant with Registration ID	
ii)	Contact Ph No.:	
iii)	E-mail ID:	
iv)	Amount of EMD	
v)	Details of payment of EMD	
vi)	Bank Account No.	
vii)	IFSC code No.	
viii)	Bank Name	
ix)	Branch Name & Address	

4.1.3 The EMD of the bidders other than highest bidders will be refunded back without any interest.

4.1.4 EMD of highest bidder (to be termed as 'Successful Bidder(s)' after issuance of Acceptance letter by NLMC), shall be treated as part payment towards sale of the Residential Flats and shall be adjustable in the consideration value as per details mentioned in the 'payment schedule'.

4.1.5 Pre-bid meeting of the Said Property will be scheduled at NLMC HQ at **Room No. 309, 3rd Floor, Block No. 14, CGO Complex, New Delhi - 110003** on the date mentioned in the tentative schedule of bidding process section of this RFP. Bidders are expected to submit the queries through mail to the **AM-NLMC@GOV.IN.** before **Pre-Bid** meeting.

4.2. Registration:

4.2.1 Bidders are required to upload the following documents using Digital Signature key as a token of Acceptance of Terms and conditions of RFP for Registration before making payment of EMD.

- i) Digitally signed Latest RFP document along with Corrigendum / Addendum if any.
- ii) Digitally signed Application form duly filled along with enclosures as per Annexure-II.

4.2.2 Link for Registration manual is available on <https://aubank.enivida.com>. Click 'Bidder Enrolment' link available on the homepage of this website to get registered and avail User ID & Password.

• Contact Details of Helpdesk for Registration/Auction Support are:

Sr. No.	Organization	Name	Designation	Contact No.	Email ID
1	AU Small Finance Bank Ltd.	Rohit Singh (for Kolkata properties)	BOSM	8905222092	rohit.singh18@aubank.in
2	AU Small Finance Bank Ltd.	Rakesh Tripathi (for Prayagraj properties)	BOSM	8306004336	rakesh.tripathi1@aubank.in

3	AU Small Finance Bank Ltd.	Mr Narendra Kumar (For escalations)	Product Manager	8130089865	Narendra.kumar23@aubank.in
4	National Land Monetization Corporation	1. Shashi Kant 2. Ajay Modi	Assistant Manager's	9557352295/ 7840000686 (respectively)	sk-nlmc-dpe@gov.in am-nlmc-dpe@gov.in

● **Contact Details of Helpdesk for Digital Signature Certificate are:**

Contact No. 9355030629/21/30/17/16

● **Contact Details of Helpdesk for queries related to E-Auction Portal are:**

Contact No. 011-49606060 or 9355030616/17/30/21

● **Contact Details of Helpdesk for Technical Queries are:**

E-Mail: enividahelpdesk@gmail.com

Note: Bidder can register till 1 (ONE) hour before the scheduled closure of the e- auction However, bidders are advised to register early to avoid possible delays at late hours.

4.3. Auction details:

4.3.1 THE STARTING PRICE/RESERVE PRICE PER SQ. FT. OF DIFFERENT ASSETS FOR E-AUCTION IS AS INDICATED AT ANNEXURE I.

4.3.2 The Bidders who are participating in the e-Auction shall submit their bids at reserve price or with a minimum increment of Rs 50/- (Rupees Fifty only) per sq ft. over and above the starting Price. (For example, if base price per sq ft is Rs. 10,000/-, then a bidder can bid Rs 10,050/-, 10,100/-, etc. If the bidder chooses to bid Rs 10,050/-, the next bidder can bid Rs 10,100/- or higher in multiples of Rs. 50/- per sq ft.

4.4. Eligibility Criteria:

4.4.1 The Buyer should be legally competent to enter into Contract for purchase of property as per Indian Contract Act 1872 and should not be barred under any other law.

4.4.2 Bidder should not be a minor or an undischarged insolvent or of unsound mind.

4.4.3 The Buyer may be an individual person, registered/unregistered partnership firm/ Limited Liability Partnership (LLP), trust, registered co-operative society, incorporated public or private limited company under Companies Act, 2013, State Governments, Central Govt. Departments, Public Sector Undertakings/ Govt. Autonomous Bodies etc.

4.4.4 In case the application is being submitted by an entity (other than an individual i.e. a firm/ company/etc.), the application shall be accompanied by inter-alia, a duly executed Power of Attorney (**format enclosed as Annexure-IV**) signed by functional directors or Board Resolution etc.) in favor of the Authorized signatory.

4.4.5 In case of an application made on behalf of a company or a partnership firm or registered co-operative society or trust, the Application shall be, inter-alia, accompanied by a notarized copy of the deed, MoA, AoA, certificate of incorporation/ registration with concerned Government authority and such other charter documents as may be relevant thereof along with Authorization Letter.

4.4.6 In case of application made by a minor, it should be through legal or natural guardian. In case of a minor, age proof and name of guardian is required along with submission of proof of guardianship.

4.4.7 Non-resident Indians (NRIs), subject to eligibility as per applicable laws to be determined and satisfied by themselves, can also participate after fulfilling the eligibility criteria.

4.5. Inspection of Site and Documents:

4.5.1 The Said Property may be inspected as per the schedule given under "Tentative schedule of Bidding Process" during office hours in the presence of NLMC Officials/representatives. In this regard, Registered Bidders may contact:

Sr. No.	Organization	Name	Designation	Contact No.	Email ID
1	AU Small Finance Bank Ltd.	Mr Narendra Kumar (For escalations)	Product Manager	8130089865	Narendra.kumar23@aubank.in

4.5.2 The sale of the Said Property is on 'as is where is basis i.e. 'in present condition as it is' and 'No Complaint Basis' and the principle of caveat emptor will apply. For inspection (allowed for registered bidders only) with prior appointment only, the interested Parties (or their Authorized Representative) should produce their Photo ID Card to the representative of NLMC and produce a copy of this RFP downloaded from the Website. The Buyers are expected to satisfy themselves about the location of the Said Property, title of the Said Property, statutory approvals and other details before submission of application for purchase of the said property. The submission of the Application shall be an acknowledgment of the Buyer having satisfied itself of the proposal in all respects. All costs and expenses associated with the Due Diligence (DD) of the Said Property shall be borne entirely by the respective Bidder(s).

