

**Annexure I**  
**E-Auction bidding Terms and Conditions**

1. Computerized e-Auction shall be conducted by service provider M/s **E-PROCUREMENT TECHNOLOGIES LTD – Auction Tiger**. on behalf of **IDBI Trusteeship Services Limited**, on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither ITSL nor E-Procurement Technologies Ltd. shall 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 circumvent such situation and be able to participate in the e-Auction successfully. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.**
2. E-Procurement Technologies Ltd.- Auction Tiger shall arrange to train the bidder(s), without any cost. E-Procurement Technologies Ltd. shall acquaint bidder regarding the bidding process, functions and e-Auction rules. All the bidders required to ensure that compliance regarding receipt of training is met with before start of the bid process.
3. **Property for Bid:** Sale of following Secured Asset by IDBI Trusteeship Services Limited under SARFAESI Act, 2002-

**A. Lot I:**

Sr. No	Description of Assets																																																																	
1	<p>First pari passu mortgage on all assets of the Borrower as more particularly described as:  Village: Bijaychandrapur  District Jagatsinghpur  Tahsil: Kujanga  P.S: Tirtol No. 259  State of Odisha</p> <p>1.</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Sr. No</th> <th style="text-align: center;">Khata No.</th> <th style="text-align: center;">Plot No.</th> <th style="text-align: center;">Area in (Sq Kadi)</th> <th style="text-align: center;">Kissam</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1.</td><td style="text-align: center;">16</td><td style="text-align: center;">109 (P)</td><td style="text-align: center;">0.02000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> <tr><td style="text-align: center;">2.</td><td style="text-align: center;">16</td><td style="text-align: center;">128 (P)</td><td style="text-align: center;">0.05000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> <tr><td style="text-align: center;">3.</td><td style="text-align: center;">16</td><td style="text-align: center;">129 (P)</td><td style="text-align: center;">0.16000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> <tr><td style="text-align: center;">4.</td><td style="text-align: center;">16</td><td style="text-align: center;">132 (P)</td><td style="text-align: center;">0.61000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> <tr><td style="text-align: center;">5.</td><td style="text-align: center;">16</td><td style="text-align: center;">133 (P)</td><td style="text-align: center;">0.25000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> <tr><td style="text-align: center;">6.</td><td style="text-align: center;">16</td><td style="text-align: center;">137 (P)</td><td style="text-align: center;">0.32000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> <tr><td style="text-align: center;">7.</td><td style="text-align: center;">16</td><td style="text-align: center;">138</td><td style="text-align: center;">0.77000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> <tr><td style="text-align: center;">8.</td><td style="text-align: center;">16</td><td style="text-align: center;">140</td><td style="text-align: center;">0.10000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> <tr><td style="text-align: center;">9.</td><td style="text-align: center;">16</td><td style="text-align: center;">141</td><td style="text-align: center;">0.09000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> <tr><td style="text-align: center;">10.</td><td style="text-align: center;">16</td><td style="text-align: center;">142</td><td style="text-align: center;">0.11000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> <tr><td style="text-align: center;">11.</td><td style="text-align: center;">16</td><td style="text-align: center;">143</td><td style="text-align: center;">0.10000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> <tr><td style="text-align: center;">12.</td><td style="text-align: center;">16</td><td style="text-align: center;">144</td><td style="text-align: center;">0.83000</td><td style="text-align: center;">Sarad Jal - 1</td></tr> </tbody> </table>	Sr. No	Khata No.	Plot No.	Area in (Sq Kadi)	Kissam	1.	16	109 (P)	0.02000	Sarad Jal - 1	2.	16	128 (P)	0.05000	Sarad Jal - 1	3.	16	129 (P)	0.16000	Sarad Jal - 1	4.	16	132 (P)	0.61000	Sarad Jal - 1	5.	16	133 (P)	0.25000	Sarad Jal - 1	6.	16	137 (P)	0.32000	Sarad Jal - 1	7.	16	138	0.77000	Sarad Jal - 1	8.	16	140	0.10000	Sarad Jal - 1	9.	16	141	0.09000	Sarad Jal - 1	10.	16	142	0.11000	Sarad Jal - 1	11.	16	143	0.10000	Sarad Jal - 1	12.	16	144	0.83000	Sarad Jal - 1
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Sr. No	Description of Assets				
	13.	16	145	0.89000	Sarad Jal - 1
	14.	16	146	0.57000	Sarad Jal - 1
	15.	16	147 (P)	0.30000	Sarad Jal - 1
	16.	16	148 (P)	0.28000	Sarad Jal - 1
	17.	16	154	0.11000	Sarad Jal - 1
	18.	16	155	0.47000	Sarad Jal - 1
	19.	16	156 (P)	0.09000	Sarad Jal - 1
	20.	16	159 (P)	0.26000	Sarad Jal - 1
	21.	16	160	0.89000	Sarad Jal - 1
	22.	16	161	0.62000	Sarad Jal - 1
	23.	16	162 (P)	0.20000	Sarad Jal - 1
	24.	16	163 (P)	0.10000	Sarad Jal - 1
	25.	16	164	0.37000	Sarad Jal - 1
	26.	16	165	0.94000	Sarad Jal - 1
	27.	16	166 (P)	0.25000	Sarad Jal - 1
	28.	16	173 (P)	0.12000	Sarad Jal - 1
	29.	16	178 (P)	0.13000	Sarad Jal - 1
	30.	16	179 (P)	0.14000	Sarad Jal - 1
	31.	16	180	0.45000	Sarad Jal - 1
	32.	16	181	0.48000	Sarad Jal - 1
	33.	16	182	0.49000	Sarad Jal - 1
	34.	16	183	0.54000	Sarad Jal - 1
	35.	16	184	0.52000	Sarad Jal - 1
	36.	16	185 (P)	0.13000	Sarad Jal - 1
	37.	16	186 (P)	0.19000	Sarad Jal - 1
	38.	16	187	0.80000	Sarad Jal - 1
	39.	16	188	0.84000	Sarad Jal - 1
	40.	16	189 (P)	0.20000	Sarad Jal - 1
	41.	16	197 (P)	0.19000	Sarad Jal - 1
	42.	16	198	0.75000	Sarad Jal - 1
	43.	16	199	0.72000	Sarad Jal - 1
	44.	16	200 (P)	0.15000	Sarad Jal - 1
	45.	42	262 (P)	0.01000	Sarad Jal - 1
	46.	42	264 (P)	3.42000	Sarad Jal - 1
	47.	42	265 (P)	1.58000	Sarad Jal - 1
	48.	42	266 (P)	0.38000	Sarad Jal - 1
	49.	38	267 (P)	0.37000	Sarad Jal - 1
	50.	38	268 (P)	0.27000	Sarad Jal - 1
	51.	42	269 (P)	0.55000	Sarad Jal - 1
	52.	42	270 (P)	0.19000	Sarad Jal - 1

