

TATA CAPITAL HOUSING FINANCE LIMITED

Regd. office: 11th Floor, Tower-A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel,
Mumbai- 400013.

Branch Office at: _____

BID /TENDER/OFFER FORM

1. **Reference:** Public Notice for Sale of immovable property advertised in the Newspaper _____ dated _____.
2. Name of the Borrower in respect of which the tender is invited : Mr./Mrs. _____
3. Name of the Offerer / Tenderer : Mr./Mrs. _____
4. Full Address of the Offerer/ Tenderer : _____

5. Earnest Money Deposit (EMD) Amount :Rs. _____/-
6. Details of Pay Order/Demand Draft submitted :-

Pay Order/Demand Draft No: _____/ Date _____ / Amount: Rs. _____/-(Rupees
_____ only) / Drawn on _____ Bank.
7. Details of immovable property/Secured Asset and the details as given in the public notice for sale for which tender is submitted:-
 - (A) **Property bearing No:** _____

 - (B) **Offer/Bid Amount:** Rs. _____/-
(Rupees _____ Only)

Declaration

I have read the terms & conditions specified in the Public Notice for Sale of the above-mentioned Immovable Property/ Secured Asset and the terms & conditions mentioned in this Tender form and have understood the same.

I/We understand that, in case my/our bid is unsuccessful/ the auction is cancelled/ for any other reason the amount deposited by us is to be refunded in full/part, it can be done in my/our bank account No. _____ of _____ Bank. A copy of cancelled cheque is attached herewith as a proof.

I/ We understand that I/ we shall not be entitled to claim any interest of whatsoever nature, if the refund is to be processed by TCHFL for any reason.

Place: _____

Signature: _____

Date: _____

Name: _____

Signature of Bidder/Offerer

Terms and Conditions of the Tender/Bid

1. The Tender/ Bid form shall be submitted duly completed in all respect in a sealed cover/envelope, subscribed as "Offer for purchase of the immovable property" addressed to "The Authorised Officer" and the envelope should be made available to the aforesaid Branch office address, on or before the date stipulated in the public notice for sale of immovable property.
2. The Tender/offer form shall be accompanied by Pay Order/Demand Draft drawn on a scheduled Bank in favour of "Tata Capital Housing Finance Ltd." towards Earnest Money Deposit (EMD).
3. Tenders not accompanied by EMD and the tenders below the Reserve Price shall be rejected outright. The Authorised Officer has the full right to accept or reject any tender/bid without assigning any reason.
4. The Sealed Tenders will be opened by the Authorised Officer on the Date and Time mentioned in the public notice for sale in the presence of available / attending tenderers for raising/improving their respective offers (if any) and to decide the successful bidder.
5. The immovable property will be sold to the highest Bidder/Tenderer Only. However, the Authorised Officer at its sole discretion may allow inter-se bidding, if necessary.
6. The Successful Bidder should deposit 25% of the purchase price (inclusive of amount paid as EMD) on the Auction Date. The balance 75% of the purchase price shall be paid within 15 days from the date of acceptance of the letter or such extended period as may be agreed upon in writing by and solely at the discretion of the Authorised officer. In case of default, all amounts deposited till then shall be forfeited and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold. The property shall be resold at the discretion of the Authorised Officer.
7. Where the offer amount is below the Reserve Price and / or the EMD paid is less than 10% of the reserve price and if the Bid/tender Form is incomplete in any manner then such tender shall be treated as invalid and liable to be rejected upfront. The EMD will be refunded to the unsuccessful Tenderers/Bidders immediately on the date of auction. The Tenderers will not be entitled to claim any interest of whatsoever nature, if the refund of EMD is delayed for any reason whatsoever. Tenders/offers which are not accompanied by EMD, by way of Pay Orders / Demand Drafts and/or those received after the last date fixed for receiving tenders shall not be considered or entertained.

