

(On the letter head of the Corporation)

**ANNEXURE – V**

**To be published in two newspapers (one in vernacular language)**  
**Andhra Pradesh State Financial Corporation**

-----BRANCH

**E-AUCTION SALE NOTICE**

**NOTICE FOR SALE U/s.29 OF SFCs' ACT 1951.**

In exercise of powers conferred under Sec.29 of State Financial Corporations Act, 1951 and pursuant to the possession of the secured assets of the borrower(s)/mortgagors mentioned hereunder, the public and all concerned including the concerned borrowers/mortgagors, their legal heirs/ representatives, as the case may be, are hereby informed that offers are invited by the Branch Manager, -----Branch of APSFC for purchase of the properties listed below on "As is where is", "As is what is", "Whatever there is", and "without recourse" basis on \_\_\_\_\_, for recovery of amount mentioned hereunder due to the aforesaid Secured Creditor from below mentioned Borrower/s in the account/s. The details of Reserve Price, EMD for the secured assets will be as follows:

Name of the Industrial concern	Amount Out Standing as on	Description of Property	Date of Demand Notice	Date of Possession	Reserve Price (Rs. in lacs)	EMD a) Total Assets. b) Mach. Only (Rs. in lacs)	Bid Multiple Amount

**DATE & TIME OF E-AUCITON:** The e-auction will take place through portal <https://www.-----in> on ..... from ..... AM/PM to.....AM/PM onwards with unlimited auto extension of    minutes time.

The interested bidders are advised to go through the detailed Terms & Conditions of e-auction available on the Web Portals: <https://www.esfc.ap.gov.in> and <http://www.-----in> before submitting their bids and taking part in the e-auction. Every Tenderer is deemed to have gone through and accepted the Terms and Conditions for sale.

The EMD shall be payable through NEFT/ RTGS in the following Account:- ----- Bank,-----Branch, Account No.....(IFSC Code .....).

**LAST DATE FOR RECEIPT OF TENDER FORM ALONG WITH EMD: ON ----- AT -- 5.00P.M.**

E-auction bid document containing e-auction tender form, Declaration, General Terms & Conditions of online auction sale are available in APSFC's website <https://esfc.ap.gov.in/> and <http://www.-----in>. For any further details/ clarifications, prospective bidders may contact Branch Manager on Mobile No.

**TERMS AND CONDITIONS OF E-AUCTION SALE:**

1. The Assets will be sold on "AS IS WHERE IS"; "AS IS WHAT IS"; "WHATEVER THERE IS" and "WITHOUT RE COURSE" basis, including encumbrance if any. The Corporation has disclosed only the known encumbrances, statutory liabilities, if any, as under and it is for the purchaser to make their own independent enquiries at their own costs before participating in the auction. (There are no encumbrances to the knowledge of the Corporation). The Tenderer/s are assumed to have inspected the properties offered for sale and the principle of caveat emptor will apply to the sale.
2. The assets being put for sale shall be utilized by the auction purchaser for industrial purpose only.
3. Every Tenderer is deemed to have gone through and accepted the Terms and Conditions for sale. There shall not be any counter proposals or different manner of paying the amounts. The other Terms and Conditions for sale is enclosed to the Tender Form.
4. The Sealed Tenders can directly be submitted to Branch Manager, APSFC,---- Branch.
5. The interested bidders can also submit their bid along with proof of having deposited the EMD through Web Portal: <http://www.-----in> also, (the user ID & Password can be obtained on free of cost by registering their names with <http://www.-----in>) through Login ID & Password.
6. The Tender Form shall be accompanied by Stipulated Earnest Money Deposit (EMD) by way of Demand Draft/ pay order drawn on nationalized bank or schedule bank in favor of Andhra Pradesh State Financial Corporation, cheque or cash towards EMD shall not be accepted.
7. The property will not be sold below the reserve price.
8. The property can be inspected on ----- between --- am and----- pm.
9. After the highest bid in the e-auction is identified:
  - i. The EMD paid by all other bidders except the highest bidder will be returned.

