



# **TOURISM FINANCE CORPORATION OF INDIA LTD.**

4<sup>th</sup> Floor, NBCC Plaza, Tower I, Sector V, Pushp Vihar, New Delhi 110017

Phone: +91-11-29561180, Fax: +91-11-29561170

Website: [www.tfcilttd.com](http://www.tfcilttd.com)

CIN L65910DL1989PLC034812

## **BID DOCUMENT**

**FOR SALE OF SECURED ASSETS SITUATED AT**

**OOTY TOWN, TAMIL NADU**

**MORTGAGED WITH**

**TOURISM FINANCE CORPORATION OF INDIA LTD.**

**FOR THE FINANCIAL ASSISTANCE AVAILED BY**

**CAFÉ D LAKE PVT. LTD. (CDPL)**

**By Authorised Officer : Shri N Ramachandran, DGM, TFCI**

**Under**

**The Securitisation and Reconstruction of Financial Assets and  
Enforcement of Security Interest Act, 2002 read with  
The Security Interest (Enforcement) Rules, 2002**

**இந்திய சுற்றுலா நிதிக்கழகம் லிட.**  
 (FCI Ltd.), 13-ஆவது மாடம், 61 நேரு இடம், நியூ டெலி-110019  
 தொலைபேசி: +91-11-26291151, தொலைக்கேள்வி: +91-11-26291152, E-மேல்: ho@fciltd.com  
 இணையத்தளம்: www.fciltd.com, CIN: L55910DL1989PLC034812

**சுவார்த்தை அறிவிப்பு**

மேல்க்கண்டவாட்டில் பத்திரியாக்கம் மற்றும் நிதிச் சொத்துக்களை மறுசீரமைத்தல் மற்றும் டீவலப் செய்து மீளான உரிமை அளவாக்கம் செய்ய, 2002 கீழ் இந்திய சற்றுவா நிதிச் சட்டம் விதிப்படி (TFCI) அதிகாரப்பூர்வ அதிகாரியாக இருக்கிறபடியான மேல்க்கண்டவாட்டில் சொத்து (அளவாக்கம்) விதிக்க 2002-ம் விதி 8 உடன் பிரிவு 13(12) கீழ் தகவல்கள் அதிகாரத்தை யாப்படுத்தி 29.09.2016 தேதியிட்ட கோரிக்கை அறிவிப்பு வழங்கி அதில் கடன்தாரர் M/s. காஃபே டி. லேக் பி. லிட., மற்றும் அடாளதாரர்கள் ஓயிந்தாரர்கள் திரு. P. பிரகாசன் ரெட்டி மற்றும் திரு சந்திரா ரெட்டி ஆகியோர் மேல் கூறிய விதிகளின் கீழ் 15.08.2016 தேதிய திருவாய்தொகை ரூ.68,97,218/- (ரூபாய் ஆறு கோடியே அறுபத்தெட்டு லட்சத்து தொண்ணூற்று எழாயித்து இருபத்தாறு பதினெட்டு மட்டும்) மற்றும் 15.08.2016 முதல் பணம் செலுத்தும் அல்லது கடன் தீர்த்தல் வரையான மேல்வெள்ளு லட்சத்தின் சேர்த்து வரும் 60 நாட்களுக்கு மேல்தொழைய கோரியிருக்கார்.

கடன்தாரர் மற்றும் ஓயிந்தாரர்கள் / அடாளதாரர்கள் தொகையை திருப்பில் செலுத்த தயவியுள்ளார், இதற்குமேல் கடன்தாரர், ஓயிந்தாரர்கள் / அடாளதாரர்கள் மற்றும் பொதுமகம் பொதுமகளுக்கு வழங்கப்படும் அறிவிப்பானது இந்திய சற்றுவா நிதிக்கழகம் விதிப்படி அதிகாரப்பூர்வ அதிகாரியாக மேல்க்கண்டவாட்டில் மேற்கூறிய விதிகளின் விதி 8 & 9 உடன் மேற்கூறிய சட்டத்தின் பிரிவு 14 (4) கீழ் அவருக்குள்ள அதிகாரத்தை யாப்படுத்தி இந்திய சற்றுவா நிதிச் சட்டத்தின் மேற்கூறிய திருவாய்க்கை மீட்டற்றகை 05 ஜனவரி, 2017 நாளில் அடாளதாரப்பூர்வ வசதிகள் செய்துள்ளார்.