4.6. Payment Schedule:

4.6.1 The buyer shall strictly adhere to the following payment schedule:

Installment		Amount payable (Total quoted amount)
No.	Description	
EMD	For participation in e-auction	EMD (i) is subjected to nearest rounding off figure.
1 st	Within 10 days of issuance of Acceptance Letter (including Sundays & Holidays)	10% of the highest bid price x Built-up Area of the flat in Sq ft, with applicable taxes (other than EMD)
2 nd & Final	Within 60 days from the date of issuance of Acceptance letter (including Sundays & holidays)	Balance of the highest bid price x Built-up Area of the flat in Sq ft, with applicable taxes.

4.6.2 In case the day of payment happens to be Sunday or bank holiday then it shall be deposited by next working day. Any further extension shall be at sole discretion of NLMC.

4.6.3 Buyer can make payments early/in advance (if so desired), and no prepayment charges will be

levied.

- 4.6.4 The stamp duty, registration charges, GST if applicable and any other statutory charges/dues/taxes as levied by the Central Government/State Govt./Local Bodies shall be payable additionally solely by the Successful Bidder.
- 4.6.5 All betterment charges or development levies, if any, charged by Govt. or local authorities shall be borne by the Successful Bidder.
- 4.6.6 **Default in payment of sale value:** If the Successful Bidder does not pay the 1st Installment (other than EMD) as payable within 10 days of issuance of Acceptance Letter (including Sundays & Holidays), then EMD amount will be forfeited. Second & final Installment needs to be paid in one go and any part-payment will not be accepted during the aforesaid period of 60 days. If any Installment/amount is due/not paid during the 60 days' time period, then the Acceptance Letter shall be automatically terminated and the EMD and payments made by the bidder lying in any form with NLMC or Auctioning Agency shall automatically stand forfeited without prejudice to the right of NLMC to dispose of the Said Property at the risk and cost of the Successful Bidder without any notice to the bidder. NLMC/ Auctioning Agency shall not bear any responsibility for delay in submission of payment by the bidder on account of not getting or delay in financial assistance from Banks/financial institutions etc.
- 4.6.7 In case, NLMC cannot handover any of the above referred Flat due to any reason, in that case, the entire amount deposited by the Buyer will be returned back without any interest.
- 4.6.8 **Mode of Payment:** Subject to the terms of this RFP, Successful Bidder shall make all payments, within the stipulated time as mentioned in the Payment Plan through RTGS/NEFT/e-Payment in the account having the following details:

A/c Name:	National Land Monetization Corporation Limited
A/c No.:	2402245656052591
Bank Name:	AU Small Finance Bank Ltd.
IFSC Code:	AUBL0002456
BSR Code	211001V
MICR Code	110765022
Branch address:	24, Ring Road, Lajpat Nagar IV, Delhi 110024

4.7. E-Auction Methodology and Terms

- 4.7.1 The bidding shall be for sale price per Sq ft of Built-up Area of the flats. The Bidder(s) are required to quote the sale price in the e-Auction equal to or over and above the reserve price.
- 4.7.2 The EMD amount for each flat is mentioned in Annexure-I of RFP. A Bidder is required to pay EMD for at least 1 (ONE) flat/unit/plot from the above referred assets. However, Bidders can switch during live bidding for any other interested Residential Flats having EMD value equal or lesser only, If the Bidder wins/becomes the highest bidder for a particular flat, he will not be eligible to bid for other opted flats with the same EMD.
- 4.7.3 Bidder paying highest individual EMD as mentioned in Annexure-I of RFP is eligible for participating in auction of all the flats. However, he could become highest bidder in other properties only, if the bid capacity is left after that will not be eligible for other flats.
- 4.7.4 If a Bidder has deposited EMDs for multiple flats, they can become the highest bidder for a

number of flats equal to the number of EMDs they have deposited, up to their total bid capacity. During the live auction, if a bidder wishes to increase their bid capacity, they can select the property and pay the EMD. Once the payment is successfully updated on the portal, the bid capacity will increase accordingly.

- 4.7.5 During the-Auction process, in case any bid is given within the last 10 minutes' period before closing of bid, then an extension of time of 10 minute(s), shall become due automatically and this extension in period shall continue till no fresh bid is received in last 10 minutes period from the scheduled/extended period of closing of bid. If no fresh bid is received in last 10 minutes' period from the scheduled/extended period of closing of bid, then bid shall get automatically closed.
- 4.7.6 NLMC reserves the right to defer/ cancel/ alter/ amend/modify/add the terms & conditions of sale at any stage prior to the date of e-Auction, without assigning any reasons whatsoever; and/or accept/reject any or all or withdraw any Residential Flats from sale at any stage prior to issuance of allotment letter, without assigning any reason. Any amendment made will form part of the terms and conditions and no individual intimation will be sent to the bidders. Bidders are advised to download a fresh copy of this document as mentioned under "Tentative schedule of Bidding Process" section of this RFP.
- 4.7.7 The bidders are not permitted to withdraw/ modify/ surrender/ cancel the bid once the process of bidding is concluded and in case the bid is withdrawn/modified or surrendered then the EMD and other payments made by the bidder shall be forfeited. This shall be without prejudice to other rights or remedies that may be available to NLMC.