- ii. The highest bidder will have to deposit 25% (inclusive of EMD) of the bid within 15 days by way of RTGS/DD/Pay Order/payable to the APSFC at the place where the auction is held.
- iii. The balance amount shall be paid to the Branch Manager on or before 60<sup>th</sup> day of confirmation of sale or such extended period as may be agreed upon in writing, in any case not exceeding 3 months.

10. In case of 25% is not paid within specified time, the EMD shall be forfeited. In case after paying 25%, the balance amount is not paid within 60 days of confirmation of sale or within the extended period, then 25% of bid amount already paid will be forfeited. The defaulting highest bidder shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold.

11. The sale is subject to confirmation by the Branch Manager/Secured Creditor.

12. The Branch Manager reserves the right either to accept or reject any bid in the auction without assigning any reasons and the decision of the Branch Manager in this regard shall be final.

13. The Branch Manager reserves the right to cancel or postpone the sale at any time without assigning any reason.

14. If the entire amount of the bid is paid to the Corporation in the manner stipulated, then the Branch Manager will execute a Sale Deed in favor of the successful bidder for the land and building / machinery (at cost of the bidder) and the Branch Manager shall deliver the property to the highest bidder.

15. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation by the APSFC. The Branch Manager/Secured Creditor shall not be responsible in any way for any third party claims / rights / dues.

16. The EMD and other deposits shall be remitted through EFT / NEFT / RTGS to APSFC account as specified above and the amount of EMD paid by the interested bidder shall carry no interest. The amount of EMD paid by the successful bidder shall be adjusted towards the sale consideration/price.

17. EMD of unsuccessful bidders will be returned through EFT / NEFT / RTGS to the bank account details provided by them in the bid form and intimated via their e-mail id.

18. The sale deed will be executed in the name of the purchaser only, after payment of the entire sale consideration/price amount.

19. The purchaser shall bear the charges/ fee payable for conveyance such as registration fee, stamp duty, etc., as applicable as per law.

20. For other conditions not covered, the decision of the Branch Manager is final.

Branch Manager  
ANDHRA PRADESH STATE FINANCIAL CORPORATION  
----- Branch,

Place:

Date :

**ANNEXURE -VI**  
**TENDER FORM**

To

The Branch Manager,  
AP State Financial Corporation  
----- Branch.

Sir,

Sub: Submission of Tender for purchase of \_\_\_\_\_  
Ref: Sale Notice dated \_\_\_\_\_ published in \_\_\_\_\_

I/We submit my / our tender for purchase of Property at Sl. No.....offered by you in your advertisement dated \_\_\_\_\_ in \_\_\_\_\_ Newspaper on outright sale basis/loan basis, which is on „As is where is basis“ and „As is what is basis“, „Whatever there is“ and „Without recourse“ basis. I/we furnish the necessary details as below:

1. Name of Tenderer	
2. Constitution. Individual / HUF / Proprietary Concern / Partnership firm / Private Limited Company / Public Limited Company/ Co- operative Society	
3. Address, cell / telephone number, e mail ID for communication.	
4. Name, Address and telephone number, e-mail of contact person, if any for communication	
5. Description of the Property/item for which tender is submitted and amount.	Land : Rs. _____ Buildings: Rs. _____ Plant & Machinery: Rs. _____ Others: Rs. _____ Total : Rs. _____ (Rupees in words _____)
6. Terms of payment	On 100% down payment basis or On loan basis with _____ % of down payment.
7. EMD	Rs. _____/- ( in words).....

8. Details of EMD Payment Mode: DD/Pay Order/RTGS/NEFT/ and / or any other acceptable mode of money transfer without time lag –preferably by	Date : Amount:
RTGS/NEFT	Bank : Branch Name: UTR No.: D.D.No.:
9. Bank details for refund of EMD	Name of the Accountholder: A/c No.: Bank : Branch Name : IFSC Code:

I/ we have read and understood the terms and conditions of e-auction and verified the other particulars regarding the property being offered for e-auction through this tender. I / We have further understood that the sale is being made on „As is where is basis“ and “As is what is basis”, „Whatever there is“ and „Without recourse“ basis and also without any representations and warranties from the APSFC on encumbrances, statutory liabilities etc.