திரு. P. பிரகாசன் ரெட்டிக்கு சொந்தமான அளவா சொத்து விவரம்

வருவாய் சீரமை எண் 1507/1B1A-ல் அடங்கிய மேல்க்கண்ட அளவாயிய மேல்க்கண்டவாட்டில் பாதாளத்தில் கட்டிய பழைய மாலட்டத்தில் கட்டிய, சார்பிதாரர் பழைய | திசையில்க்கண்ட, கட்டிய மாலட்டம், கட்டிய நகரின் இருக்கும் மேல்க்கண்ட அளவாத்தாரர் 0.60 ஏக்கர் அளவு 26,126 சதுர அல்லது தோளைய அளவுக்கு இணையான திசைநிலை அளவாத்து துண்டு அதில் உட்பட மற்றும் எதிர்வாய் ஆகிய இடங்களும், கட்டப்பட்ட மேல்க்கண்டவாட்டில் அளவாத்து கட்டியகல், கட்டையப்பகல், திருவாய் சுவையவகை மற்றும் திசைநிலை இணைக்கப்பட்ட அல்லது திசைநிலை இணைக்கப்பட்ட ஏதாவதுகல் பிரத்தியாக வகைக்கப்பட்ட தளவாய் மற்றும் இயந்திரம், அதில் திருவாய்க்கண்டவாட்டில் அல்லது பொருத்தப்படுகிறவாய்க்கண்டவாட்டில் பொருத்து சாதனங்கள் மற்றும் சாதனங்கள் மற்றும் அதற்குரிய ஒவ்வொரு பகுதியில் சேர்த்து.

கடன்தாரர் மற்றும் மேற்கூறிய ஓயிந்தாரர்கள்/அடாளதாரர்களுக்கு குறிப்பிட்ட பொது மகம் பொதுமகங்களுக்கு இடமல்லாமல் எச்சரிக்கப்படுகிறது மேற்கூறிய சொத்துக்கள் அல்லது அதன் எதிர்த்தல் பகுதியுடன் எந்த உட்கலைகளை மேற்கொள்ளவேண்டாம். மேல்க்கண்டவாட்டில் அளவாத்து உட்கலைகளுக்கு 15-08-2016 தேதிய திருவாய் ரூ.68,97,218/- (ரூபாய் ஆறு கோடியே அறுபத்தெட்டு லட்சத்து தொண்ணூற்று எழாயித்து இருபத்தாறு பதினெட்டு மட்டும்) தொகையை 15-08-2016 முதல் பணம் செலுத்தும் நாளில் அல்லது கடன் தீர்த்தல் வரையான மேல்க்கண்டவாட்டில் லட்சத்தின் சேர்த்து இந்திய நிதி சற்றுவாக்கழகம் விதிப்படி வாய் செலுத்துவதற்குப்பட்டது.

ஒய்-  
 இடம் : கட்டிய அதிகாரப்பூர்வ அதிகாரி  
 நாள் : 06-01-2017 இந்திய சற்றுவா நிதிக்கழகம் லிட.

*Dimakaran TFCI  
 Coimbatore- 11/01/17*

**TOURISM FINANCE CORPORATION OF INDIA LTD.**  
 IFCI Tower, 13th Floor, 61 Nehru Place, New Delhi - 110019  
 Tel.: +91-11-26291151, Fax: +91-11-26291152, E-mail: ho@fciltd.com  
 Website: www.fciltd.com, CIN : 55910DL1989PLC034812

**POSSESSION NOTICE**

Whereas the undersigned being the Authorized Officer of the Tourism Finance Corporation of India Ltd. (TFCI) under Securitization And Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under Section 13(12) read with Rule 8 of the Security interest (Enforcement) Rules 2002, issued demand Notice dated 29.09.2016 calling upon the borrower M/s Café D Lake Pvt. Ltd. and the mortgagors/guarantors Mr. P Prabhakar Reddy and Mr. Chakradhar Reddy to pay the amount mentioned in the said notice being Rs. 6,88,97,218/- (Rupees six crores sixty eight lakhs ninety seven thousand two hundred and eighteen only) due as on 15.08.2016 together with further interest w.e.f. 15.08.2016 till payment or realization, within 60 days thereof.