Sr. No	Description of Assets				
	53.	42	271 (P)	0.19000	Sarad Jal - 1
	54.	42	272 (P)	0.24000	Sarad Jal - 1
	55.	38	273	0.01000	Sarad Jal - 1
	56.	30	275	0.20000	Sarad Jal - 1
	57.	38	276	1.02000	Sarad Jal - 1
	58.	42	277	1.10000	Sarad Jal - 1
	59.	42	278	0.12000	Sarad Jal - 1
	60.	42	280	0.08000	Sarad Jal - 1
	61.	42	281	0.47000	Sarad Jal - 1
	62.	42	282	0.25000	Sarad Jal - 1
	63.	42	283	0.03000	Sarad Jal - 1
	64.	42	285	0.06000	Sarad Jal - 1
	65.	38	286	0.08000	Sarad Jal - 1
	66.	42	287 (P)	1.35000	Sarad Jal - 1
	67.	49	288	0.24000	Sarad Jal - 1
	68.	49	289	0.42000	Sarad Jal - 1
	69.	25	290 (P)	2.76000	Sarad Jal - 1
	70.	49	291	0.48000	Sarad Jal - 1
	71.	25	292 (P)	1.22000	Sarad Jal - 1
	72.	25	293 (P)	0.90000	Sarad Jal - 1
	73.	25	294 (P)	0.65000	Sarad Jal - 1
	74.	16	299 (P)	0.03000	Sarad Jal - 1
	75.	16	300 (P)	0.02000	Sarad Jal - 1
	76.	16	301	0.04000	Sarad Jal - 1
	77.	16	302	0.19000	Sarad Jal - 1
	78.	16	303	0.15000	Sarad Jal - 1
	79.	16	304	0.12000	Sarad Jal - 1
	80.	16	305	0.11000	Sarad Jal - 1
	81.	16	306	0.52000	Sarad Jal - 1
	82.	16	307	0.57000	Sarad Jal - 1
	83.	16	308 (P)	0.08000	Sarad Jal - 1
	84.	16	309 (P)	0.08000	Sarad Jal - 1
	85.	16	310 (P)	0.03000	Sarad Jal - 1
	86.	16	311 (P)	0.02000	Sarad Jal - 1
	87.	16	312	0.13000	Sarad Jal - 1
	88.	16	313	0.13000	Sarad Jal - 1
	89.	16	314 (P)	0.02000	Sarad Jal - 1
	90.	16	315	0.13000	Sarad Jal - 1
	91.	16	316	0.11000	Sarad Jal - 1
	92.	16	317	0.11000	Sarad Jal - 1