Signature of Bidder/Offerer

8. The Immovable Property/Secured Asset offered for Sale is on "As is where is basis" / "as is what is" basis" / "Whatever is there is basis". Tata Capital Housing Finance Ltd. shall not be liable for any dues/charges including outstanding water/service charges, transfer fees, contribution to the building repair fund, electricity dues, dues / arrears of the Municipal Corporation /local authority / Society / Builder, taxes and / or dues of any other nature, if any, in respect of the said Immovable Property/Secured Asset. Tata Capital Housing Finance Ltd. does not undertake any responsibility to procure any permission /license etc. in respect of the Immovable Property/Secured Asset offered for sale.
9. If the dues of Tata Capital Housing Finance Ltd together with interest, all costs, charges and expenses incurred by it or part thereof as may be acceptable to Tata Capital Housing Finance Ltd are tendered by or on behalf of the Borrower or guarantor(s) at any time before the date fixed for sale or transfer of the secured asset, the Immovable Property/ Secured Asset in question shall not be sold or transferred. Where an immovable property / secured asset is not sold or the sale is not confirmed in favour of any tenderer / offerer, such tenderer / offerer shall be entitled to get back the EMD amount or any amount paid without interest. However, the tenderers / bidders shall not be entitled to claim any compensation or damages from Authorised Officer/ Tata Capital Housing Finance Ltd.
10. **The Authorised Officer / Tata Capital Housing Finance Limited reserves its right to accept or to reject the highest; any or all offers without assigning any reason whatsoever.** The process by which the bid amount is to be increased shall be determined by the Authorised Officer conducting the sale and the decision of the Authorised Officer/ Tata Capital Housing Finance Limited in this regard shall be final and binding.
11. The tenderers / offerers are informed, in their own interest to satisfy themselves with the title pertaining to the immovable property/ secured asset in question, including the size/area, as also ascertain any other dues / liabilities / encumbrances from the concerned authorities to their satisfaction before submitting the tenders. No query relating to title, area, and size, etc., shall be entertained at the time of opening tenders / holding auction.
12. The particulars of immovable property/secured asset specified in the Public Notice for Sale have been stated to the best of the information and knowledge of the Authorised Officer. The Authorised Officer / Tata Capital Housing Finance Limited shall not be answerable or liable for any error, mis-statement or omission with regard to the same.
13. Tata Capital Housing Finance Limited shall be at liberty to amend/modify/delete any of the terms and conditions at its sole discretion as may be deemed necessary or warranted in the light of the

Signature of Bidder/Offerer

facts and circumstances of the case without giving any reason / further notice to the tenderers / offerers and the tenderers / offerers shall be deemed to have accepted such revised terms and would accordingly be bound by them.

14. The purchaser shall be required to bear / pay all expenses including stamp duty, registration charges, Society dues, municipal taxes, incidental expenses/charges, cess, transfer fee and other expenses / charges in connection with transfer of the secured asset /immovable property/ in his / her / their name(s).

15. The Sale Certificate shall be issued to the successful bidder only after receiving the full Purchase Price.

16. Once the Bid is submitted by the Bidder, the Bid cannot be withdrawn by the Bidder.

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Signature of Bidder/Offerer

(Covering Letter)

To,
The Authorised Officer
Tata Capital Housing Finance Limited

Date_____

Sir,
I, Mr./Mrs._____, the Tenderer / Offerer /Bidder do hereby state that, I have read the terms and conditions for sale of immovable property/ secured asset mentioned in the Tender Form and Public Notice for Sale and understood them fully. I hereby unconditionally agree to comply with and to be bound by the said terms and conditions.

I hereby declare that I intend to purchase the immovable property / secured asset from Tata Capital Housing Finance Limited and that the information furnished by me in the Tender Form attached herewith is true and correct to the best of my knowledge and belief.

I understand / agree that in the event any of the statement/information furnished by me is found to be incorrect and/or untrue; my tender shall be treated as invalid and liable to be rejected.

Yours faithfully,

Signature:_____

Name of Tenderer/Offerer: _____

Address:_____

Contact:_____

Email Id:_____

Encl: As above

Signature of Bidder/Offerer

Declaration from Bidder/Tenderer

To,

Date_____

The Authorised Officer

Tata Capital Housing Finance Limited

Place_____

Sir,

This is to certify that I, _____S/o/D/o/W/o, _____
R/o, _____ do hereby solemnly declare that I have not directly or indirectly related to any employee of the Tata Capital Housing Finance Limited.

I further declare that I have no past interest in the property bearing no_____

I hereby declare that the above statement and information are correct to the best of my knowledge and belief.

I fully understand that any information furnished above, if proved incorrect or false will render me liable for any penal action or other consequences as may be prescribed in law or otherwise warranted.

Thanking You,

Yours Sincerely,

Signature of the Bidder: _____

Name in Block Letters: _____

Address:_____

Mobile No. :_____

Email Id:_____

Signature of Bidder/Offerer