I / we have signed the tender document as required therein. I / we agree to abide by the terms and conditions for e-auction sale. I / we have enclosed all documents as required to be submitted along with this tender. I / we, am / are fully aware and agree that the Seller shall have the sole right either to accept or reject the tender without assigning any reason. The EMD amount can be forfeited, if I didn't participate in the e-auction.

Yours faithfully,

**(Signature of the Tenderer)**

(for Stamp is required in case of Tenderer is Partnership Firm/ HUF/ Company/ Society)

**NOTE:** Please read the terms and conditions for sale of the property as mentioned in the tender document before filling up and submitting the tender. Furnish correct and complete information. Furnishing incorrect or false information relating to any fact and/or failure to enclose any required document, which may materially affect the selection of the tender, may cause the tender to be rejected. Whether any such fact/information is material or not, is subject to the facts and circumstances of the case and shall be decided by the Seller at his sole discretion which shall be final and binding.

Enclosure (1) to Annexure-VI

DECLARATION

Place:

Date:

The Branch Manager,  
AP State Financial Corporation  
----- Branch

-----  
Sir,

1. I/We, the tenderer/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Online e-auction.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our bid and that the particulars remittance given by me/us in the bid form is 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 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 APSFC and the APSFC will be at liberty to annul the offer made to me/us at any point of time.
4. I/We also agree that after my/our offer given in my/our tender for purchase of the assets is accepted by the APSFC and if I/We fail to accept 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 fulfill any/all the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited.
5. The decision taken by the Branch Manager, ----- Branch of the APSFC in all respects shall be binding on me/us.
6. I/We also undertake to abide by the additional conditions if announced during the e-auction including the announcement of correcting and/or additions or deletions of terms being offered for sale.

Signature: .....

Name:.....

Address:.....

e-mail-id.....

Mobile:.....

## **ANDHRA PRADESH STATE FINANCIAL CORPORATION**

### **General Terms and Conditions for Sale of Assets under Sec.29 of State Financial Corporations Act 1951.**

1. All the tenderers who have submitted the tenders shall participate in e-auction process irrespective of their quotes mentioned in the tender form. Mere submission of highest tender in the tender form does not entitle the tenderer to claim as highest bidder without participation in e-auction process.

The e-auction will be conducted online by e-auction service provider viz., M/s. -----. The Branch Manager shall be contacted for process of participation in e-auction sale. Necessary guidance and training will be service provided through M/s. -----.

2. The assets for sale are on 'As is where is basis', 'As is what is basis', 'Whatever there is' and 'Without recourse' basis. The tenderers / Bidders may submit their tender / quote their offer after verification / inspection of assets. For inspection of the Assets, the concerned Branch Manager may be contacted.
3. The assets being put for sale shall be utilized by the auction purchaser for industrial purpose only.
4. Every tenderer is deemed to have gone through and accepted the Terms and Conditions for sale. There shall not be any counter proposals or different manner of paying the amounts.
5. Sealed tender is required to be submitted in the prescribed form. The stipulated E.M.D. shall be submitted separately by way of Demand Draft/Pay Order drawn on any Nationalized Bank/Scheduled Bank in favour of "A.P. STATE FINANCIAL CORPORATION". Cheques or cash towards EMD shall not be accepted.
6. All the columns in the tender form must be filled. Incomplete information is liable for rejection.
7. Conditional tenders will be treated as invalid. Please note that after submission of the tender/s, no correspondence regarding any change in the terms will be entertained.
8. The Branch Manager may negotiate for further enhancement of the bid with the highest tenderer identified in e-auction process.
9. Tenderers may inspect on the date(s) given in the public sale notice / tender document and satisfy themselves regarding the physical nature, condition, extent, etc of the property. Bidders are bound by the principle of caveat emptor (Buyer Beware). Complaints, if any in the matter of inspection shall immediately be brought to the notice of the Authorized Officer.
10. Tenderers may inspect and verify the title deeds and other documents relating to the property available with the Corporation.