4.8. Acceptance / Rejection of the Bid

- 4.8.1 The acceptance of the highest e-Auction bid shall be at the sole discretion of NLMC, even if amount equivalent to 10% of the highest bid has been remitted by the successful bidder. NLMC does not bind itself to confirm to the highest bid & reserve its right to reject all or any of the bids without assigning any reasons, whatsoever and the decision of the NLMC in this regard shall be final and binding to the bidders. In case of cancellation/ non -acceptance of bid or rejection of the offer by NLMC, the EMD of the highest bidder, shall be refunded without any interest.
- 4.8.2 After refund of the money, the Successful Bidder agrees that it shall not have any right and/ or claim, whatsoever it may be, against NLMC and that NLMC shall be released and discharged from their respective obligations and liabilities under this RFP or consequent thereto.

4.9. Issue of Allotment Letter to the Successful Bidder:

The allotment letter will be issued by NLMC to the Successful Bidder after acceptance of the bid. The Successful Bidder is required to deposit the balance bid amount and other due payments through bank transfer/e-Payment as per payment schedule.

4.10. Interpretation of Clauses of this Document:

- 4.10.1 All or any disputes arising out of or touching upon in relation to the terms and conditions of this RFP, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion.
- 4.10.2 In case of doubts or disputes or in respect of any matter not provided for in these terms and conditions and in case of any dispute regarding payment/registration of the Said Property or any other matter relating to this e-Auction, the decision of NLMC shall be final and binding.

4.11 H1 Bidder (s) are required to submit the following documents both in soft & hard

copies duly signed to NLMC and as follows;

1. Power of Attorney duly filled and notarized as per **Annexure-IV**, if applicable.
2. Authorization & Undertaking as per **Annexure-V**, wherever applicable.
3. Affidavit as per **Annexure-VI**.

Above documents to be submitted as:

Form/ Copy	From the closure of e-auction, within in Nos of working days as mentioned below		Address of NLMC
	Bidder (s) from India	Bidder (s) from outside India	
Soft copy (Email Id)	SEVEN (7) days	TEN (10) days	AM-NLMC@GOV.IN
Hard Copy (Address)	TEN (10) days	FOURTEEN (14) days	The General Manager National Land Monetization Corporation (NLMC) Ground Floor, NLMC Cell, Block No. 14, CGO Complex, New Delhi - 110003

Note:

- i) In case H1 bidder (s) fails to submit soft/hard copies of documents as above, NLMC may consider and grant additional three days' time, in case of request by any H1 bidder. If any H1 bidder do not submit documents by the given date and time, NLMC reserves the right to forfeit EMD and disqualify the bidder from the sale process of the said property.
- ii) NLMC shall not bear any responsibility for delays on account of internet/network issues or postal/courier delays etc., in receipt of the above-mentioned documents.

5. SPECIFIC INSTRUCTIONS

5.1 Sale:

The subject property is as described in **Annexure-I** shall be sold and purchased as per provisions of the Transfer of Property Act,1882.

5.2 Prospective Bidder(s):

5.2.1 This document is being issued for inviting bids from prospective Bidders/ interested parties ("**Prospective Bidder(s)**") to submit their bid for purchasing the Said Property of NLMC.

5.2.2 Prospective Bidders are required to carefully read the contents of the Document and to submit their bid, as well as the information and documents prescribed in this Document.

5.3 E-Auction Date & Results Date:

5.3.1 The e-Auction commencement date/ closing date shall be as mentioned in the RFP and on the e-Auctioning portal.

5.3.2 E-Auction Results/Status must be personally seen by the Bidders online through <https://aubank.enivida.com> immediately after closing of e-Auction which will be displayed up to 7 (Seven) calendar days from the date of Closing of e-Auction.

5.3.3. The Highest (H-1) bid received in the e-Auction will be subject to approval by NLMC. The right of acceptance & rejection of the H-1 bid lies entirely with the NLMC. In the event of non-acceptance of H-1 bid, NLMC will communicate the non-acceptance to the Auctioning Agency and the pre-bid EMD without interest shall be returned to the H-1 bidder by NLMC/ Auctioning Agency.

5.4 Successful bidder's inability to conclude the transaction:

In the event Successful Bidder is an individual (person) and is unable to complete the transaction process of the Said Property as per the terms of the e-Auction for any such reason as the death of the person, it shall be the responsibility of his/her legal heir/assignees (successor) to adhere to the terms of e-Auction and complete the sale process in accordance with the e-Auction terms. In case the successor of the Successful Bidder(s) decides to pull out of the transaction, for whatever reason, the Pre-bid EMD and all other further payments made by the bidder (if any) will be forfeited.

5.5 Execution of Sale Deed:

The Sale Deed shall be executed on the receipt of entire sale consideration and subject to compliance of all terms and conditions contained in this document by the Successful Bidder (s) and shall remain subject to the exclusive jurisdiction of the Courts in New Delhi under applicable laws.

All costs, charges, taxes, cess surcharges and expenses incidental to and in relation to the sale including all costs incidental to the agreement to sale/purchase and other writings, if required to be made in pursuance thereof, stamp duty, registration fee, other charges etc., shall be borne and paid by the Successful Bidder alone.

Provided that, in the absence of any provision in the applicable laws in this regard and fulfilment of all requisite obligations by the Successful Bidder (s) for execution of Sale Deed, the Sale Deed in favour of the Successful Bidder shall be executed by NLMC within **60 days** from the date of receipt of full & final sale consideration.