Sr. No	Description of Assets				
	93.	16	318	0.62000	Sarad Jal - 1
	94.	16	319	0.61000	Sarad Jal - 1
	95.	16	320 (P)	0.10000	Sarad Jal - 1
	96.	16	322 (P)	0.11000	Sarad Jal - 1
	97.	16	323 (P)	0.13000	Sarad Jal - 1
	98.	16	326 (P)	0.13000	Sarad Jal - 1
	99.	16	327	0.71000	Sarad Jal - 1
	100.	16	328	0.67000	Sarad Jal - 1
	101.	2	329	0.05000	Sarad Jal - 1
	102.	2	330	5.90000	Sarad Jal - 1
	103.	25	331	0.83000	Sarad Jal - 1
	104.	49	332	0.17000	Sarad Jal - 1
	105.	2	334	0.21000	Sarad Jal - 1
	106.	16	335 (P)	1.97000	Sarad Jal - 1
	107.	20	338	0.02000	Sarad Jal - 1
	108.	20	340 (P)	0.03000	Sarad Jal - 1
	109.	20	341 (P)	0.01000	Sarad Jal - 1
	110.	20	342 (P)	0.76500	Sarad Jal - 1
	111.	5	397 (P)	1.33494	Sarad Jal - 1
	112.	5	399 (P)	1.08506	Sarad Jal - 1
	113.	35	400	0.11000	Sarad Jal - 1
	114.	35	401	0.12000	Sarad Jal - 1
	115.	35	402	0.03000	Sarad Jal - 1
	116.	35	403 (P)	7.45999	Sarad Jal - 1
	117.	51	404 (P)	0.80091	Sarad Jal - 1
	118.	35	405 (P)	0.74811	Sarad Jal - 1
	119.	42	406	0.09000	Sarad Jal - 1
	120.	38	407	0.14000	Sarad Jal - 1
	121.	30	408 (P)	0.01000	Sarad Jal - 1
	122.	30	409 (P)	0.29000	Sarad Jal - 1
	123.	30	410 (P)	21.48064	Sarad Jal - 1
		Total		84.55465	
<p>Total extent of Area: 84.55465  Together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.</p>					
2.					
	<b>Sr. No</b>	<b>Khata No.</b>	<b>Plot No.</b>	<b>Area in (Sq Kadi)</b>	
	1.	20	342 (P)	3.62.500	
	2.	5	397 (P)	1.93.506	

Sr. No	Description of Assets			
	3.	5	399 (P)	0.70.494
	4.	35	403 (P)	0.26.001
	5.	51	404 (P)	0.04.909
	6.	35	405 (P)	0.11.125
	7.	30	410 (P)	4.45.000
	8.	52	411 (P)	0.01.000
		Total Area		11.14.535
<p>Total 6 Khata, 8 Plots, Area Ac. 11.14.535 sq Kadi, Bounded by  North: Essar Steel (India) Limited Project Site  South: Taladanda Canal  East: 50mt Road of Essar Steel (India) Limited  West: Land of Essar Power (Orrisa) Limited.  Together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.</p>				