11. The interested tenderers shall submit one tender form for each property. In case tenderer, offers for more than one property, he/she will have to submit separate EMD amount for each property along with the bid amount.
12. The bid/s shall be accompanied by stipulated Earnest Money Deposit (EMD) by way of NEFT/RTGS/Demand Draft/Pay order drawn on nationalized bank or schedule bank in favor of Andhra Pradesh State Financial Corporation, cheque or cash towards EMD shall not be accepted.
13. Incomplete tender forms will not be accepted and the bids submitted without EMD amount shall be summarily rejected.
14. No property will be sold below the reserve price. Any tender quoted below reserve price will be treated as invalid.
15. There are no express or implied conditions or warranties of sale. Neither reliance can be had on any description nor will any complaint against the description be entertained.
16. The Branch Manager / Corporation will not be responsible for any deviation or modification or reduction in extent and other descriptions mentioned in the e-auction sale notice.
17. In case the date of inspection/e-auction is declared by the Government as a public holiday, then such date of inspection/e-auction automatically will get postponed to the next working day at the same time without any further communication in this regard.
18. The Branch Manager reserves the right to negotiate with the highest bidder e-auction more than reserve price for enhancement of the bid and to confirm the sale in favour of the person whose bid is highest.
19. After the highest bid in the e-auction is identified:
  - i. The EMD's paid by all other bidders except the highest bidder will be returned.
  - ii. The highest bidder will have to deposit 25% (inclusive of EMD) within 15 days in the form of NEFT/RTGS/DD/Pay Order payable to the APSFC at the place where the e-auction is held.
  - iii. The balance amount is payable on or before the 60<sup>th</sup> day of confirmation of sale of the assets by the Branch Manager or within the extended period as agreed between the parties.
20. In case 25% of sale price is not paid within stipulated time, the EMD will be forfeited. In case after paying 25%, the balance amount of 75% is not paid within 60 days of confirmation of sale or within such extended period, then 25% of bid amount already paid will be forfeited. The defaulting highest bidder shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold.
21. The Branch Manager reserves the right either to accept or reject any bid in the e-auction without assigning any reasons and the decision of the Branch Manager in this regard shall be final.
22. In respect of joint finance cases (i.e., on pari-passu basis) the sale finalization will be subject to receipt of concurrence from all other joint finance institutions. If concurrence is denied for any reason by the other participating institutions, the sale proposal shall be cancelled and EMD be refunded.

23. In case the sale is on loan basis, the bidder/tenderer shall submit his bio-data along with passport size photos at the time of submission of tender. Further, the successful bidders/tenderers are required to pay a minimum down payment of 35% of the sale consideration, or as stipulated by the Sale Negotiations Committee/Competent Authority including the EMD within 30 days from the date of communication of sale by the Corporation and shall get the sale deed registered at his own cost immediately. The balance sale consideration shall be paid in quarterly installments or such other schedule as stipulated with further interest as per the prevailing rates for the loan period as fixed by the Corporation.
24. The successful bidders / tenderers proposing to purchase the assets on loan basis shall have to provide such collateral securities as determined / stipulated by the Corporation at the time of completing legal formalities.
25. In case the sale is finalized on 100% down payment basis, the entire sale consideration including EMD shall be paid within 60 days from the date of communication of sale or as decided by the Corporation, failing which EMD / Additional amount paid will be forfeited without giving any notice.
26. The Corporation reserves the right to prefer the offer receive on 100% down payment basis over the highest offer received on loan basis based on "Net present Value" calculations or basing on any other prudent financial principles.
27. There is no commitment on the part of the Corporation for considering any additional term loan to re-start the unit or diversifying into other lines of activity.
28. The Branch Manager reserves the right to cancel or postpone the sale at any time without assigning any reason.
29. The Branch Manager reserves the right to withdraw from the sale or withhold from selling any of the mortgaged assets at any time but prior to confirmation of sale.
30. To the best of knowledge and information of the Branch Manager, no other encumbrance exists on the properties. However, the intending bidders should make their own independent enquiries regarding the other encumbrances, title of property(es) put on e-auction and claims/rights/dues effecting the property, prior to submitting their bid. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Corporation. The property is being sold with all the existing and future encumbrances whether known or unknown to the Corporation. The Branch Manager shall not be responsible in any way for any third party claims/rights/dues.
31. Where the immovable property sold is subject to any encumbrance to the knowledge of the Corporation, the Branch Manager, if he thinks fit will allow the highest bidder to deposit the money required to discharge the encumbrance and any interest due thereon together with such additional amount that may be sufficient to meet the contingency or further cost, expenses and interest as may be determined by the Branch Manager.
32. The particulars specified in the e-auction notice published in the newspapers and annexed herein below have been stated to the best of the information of the under signed, however undersigned shall not be responsible/liable for any error, misstatement or omission. It shall be the responsibility of the bidders to inspect and satisfy themselves about the assets and specification before submitting the bid.