5.6 Construction/Resale/Lease/Sub-Lease by the Successful Bidder:

The Successful Bidder(s) will not be allowed possession or any type of construction (permanent or temporary) including clearing jungle/trees/making approach roads, boundary wall, fencing, gates, lights, etc. till the execution of sale deed.

The Successful Bidder(s) shall not have the right to sale/re-sale/lease/sub-lease/ license, or otherwise give possession, pursuant to any other valid legal instrument, of the Flat or any portion thereof to any third party, till the execution of sale deed.

5.7 Handing over / Procedure for taking possession:

Upon execution of the sale deed, the possession of the block / plot will be handed over to the successful bidder within 15 days of execution of the sale deed.

5.8 Holding Charges:

The possession of the Flat allotted shall have to be taken over by the Successful Bidder as per **clause no. 5.7** above, failing which "Holding Charges" @ Rs 10.00 per sq. ft. of Built-up Area per month shall be charged for the entire period of delay.

During the aforesaid period of delay in taking possession of the Residential Flats by the Successful Bidder, the Flat shall continue to be in possession of NLMC at the sole risk, liability, responsibility and cost of the Successful Bidder w.r.t. its physical condition during such period of delay.

5.9 Virtual Data Room:

The Prospective Bidders will be provided access to a virtual data room through an e-mail link by NLMC within ONE working day of Registration by bidders for verification of relevant documents pertaining to the said property subjected to any technical issue which may cause delay.

5.10 Clarifications:

The bidder requiring any clarification on the bid document may notify NLMC in writing at least Seven (7) days prior to the scheduled date of e-Auction. No request for clarification shall be entertained thereafter. NLMC shall try to send the clarifications on the email address of intending bidder along with posting the clarifications on <https://www.dpe.gov.in> or <https://www.aubank.in/bank-auction>. However, if the bidder participates in the e-Auction then it shall be presumed that no query of the bidder remains unanswered, even if no reply has been sent by NLMC.

5.11 Validity of Bids:

All the bids will be valid for **90 (Ninety) days** from the date of closing of e-Auction, excluding the date of closing. In case the 90th day falls on a holiday or remains closed, such Bids will be deemed to be automatically extended to be valid up to the next working day. NLMC may however request the Bidders to extend the validity of their Bids for a specified additional period. The Bid Validity Period of the Successful Bidder(s) shall stand extended till the date of execution of the Sale Deed.

6. GENERAL INSTRUCTIONS

- 6.1. Sale process of the said property shall be carried out by NLMC or its Authorized Signatory or representative as per the terms and conditions mentioned hereunder, in any case they may alter the same, if required, with prior intimation, for best results and best practices.
- 6.2. The terms and conditions of this RFP and Acceptance Letter shall be valid upto the date of registration of the property in favor of the Successful Bidder.
- 6.3. **Caution in Submission of Bid:** The Bidder shall be solely responsible for all consequences arising out of the bid submitted by them (including any wrongful bidding by them) and no complaint/representation will be entertained by Auctioning Agency/ NLMC in this regard. Hence Bidders must be careful to check the starting price/ increment value/ bid amount (including No. of '0's/ No. of Digits etc.) their bid (if required) before submitting their Bid into the e-Auction by clicking the 'Bid' Button. There is no provision for putting Bids in decimals. During e-Auction, only details will be shown under Said Property on the Auction Floor where Bidders are required to bid. The complete Item details can be seen by the Bidders by clicking on the respective Item hyperlinked and it shall be the responsibility of the Bidders to see the Said Property details before bidding and no representation / complaint in this regard will be entertained by Auctioning Agency/ NLMC from the Bidders.
- 6.4. The Bidder(s) shall have no right to request for issue of any addendum / corrigendum to these terms and Conditions to clarify, amend, supplement, or delete any of the conditions, clauses or items stated therein.
- 6.5. In case of postponement due to exigency, the same will be informed to the bidders through a notification on DPE/ NLMC website <https://www.dpe.gov.in> or <https://www.aubank.in/bank-auction>
- 6.6. Non-resident Indians (NRIs), subject to applicable laws to be determined and satisfied by themselves, can also participate after fulfilling the eligibility criteria (such as Aadhar Card, PAN Card, PIO card, OCI card, Current address proof, Passport, Address proof of Residence in India, attested signature from any of the Nationalized Banks in India where individual is the Account Holder) required under Indian Laws for proof of NRI. Any NRI, found successful, shall be required to make all payments in Indian Currency and shall follow Indian Laws for all such matters. Further, relevant laws, rules & regulations, and other specific guidelines as per the latest notification of the Government of India will be applicable.
- 6.7. The Bidders shall get the title documents executed in his/her name only and any benami transactions are prohibited under The Benami Transactions (Prohibition) Act, 1988.
- 6.8. The Bidders shall evaluate and ensure that they are permitted to invest under applicable laws to the extent they propose to participate.
- 6.9. It is the sole responsibility of the bidder to ensure complete compliance with all the laws applicable to it (including the Foreign Investment Laws) and to obtain all the approvals from

relevant authorities required for completion of the transaction. It is further clarified that in case the bidder is not able to complete the transaction within stipulated time because of not obtaining any required approval, it shall be considered as a breach and failure of the Bidder and as a result the EMD and other payments made by the bidder shall be forfeited and the Bid would stand cancelled.