## B. Lot II

Sr. No	Description of Assets
1	<p>A first charge by way of hypothecation of the movable properties of the Borrower including its moveable plant and machinery, machinery spares, tools and accessories, vehicles, furniture and fixtures including but not limited to and other moveable assets of whatsoever nature belonging to the Borrower, both present and future, whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of the security of these presents be brought into or upon or be stored or be in or about all the Borrowers factories, premises and godowns or wherever else the same may be held by any party to the order or disposition of the company or in the course of transit, or on high seas or on order, or delivery, howsoever and wheresoever in the possession of the company and either by way of substitution or addition and the Borrowers Book debts, receivables of whatsoever nature and wherever arising.</p>
2.	<p>Project Documents hypothecated to the Lenders which shall include the following documents executed or to be executed and as may be amended and supplemented</p> <p><b>(I) EPC Contracts</b></p> <p>A. Onshore Contract for Civil Works, Erection, Installation and Commissioning of the Project (For Phase 1) dated September 21, 2009 between the Borrower and Essar Constructions (India) Limited</p> <p>B. Onshore Contract for Engineering Services for the Project (For phase I) dated September 21, 2009 between the Borrower and Essar Engineering Services Limited</p> <p>C. Onshore Supply Contract for the Project (for Phase I) dated September 21, 2009 between the Borrower and Essar Projects (India) Limited</p>

Sr. No	Description of Assets
	<p>D. Onshore Contract for Civil works, Erection, Installation and Commissioning of the Project (for Phase II) dated November 16, 2009 between the Borrower and Essar Constructions (India) Limited</p> <p>E. Onshore Contract for Engineering Services for the Project (for Phase II) dated November 16, 2009 between the Borrower and Essar Engineering Services Limited</p> <p>F. Onshore Supply Contract for the Project (for Phase II) dated November 16,2009 between the Borrower and Essar Projects (India) Limited.</p> <p><b>(II) Other Power Contracts/ Project Documents</b></p> <p>A. Power Purchase Agreement for Phase I capacity dated November 11, 2009 and Amendment No.1 to Power Purchase Agreement for Phase I capacity dated March 12, 2010 entered between the Borrower and Essar Steel Limited and Amendment Number 2 to Power Purchase Agreement for Phase II capacity dated March 19th , 2013 entered between the Borrower and Essar Steel Limited;</p> <p>B. Power Purchase Agreement for Phase II capacity dated November 11, 2009 and Amendment No.1 to Power Purchase Agreement for Phase II capacity dated March 12, 2010 entered between the Borrower and Essar Steel Limited and Amendment Number 2 to Power Purchase Agreement for Phase II capacity dated March 19th , 2013 entered between the Borrower and Essar Steel Limited;</p> <p>C. Insurance Contracts and other Insurance policies providing for the insurance required by the Transaction Documents, as applicable relating to the Project;</p> <p>D. Documents of title reflecting the Borrowers ownership/ title in respect of the Project Site for the Project;</p> <p>E. Any bonds, letters of credits or guarantees, consent agreements, side letters issued under any of the Project Documents;</p> <p>F. All approvals in relation to the Project including but not limited to approval in respect to open access; and</p> <p>G. All amendments and supplements to the above documents</p> <p>H. All other contracts/ documents in relation to the Project</p> <p>I. All other contracts/ documents as may be mutually agreed upon by the Borrower and Secured Parties</p> <p><b>(III) List of Insurance Contracts</b></p> <p>A. Comprehensive Marine cum Erection All Risk Policy</p> <p>B. Group Personal accident policy for Directors</p> <p>C. Group mediclaim policy</p> <p>D. Employers equipment policy</p>
3.	<p>A first charge on the Borrowers Cash flows, book debts, revenues and receivables and any other revenues of whatsoever nature and whatever arising, both present and future (save and except the receivables of the Borrower amounting to approx. Rs. 19 Crores which is disputed by ArcelorMittal Nippon Steel India Limited (Formerly known as Essar Steel India Limited) under the provisions of Power Purchase Agreement (as amended).</p>

Sr. No	Description of Assets
4.	A first charge on all the intangibles, goodwill, uncalled capital of the Borrower, both present and future.
5.	A first charge on/ assignment of / creation of Security Interest in (a) all the right, title, interest, benefit, claims and demands whatsoever of the borrower in the Project Documents, duly acknowledged and consented to by the relevant counter parties to such Project Documents, all as amended, varied or supplemented from time to time (b) all the rights, titles, interests, benefits, claims and demands whatsoever of the Borrower in the Clearance (c) all the right title, interest , benefits, claims, and demands whatsoever of the Borrower in any letter of credit, guarantee, performance bond provided by any Party to the Project Documents and (d) all insurance contracts/ Insurance proceeds.
6.	A first charge on/ assignment of/ creation of Security Interest in the Trust and Retention account/ Escrow Account, Debt Service Reserve account, and other reserves and any other bank accounts of the Borrower wherever maintained.