33. The Corporation shall not be liable for any payment of dues whatsoever by the defaulting industrial concern to any Institutions/agencies including the Government, except for Panchayat/Municipal taxes dues on the immovable property offered for sale.

34. If the entire amount of the bid is paid to the Corporation in the manner stipulated, then the Branch Manager will execute a Sale deed in favour of the successful highest bidder for the land and building / machinery (expenses on bidder's account) and the Branch Manager shall deliver the property to the highest bidder.

- (i) Sale deed will be issued by the Branch Manager of the Corporation only in the name/names of the tenderers whose name/names are mentioned in the tender form.
- (ii) No request for inclusion/substitution/exclusion of names mentioned in the tender form will be permitted in the sale deed to be issued.
- (iii) Sale Confirmation/Sale Deed shall be collected in person or through an authorized person.
- (iv) The Stamp Duty, Registration Charges, etc. as per relevant laws for the sale deed shall be borne by the successful bidder.
- (v) The Sale Deed will not be issued pending operation of any stay/ injunction/restraint order passed by any Court /Tribunal/Forum against the issue of Sale Deed.
- (vi) The deposit made by the successful-bidder, pending execution of Sale Deed, will be kept in noninterest bearing deposit account.
- (vii) No request for return of deposit either in part or full/cancellation of sale will be entertained.
- (viii) The title deeds and other documents related to the property and deposited with the Corporation for creation of Equitable Mortgage shall be delivered to the Successful bidder/E-auction Purchaser, on execution of the Sale Deed.

35. In case of stay of further proceedings by any Court /Tribunal/Forum, the e-auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation. However any deposits by the tenderer will be returned at the request of tenderer.

36. For other conditions not covered, the decision of the Branch Manager is final. The above terms and conditions are in addition to the conditions if any stipulated in the advertisement for sale.

37. Any dispute is subject to the jurisdiction of High Court of judicature at Hyderabad for the State of Telangana and the State of Andhra Pradesh.

**SIGNATURE OF THE TENDERER:**

**NAME OF THE TENDERER:**

**DATE:**

Enclosure (3) to Annexure-VI

**FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER**

*(To be filled and submitted by the Bidder/Offerer)*

1.	<i>a)</i> Full Name of the Bidder <i>(in Block letters)</i>	
	<i>b)</i> Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	
	<i>c)</i> Mobile Nos.	
	<i>d)</i> E-mail ID	
	<i>e)</i> Aadhar No.	
2.	Brief particulars of business (if any) has availed any loan from APSFC. If so details / present position.	
3.	Relationship, if any, the Bidder has with any employee of APSFC	
4.	Name and particulars of the Company/Firm/Person in whose name the Secured Assets/property are to be purchased	
5.	Particulars of Bank Account No. and Name of the Bank	
6.	Income Tax Permanent Account Number(s) (PAN) of Bidder (enclose copy of PAN Card)	

**(Each and every information called above should be produced documentary evidence).**

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Branch Manager or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

**Signature of the duly authorised official of the Bidder**

**Name and Designation of the Authorised Signatory/Branch Manager.**

Place :

Date :

**Encl: copy of PAN & Aadhar Cards**