- 6.10.** All rates, taxes, charges, fees, assessment and other levies, cost of registration, stamp duty etc., of whatsoever nature shall be paid by the Successful Bidder to the concerned authority/body.
- 6.11.** It shall be the responsibility of the Successful Bidder to obtain all the necessary permissions in relation to any development on the Said Property and to make payment of the necessary fees, taxes or any other dues in relation to the Said Property. It shall be the responsibility of the Successful Bidder to have service connection secured from the respective organizations for electricity, water supply & drainage and at their own cost. NLMC will not take any responsibility in this regard.
- 6.12.** After the full payment of Sale Consideration by the Successful Bidder, all the approvals, consents, licenses, permissions required for effectively transferring the Property to the Successful Bidder shall be responsibility of the Successful Bidder only, provided however, NLMC shall be responsible to provide all the relevant internal approvals/ permissions/ consents on which NLMC has control and necessary authority to Successful Bidder.
- 6.13.** All the correspondence will be made to the address/e-mail (of bidder) as appearing in the registration with Auctioning Agency. It shall be the responsibility of the bidder to keep their e-mail ID valid.
- 6.14.** The bidders must satisfy themselves as to the correctness/ accuracy of the particulars of the property printed/readout or verbally declared. Additionally, the bidder must satisfy themselves on all aspects pertaining to the Said Property prior to bidding and they will not have any recourse after the submission of the bid for any deficiency in the documents or title of the property. No complaint, whatsoever, in this regard would be entertained after the submission of the bid.
- 6.15.** The bidder who submits the bid shall be deemed to have full knowledge of the condition of the Said Property, relevant documents, information, etc. whether they actually inspect or visit the Said Property and verify the same or not. The bidders shall be deemed to have inspected and verified the Said Property to their entire satisfaction and for the purpose, bidders may, in their own interest and at their own cost, verify the area of the Said Property, before submitting the Bids. The bidders may carry out their own due diligence in respect of the Said Property at its own cost without hampering the peaceful possession and title of the said property.
- 6.16.** It shall be presumed that the bidder has satisfied themselves about the title documents pertaining to the Said Property, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the Said Property and that the bidders concurs or otherwise admits the identity of the Said Property to be purchased by them notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the Said Property and their conditions.

- 6.17.** In case of any electrical lines, drainage, communication cables, devices, water supply lines are passing through the Flat, the Successful Bidder should get it shifted with respective departments at their own cost and expense by paying necessary fees to the appropriate authorities. NLMC shall not take any responsibility in this regard.
- 6.18. Addresses for Communication:** All notices related to this Bid including Clarifications/Amendments/Addendums to the Bid document shall be available on <https://www.dpe.gov.in> ; <https://www.aubank.in/bank-auction>
- 6.19.** The Successful Bidder must meet the Eligibility Criteria on the date of submission of the Bid and must continue to be eligible throughout the transaction until its completion. Successful Bidder shall have the obligation to immediately notify NLMC on it becoming ineligible any time during the transaction. In the event of any Successful Bidder getting disqualified or not meeting the eligibility criteria, such Successful Bidder shall not be permitted to continue to participate in the transaction and bid for such bidder may be terminated without any loss to NLMC.
- 6.20.** Interested participants may share, written pre-bid queries at least 7 (Seven) days prior to the scheduled date of e-Auction.
- 6.21.** The details of Said Property displayed under view for the forthcoming auctions on Auctioning Agency's e-Auction website are tentative and subject to change at the sole discretion of NLMC before the start of e-Auction.
- 6.22. Property Tax and Other Taxes:** The Successful Bidder shall be responsible for making payment of property tax and all other applicable taxes with respect to the Flat to the concerned statutory authority from the date of handing over of possession of the Flat.
- 6.23. Compliance with Statutory Regulations:** The Successful Bidder shall comply with all statutory provisions, rules & regulations, bye- laws etc., in all respects, including payment of all fees, taxes in accordance with the provisions of any Central or State enactment/ notification, ordinance or other Statute, or any regulation or bye law of any local or other duly constituted authority in force from time to time.
- 6.24. Misrepresentation/Fraud/Breach of Terms and Conditions:** If it is discovered at any point of time that the Successful Bidder has purchased the Flat by suppression of any material fact, misrepresentation or fraud, NLMC reserves the right, at its discretion, to cancel the allotment and/or revoke the agreement to Sale/Purchase and the EMD and all other amounts paid by the Successful Bidder shall be forfeited. NLMC shall also be entitled to take over possession of the Flat from the Successful Bidder. In such an event, the Successful Bidder will not be entitled to any compensation whatsoever, or refund of any EMD or any other amount paid by them and NLMC at its sole discretion shall re-sale the Flat.
- 6.25. Area and Survey of the Asset:**
- 6.25.1. The areas/extents given are indicative only as extracted from sale deed/ layout plan and may vary as per local conditions / statutory authorities. Successful Bidder may get the survey done

(if so desired) at their own cost at the earliest and in any case, before payment of the final installment. No claim whatsoever on account of areas of the Flat will be entertained after depositing the final installment.

- 6.25.2. In case it is found that the actual area derived as above is higher than the area indicated in the RFP, the Successful Bidder (if so desired) may purchase that additional area as per the unit rate calculated on pro rata basis derived from his quote, if agreed to be sold by NLMC.
- 6.25.3. Similarly, if it is found that the actual area is less than the area mentioned in the RFP, the revised area will be calculated by multiplying the actual area with the unit rate of Flat, calculated on pro rata basis, from the quoted rate.
- 6.25.4. In case the actual area is found to be less than 75% of the area shown in the RFP, the bidder if so, desires can withdraw from purchasing and in that case, all the amounts paid by the bidder will be returned back without any interest.
- 6.25.5. In case of any ambiguity in the areas surveyed by the Successful Bidder and the area mentioned, a combined survey may be undertaken jointly by the Successful Bidder and the NLMC and in that case, the cost of any such survey shall be borne equally by the NLMC and the Successful Bidder. The area that may be worked out from the joint survey of the Successful Bidder and the NLMC shall be binding on the parties.
- 6.25.6. NLMC shall not be held responsible in any manner with respect to schedule or surrounding developments in terms of sale deed or layout plan.
- 6.26.** NLMC shall pay all outgoing/dues whatsoever pertaining to the Flat to Competent Authorities before transferring the physical and peaceful possession by NLMC to the Successful Bidder. If NLMC does not pay all or any of the outgoings /dues before transferring the Flat to the Successful Bidder, NLMC shall be liable, even after the transfer of property to pay such outgoings /dues pertaining to the Flat, till the date of transfer.
- 6.27.** Without prejudice to the other rights that NLMC may have under this RFP and/ or under the applicable laws, if the Bidder delays in payment towards any amount which is payable by them in terms of this RFP, the allotment would stand cancelled automatically and nothing is payable to the Successful Bidder.
- 6.28. Compliance of Laws Relating to Remittances:** The Bidder, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide NLMC with such permission, approvals which would enable NLMC to fulfil their obligations. Any refund, transfer of security, if provided shall be made in accordance with the provisions of FEMA or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The