4. **Type of Auction:** e-Auction
5. **Bidding Currency & Unit of Measurement:** Bidding will be conducted in Indian Rupees (INR) Only.
6. **Starting (Opening) Price / Bid Increment:** The opening price of the e-auction and the bid Increment value shall be available to the bidders on their bidding screen.
7. **Bid Price:** The Bidder has to quote the total price.
8. **Procedure of e-Auctioning**
  - i. **e-Form Submission:** All interested bidders need to fill online form available on e-Auction domain with necessary details, provided however that only persons who are entities compliant under Section 29A of the Insolvency and Bankruptcy Code, 2016 shall be considered as eligible bidders for the e-Auction process proposed to be undertaken pursuant to this bid document.
  - ii. **Online e-Auction:**
    - IDBI Trusteeship Services Limited will declare its **Opening Price (OP)**, which shall be visible to the all Bidders during the start of the e-Auction. Please note that the start price of an item in online e-Auction is open to all the participating bidders. Any bidder can start bidding, in the online e-Auction, from the start price itself. Hence, the first online bid that comes in the system during the online e-Auction can be equal to the e-auction's start price, or higher than the e-auction's start price by one increment, or higher than the e-auction's start 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.
    - The **"Bid Increase Amount"** has been fixed in respect of the secured asset which the bidders can view on their bidding screen and the bidders will have to increase the bid amount in the multiple of **"Bid Increase Amount"**.
    - If a bidder places a bid in the last 5 minutes of closing of the e-Auction and if that bid gets accepted, then the e-auction's duration shall automatically get extended for another 5 minutes, from the time that bid comes in. Please note that 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 even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-Auction, 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, etc.**

9. Successful Bidder shall be required to submit the final prices, quoted during the e-auction as per Annexure – V after the completion of e-auction, duly signed and stamped as token of acceptance without any new condition.  
During e-Auction, if no bid is received within the specified time, IDBI Trusteeship Services Limited at its discretion may decide to revise Opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
10. The bid once submitted by the bidder, cannot be cancelled / withdrawn and the bidder shall be bound to buy the secured Asset at the final bid price/Reserve Price. **The failure on part of bidder to comply with any of the terms and conditions of the e-auction notice and Tender Document will result in forfeiture of the amount paid by the defaulting bidder.**
11. The bidders will be able to view the following on their screen along with the necessary fields in the E Auction:
  - a. Leading Bid in the e-Auction (H1 – Highest Rate)
  - b. Bid Placed by bidder
  - c. Opening Price & Minimum Increment Value.
  - d. The bid rank of bidder in the auction.
12. The decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the Bidders.
13. The Authorised Officer shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.
14. The Authorised Officer / E-Procurement Technologies Ltd. shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.
15. The bidders are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the e-Auction in Annexure III.
16. **Duration of e-Auction:** The e-auction of secured asset is scheduled to be conducted on day & time as specified in the e-auction notice published in the newspapers. There will be unlimited extensions of 5 minutes duration each if any valid bid is received in last 5 minutes of the close of auction. The bidders are cautioned not to wait till the last minute or last few seconds to enter their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.
17. **Successful bidder:** At the end of the e-Auction, Authorised Officer will evaluate all the bids submitted and will decide upon the successful bidder for each Lot separately. Authorised Officer's decision will be final & binding on all the bidders.

.....  
(Name & Signature of the Bidder)



**ANNEXURE-II**  
**DETAILS OF BIDDER**

*(Read carefully the terms and conditions of sale before filling-up and submitting the bid)*

1. Name(s) of Bidder (in Capital)/ Name of Organisation (in Capital) :  
(Note: Mention bidder or organisation **Name which you have mentioned in EMD**)
2. Father's/Husband's Name :
3. Postal Address of Bidder(s) :
4. Phone/Cell Number and E-mail ID :
5. Bank Account details to which EMD amount to be returned :  
i) Bank A/c. No. :  
ii) IFSC Code No. :  
iii) Branch Name :
6. Date of submission of bid :
7. PAN Number :
8. Property Item No. :
9. Whether EMD remitted : Yes/No.
10. EMD remittance details\* : Date of remittance \_\_\_\_\_  
: Name of Bank \_\_\_\_\_  
: Branch \_\_\_\_\_  
: A/c. No. \_\_\_\_\_  
: IFSC Code No. \_\_\_\_\_
12. Bid Amount quoted : \_\_\_\_\_ (Rupees \_\_\_\_\_)