Bidder understands and agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/ it may be liable for any action under FEMA or other applicable laws, as amended from time to time.

- 6.29.** NLMC accept no responsibility in regard to matters specified in RFP. The Bidder shall keep NLMC fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Successful Bidder, it shall be the sole responsibility of the Successful Bidder to intimate the same in writing to said representative of NLMC immediately and comply with necessary formalities if any under the applicable laws. NLMC shall not be responsible towards any third-party making payment/remittances on behalf of any Successful Bidder and such third party shall not have any right in the application/allotment of Flat in any way and NLMC shall be issuing the payment receipts in favor of the Successful Bidder only.
- 6.30. Adjustment/Appropriation of Payments:** The Successful Bidder authorizes NLMC to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Successful Bidder for the rights over the Flat, if any, in its name and the Successful Bidder undertakes not to object/demand/direct NLMC to adjust its payments in any manner.
- 6.31. Time is Essence:** Time is of essence for NLMC as well as the Bidder. NLMC shall abide by the time schedule for handing over the Flat(s) to the Successful Bidder. Similarly, the Successful Bidder shall make timely payments of the installments of Total Sale Premium and all other dues, taxes payable by him in terms of the Payment Plan and meeting its other obligations under this RFP.
- 6.32. Dispute Resolution/Arbitration:** Subject to the provisions of Clause 4.10, any dispute between NLMC (disputes pertains to Auction methodology and process) and the Successful Bidder arising out of or in connection with the Acceptance Letter issued to the Successful Bidder (s), shall be referred to and finally resolved through arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.

The Arbitral Tribunal shall consist of a sole Arbitrator.

The aforesaid Arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') of India and the statutory modifications/ amendments thereto.

The seat and venue of Arbitration shall be at New Delhi. The language of Conciliation/ Arbitration shall be English.

The award made in pursuance of above shall be a reasoned award and shall be final and binding on both the parties.

Both parties agree that neither party shall be entitled to any interest on the claim(s) in any arbitration and in Court of Law.

The courts at New Delhi, with the exclusion of all other courts shall alone have jurisdiction over all matters. The governing law shall be Laws of India.

In the event of any dispute or difference relating to the interpretation and application of the provisions of contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations other than disputes related to taxation, such dispute or difference shall be taken up by either E/DSC party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated. 22.5.2018 and any other instructions/guidelines issued from time to time.

- 6.33. Force Majeure:** NLMC or any other Govt. agency shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, pandemic, go-slow, lockout, closure, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government's actions, civil commotion, breakdown of machinery, terrorism, shortage of labor 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 Government to extend the time of performance on the part of NLMC by such period as may be necessary to enable NLMC 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. NLMC shall not give any indemnity with respect to the Said Property.
- 6.34. Saving Clause:** If any provision of this RFP, or the application of such provision to any person or circumstance, is held invalid in accordance with law, the remainder of this RFP, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Annexure – I

Property Details:

Sl. No.	Details of Flats	Area, Sq. fts.	Value /Sq. ft. (Rs.)	Reserve Price (Rs.)	Pre-Bid Rounded Off EMD (Rs.)	Property Boundaries
1	Flat No.-17, Block No. A, HIG, IInd Floor, Agnipath Housing Scheme, T.B. Sapru Road, Civil Lines, Prayagraj, U.P.	1,038.61	8,053.03	83,63,950	2,51,000	8 ft. Common Passage on North. Flat No 18 on West.
2	Flat No.-19, Block No. A, HIG, IInd Floor, Agnipath Housing Scheme, T.B. Sapru Road, Civil Lines, Prayagraj,U.P.	1,206.53	8,053.17	97,16,350	2,92,000	8 ft. Common Passage on East. Flat No-20 Block A on North.
3	Flat No.-36, Rachna-1, Block No. C, HIG, IInd Floor, Juhi Housing Scheme, Muir Road, Prayagraj, U.P.	1,153.89	5,200.50	60,00,800	1,80,000	8 ft. wide common passage and stairs on West.
4	Flat No.-38, Rachna-1, Block No. B, HIG, IInd Floor, Juhi Housing Scheme, Muir Road, Prayagraj U.P.	1,165.08	5,199.62	60,58,000	1,82,000	Stair & 8 ft. Passage on West. Other Flat on East.
5	Flat No.-45, Rachna-1, Block No. B, HIG, IIIrd Floor, Juhi Housing Scheme, Muir Road, Prayagraj U.P.	1,153.89	5,200.50	60,00,800	1,80,000	Stair & 8 ft. Passage on East. Other Flat on West.
6	Flat No.-46, Rachna-1, Block No. B, HIG, IIIrd Floor, Juhi Housing Scheme, Muir Road, Prayagraj U.P.	1,165.08	5,199.62	60,58,000	1,82,000	8 ft. gap & Stair on West. Other Flat on East.
7	Flat No.-68, Rachna-1, Block No. A, HIG, IIIrd Floor, Juhi Housing Scheme, Muir Road, Prayagraj U.P.	1,165.08	5,199.62	60,58,000	1,82,000	8 Ft. CP Stairs on West. Flat No – 61 on East.
8	Flat No. L/2, First Floor, Golf Link Apartments Owners Association at 50, Chanditala Lane, Kolkata -700040.	850.00	4,400.00	37,40,000	1,12,000	16 Ft. Wide Road / Others Flat on North.

9	Flat No. E/2, First Floor, Golf Link Apartments Owners Association at 50, Chanditala Lane, Kolkata -700040.	850.00	4,400.00	37,40,000	1,12,000	16 Ft. Wide Road / Others Flat on North.
10	Flat No. J/0, Ground Floor, Golf Link Apartments Owners Association at 50, Chanditala Lane, Kolkata -700040.	1,020.00	4,200.00	46,84,000 (including Rs. 4,00,000 Covered Car parking space)	1,41,000	16 Ft. Wide Road / Others Flat on North.
11	Flat No. E/1, First Floor, Golf Link Apartments Owners Association at 50, Chanditala Lane, Kolkata -700040.	850.00	4,400.00	37,40,000	1,12,000	16 Ft. Wide Road / Others Flat on North.

APPLICATION FORM

This form is to be submitted by the all the prospective bidder (s) along with RFP document Digitally signed by authorized representative as token of acceptance of terms & conditions of document.

The particular of the applicant(s) / bidder(s) are given for reference and record.

A. PARTICULARS OF THE BIDDER

1. Name (Individual / Company / Trust:
Co-operative society /Organization) (IN CAPITAL)
2. Status of Legal and bidder(s) :
(Whether individual, sole proprietorship, firm, company, trust, society etc.,)
3. i) Date of incorporation :
(In case of bidder being other than Individual)
- ii) Incorporating Authority :
- iii) Date of birth (in case of individual) :
4. Whether the buyer is competent to contract under Indian Contract Act, 1872, Foreign Exchange Management Act, 1999 and FDI policy of Government of India (Tick whichever is applicable)

YES _____

NO _____

5. Name of the authorized signatory of the

Bidder : Mr./Mrs./Ms.....

: Designation.....

6. Name of Father/Husband of the Bidder:
(In case of individual)

7. Nationality Age:

8. Full residential/registered address:

.....
.....
.....

9. Correspondence address:

.....
.....
.....
.....

10. Permanent account number of the Bidder:

(Photocopy of the PAN CARD is to be enclosed)

11. Contact Numbers/ Name

Office :
Res :
Mobile :
E MAIL- ID :

12. Bank Details for refund of amount

Name of the Bank :
Name of the branch and its address :
Account number of the Bidder :
NEFT/ RTGS code of the bank :

13. **DETAIL OF FLAT** *(additional rows can be added if the buyer is the highest bidder for more than one Flat)*

Sl. No.	Details of Above referred assets	Area in Sq. fts.	Reserved Sale price in Rs per Sq ft	Actual Bid price in Rs per Sq ft	EMD
1					Rs

* GST /all other taxes as applicable shall be charged extra

Note:

I/We the undersigned hereby apply to NLMC for allowing me/us for the allotment of Plot(s)/Block(s) (details whereof have been mentioned above) on outright sale basis.

I/We have read and understood terms & conditions of Sale/Purchase as well as the conditions contained in the RFP document and hereby unequivocally accept the same.

I/We also understand that I/We shall be legally bound to purchase the Plot/Block at the final bid price

offered by me in the e-auction, subject to selection / acceptance by NLMC.

Notwithstanding the fact that NLMC has issued a receipt of an acknowledgement of the money tendered with this Application Form, I have clearly understood that this Application Form does not constitute any kind of contract including sale confirmation or an agreement to sell and I/we have no right, interest or entitlement towards allotment of the above referred assets.

I/We understand that the necessary stamp duties/ payments to local / statutory authorities shall be borne by the successful bidder/buyer.

I/We have sought detailed information pertaining to all aspects of the said plot(s)/block(s) in the Said Property and after a careful consideration of all facts, terms and conditions; I/We have signed and submitted this Application Form being fully conscious of my/our liabilities and obligations.

In case any detail mentioned in this Application Form is found to be false, I /we agree that the bid shall be summarily rejected and NLMC shall, without prejudice to any other right or remedy, be at liberty to forfeit the full EMD.

I/We shall pay the balance amount payable as per the Payment Schedule, execute the agreement to sell/purchase in the prescribed Performa attached herein and in accordance with the terms & conditions of the RFP document.

An acknowledgment / acceptance of terms & conditions mentioned in this RFP document is also signed and being submitted along with the Application Form, as a token of acceptance of the same unconditionally.

Date:

Place:

Signature of the buyer
or on behalf of the
buyer/ Authorized
Signatory

Note:

- a) Any correction in the Application Form and the Acceptance of Terms & Conditions of Sale/Purchase should be initialed by the Applicant/ authorized signatory thereof.
- b) All pages of the Application Form and the Acceptance of Terms & Conditions of Sale/Purchase should be signed by the Applicant/ authorized signatory thereof.
- c) A copy of MoA/ AoA / partnership deed/ trust deed etc. wherever applicable shall also be furnished with the Application Form.
- d) In case of more than one applicant (but subject to maximum of three), please attach additional sheets setting out the particulars of all such additional co- applicants.
- e) A copy of Authorization Letter in favour of Authorized Signatory shall also be furnished with the Application Form

ACCEPTANCE LETTER

[On the Letterhead of NLMC]

To,

M/S [Final Successful Bidder]

Kind Attention: Mr.