I/We declare that I/We have read and understood all the above terms and conditions of auction sale and the auction notice published in the daily newspaper which are also available in the website <https://sarfaesi.auctiontiger.net> and shall abide by them. I/We also undertake to improve my/our bid by one bid incremental value notified in the sale notice if I/We am/are the sole successful-bidder. I/We also confirm that we are an entity compliant under Section 29A of the Insolvency and Bankruptcy Code, 2016.

.....  
(Name & Signature of the Bidder)

**\*Mandatory: Bidders are advised to preserve the EMD Remittance Challan.**

**Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <https://sarfaesi.auctiontiger.net> during the time of submission of the bid.**

**ANNEXURE-III  
DECLARATION BY BIDDER (S)**

To,  
The Authorised Officer,  
IDBI Trusteeship Services Limited  
Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate,  
Mumbai – 400 001.

Date:

Dear Madam/ Sir,

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the sale and have understood them fully. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorised Officer and that the Authorised Officer will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful bidder by the Authorised Officer in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorised Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Authorised Officer.
5. I/We also agree that in the eventuality of forfeiture of the amount by Authorised Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
6. I/We also understand that the EMD of all offerer/bidders shall be retained by **IDBI Trusteeship Services Limited** and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
7. I/We also confirm that we are an entity compliant under Section 29A of the Insolvency and Bankruptcy Code, 2016.
8. The decision taken by Authorised Officer in all respects shall be binding on me/us.

Signature:.....

Name:.....

Address:.....

E-mail id.....

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website <https://sarfaesi.auctiontiger.net> during the time of submission of the bid.

**Annexure – IV**  
**Confirmation by Bidder Regarding Receipt of Training**

To,  
The Authorised Officer,  
IDBI Trusteeship Services Limited  
Asian Building, Ground Floor, 17  
, R. Kamani Marg, Ballard Estate,  
Mumbai – 400 001.

**Subject: Confirmation regarding receipt of e- Auction Training.**

Dear Madam/ Sir,

This has reference to the Terms & Conditions for the e-Auction mentioned in the sale notice, Bid Document and available on the website <https://sarfaesi.auctiontiger.net>

I/We confirm that:

1. I/We have read and understood the Terms and Condition governing the e-Auction as mentioned in sale notice and Bid Document available on the website <https://sarfaesi.auctiontiger.net> and also e-Auction notice published by IDBI Trusteeship Services Limited in daily newspapers and unconditionally agree to them.
2. I/We also confirm that we have taken training on the on-line bidding/auction and confirm that we are fully conversant with the functionality and process.
3. I/We confirm that bank and **M/S. E-Procurement Technologies. Ltd.**, shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
4. I/We, hereby confirm that we will honour the Bids placed by us during the e-Auction process.

With regards

**Signature of the Bidder:**

**Name of Bidder:**

**Date:**

**Address of Bidder:**

**Note:** This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website <https://sarfaesi.auctiontiger.net> just after availing training on e-Auction.

**Annexure – V**  
**Price Confirmation Letter by Bidder(s)**

**To,**  
**The Authorised Officer,**  
**IDBI Trusteeship Services Limited**  
**Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate,**  
**Mumbai – 400 001.**

**Sub: Final bid quoted during e- Auction - Sale of Properties by IDBI Trusteeship Services Limited**

Dear Madam/ Sir,

We confirm that we have quoted the highest bid of Rs. \_\_\_\_\_/- (In Words \_\_\_\_\_) for the purchase of the property (give description of property \_\_\_\_\_) during e-Auction of the said property held by M/S E-Procurement Technologies. Ltd. on \_\_\_\_\_ (date of auction).

Yours sincerely,

**Signature:**

**Name of Bidder:**

**Date:**

**Note:** This document is required to be duly filled in and signed by the H1 bidder and thereafter e-mail scanned letter to the Authorised Officer, mentioned on the website <https://sarfaesi.auctiontiger.net>, immediately on completion of the bidding