This refers to acceptance of commercial bid made by [Final Successful Bidder] for the purchase of Above referred assets held by National Land Monetization Corporation (NLMC) to an extent of _____ at <Address of the Assets> (the "Said Property"); collectively, referred to as the (Transaction).

I/We, **NLMC** hereby confirm that after evaluating and screening bids made by Bidders, the Bid of INR [●] (INDIAN RUPEES [●] ONLY) made by [Name of Successful Bidder] has been accepted. [Name of the Bidder] shall submit the signed copy of the Acceptance Letter along with proof of payment of 10% of total value as 1st installment within 7 (seven) days of issue of this letter.

Signed _____

Signed _____

Authorized Signatory

Authorized Signatory

For National Land Monetization Corporation

[Final Successful Bidder Name]

Seal

Seal

Date

Date

POWER OF ATTORNEY

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and to be notarized and submitted by the Bidder submitting the bid.)

(This annexure is not applicable for individuals who are representing themselves while submitting the RFP and subsequently executing the sale deed if qualified as H1 Bidder)

To all to whom these presents shall come, I (individual) / We (name of the entity) residing at / having our registered office/principal office at [address of the registered office/principal office / Individual] do hereby exclusively, unconditionally and irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name) son/daughter/wife of and presently residing at who is presently [designated by myself (in case of individuals) / employed with us (in case of entities)] and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf:

- i. to do, execute, and perform all such acts, agreements, deeds, matters and things as are necessary or required in connection with or incidental to submission of our application for qualification for the proposed sale of the Said Property by NLMC including but not limited to signing and submission of all applications, participate in Bid and other conferences and providing information/ responses to NLMC/ AU Small Finance Bank Limited and generally dealing with NLMC/ AU Small Finance Bank Limited in all matters in connection with or relating to or arising out of our application for qualification for the Transaction and
- ii. execution of the sale deed for the Transaction and to take all actions, deeds (including signing any documents) in relation to the Transaction.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by the Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by the Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us concerning or touching these presents as fully and effectually as if we were present and had done, performed or executed the same itself.

We confirm and declare that we have not executed any other power of attorney in favour of any other person(s) in relation to the subject matter of this power of attorney and this power of attorney is irrevocable.

All the terms used herein but not defined shall have the meaning ascribed to such terms in the Request for Proposal Document dated _____ issued by NLMC for sale of flats in <Address of the Assets> (the "Said Property"); collectively, referred to as the (Transaction)

IN WITNESS WHEREOF I/WE, IN THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____TH DAY OF _____ 2_____

.....

(Signature, name, designation, and address)

In the presence of:

- 1.
- 2.

Accepted

Name, Title and Address of the Attorney)

(To be duly notarized)

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney shall be appropriately stamped and notarized.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.

Authorization & Undertaking

(On Non-Judicial stamp paper of Rs. 100)

We, (1) _____ (Name of 1st partner),
(2) _____ (Name of 2nd partner),
(3) _____ (Name of 3rd partner) hereby authorize

M/s./Sh./Smt./Ms. _____ (Name of lead partner) to act as lead partner to sign the bid offer document, to make payments and conclude the sale/purchase on our behalf as per provisions of offer document.

We do ratify & confirm and agree to ratify & confirm that all the acts, deeds things done By M/s./Sh./Smt./Ms. _____ (Lead Partner) in respect to above offer shall be binding on us. We shall be jointly & severally responsible for fulfilling the offer conditions, addendum(s) etc. It is clearly understood by us that in case of default of any condition by any of us, NLMC can cancel the sale/allotment process and forfeit the application amount and / or any amount deposited by any of us with NLMC. We herewith confirm that in this eventuality we (individually or collectively) shall have no right or lien on Flat property & NLMC at its sole option can proceed with the Sale of the property to any other party.

We further ratify & confirm and agree that we shall take the prior written permission/consent of the NLMC for sub-dividing the Flat allotted to us for the purpose of subletting / leasing /resale and will abide by the terms and conditions of offer document.

In witness whereof those present have been signed by us onth day of..... 2024

- 1) (1st partner)
.....
- 2) (2nd partner)
.....
- 3) (3rd partner)
.....

AFFIDAVIT

(To be submitted by successful bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attested by Notary Public

Affidavit of Sh./Ms. _____ S/o / D/o _____,
Residence of _____.

I/we, the successful bidder named above do hereby solemnly affirm and declare as under.

1. I/We is/are legally competent to bid/participate in the e-auction process as per the Terms and Conditions of this RFP document including Foreign Exchange Management Act, 1999 and FDI policy of Government of India etc.,
2. That the information/documents submitted by me/us along with the RFP/bid for National Land Monetization Corporation (NLMC) residential flat(details of property) at _____(location of the property) in to NLMC are genuine and true and nothing has been concealed.
3. I/We shall have no objection in case NLMC verifies, if any of these from issuing authority (ies). I/we shall also have no objection in providing the Original copy of any of the document (s), in case NLMC demands so for verification.
4. That I/we am/are well aware of the terms and conditions contained in the RFP and E-Auction process and submit my bid/quote and agree to abide by the same in all respects and have signed all the pages in confirmation thereof.
5. I/we hereby confirm that in case, any document, information submitted by me / us is found to be incorrect / false / fabricated, NLMC at its discretion may disqualify / reject / terminate the bid / Cancel the allotment and also debar from participation of further auctions of NLMC Residential Flats/properties including forfeiture of all payments made including EMD.
6. I/We is/are not barred by any government entity from participating in any e-auction/bidding.

(Bidder / Buyer Name & Signature)

Witness (Name & Sign.):

1.

2.