The borrower and the guarantors/mortgagors having failed to repay the amount, notice is hereby given to the borrower, guarantors/mortgagors and the public in general, that the undersigned as the Authorised Officer of TFCI, has taken symbolic possession of the following property in exercise of powers conferred on him under section 13 (4) of the said Act, read with Rule 8 & 9 of the said Rules on the 08th January, 2017 for recovery of aforesaid dues of TFCI.

Description Of The Immovable Property owned by Shri P Prabhakar Reddy

All that parcel of land admeasuring 0.60 acres equivalent to 26,126 sq.ft. or thereabout comprised in and forming part of Rev.Sy. No.1507/1B1A and being lying and situated at Ooty Town, District Ooty, within the Jurisdiction of Sub-Registrar of Assurances I, Ooty, in the Registration District Ooty in the State of Tamil Nadu together with all buildings, structures, erections, etc. constructed and/or to be constructed thereon, both present and future and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected/installed or to be erected/installed thereon and every part thereof.

The borrower and the said guarantors/mortgagors in particular and the public in general are hereby cautioned not to deal with the said properties or any part thereof and any dealing with the property will be subject to the charge of Tourism Finance Corporation of India Ltd., for an amount of Rs. 6,88,97,218/- (Rupees six crores sixty eight lakhs ninety seven thousand two hundred and eighteen only) due as on 15.08.2016, together with further applicable interest w.e.f.15.08.2016 till payment or realization.

sd/-  
 Place : Ooty Authorised Officer  
 Date : 06.01.2017 Tourism Finance Corporation of India Ltd.

*TOL- TFCI  
 Coimbatore- 11/01/17*



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CIN : L65910DL1989PLC034812 website: www.tfciltd.com

**NOTICE FOR SALE**

The Authorised Officer (AO) of Tourism Finance Corporation of India Ltd., New Delhi under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, invites Bids/Offeres through e-auction for sale of the following secured asset belonging to Mr. P Prabhakar Reddy, Guarantor/Mortgagor in the Loan Account of Café D Lake Pvt. Ltd. under the provisions of the said Act read with the Security Interest (Enforcement) Rules, 2002, symbolic possession whereof was taken by the AO on 06-01-2017. Whereas sale of the secured asset has to be made through Public E-auction for recovery of the secured debt due to TFCI given hereunder plus future interest, costs and charges incurred by TFCI thereon, on **AS IS WHERE IS AND WHAT IS THERE IS BASIS**, through public E-auction. The General Public is invited to bid either personally or by duly authorised official. The Auction sale will be through online E-auctioning through the portal [www.e-auctions.in](http://www.e-auctions.in).

**Brief description of property/secured assets:**

All that parcel of land admeasuring 0.60 acres equivalent to 26,126 sq.ft. or thereabout comprised in and forming part of Rev. Sy. No.1057/1B1A (New Sy. No. J/10/3) and being lying and situated at Ooty Town, District Ooty, within the jurisdiction of Sub-Registrar of Assurances I, Ooty, in the Registration District Ooty in the State of Tamil Nadu together with all buildings, structures, erections, etc. constructed and/or to be constructed thereon, both present and future and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected/installed or to be erected/installed thereon and every part thereof.

**2. The details of the secured lender and its outstanding dues are as under.**

Name of the secured lender	Dues position As on	Amount
Tourism Finance Corporation of India Ltd.	15-08-2016	Rs.6,68,97,218/-

**3. The details of Assets, Reserve Price, EMD etc.**

Description of Secured Asset	Reserve Price (Rs. In lakh)	Amount of EMD (Rs. In lakh)	Date/Time of Deposit of EMD	Date/Time of E-Auction	Amount of Increment Extension of Time
As Above	Rs.126.00	Rs.12.00	28/12/2017 upto 16.00 hrs.	29/12/2017 11.00 am to 12.00 noon	Rs.1.00 lakh 10 minutes

The detailed Terms & Conditions of the E Auction are available on [www.tfciltd.com](http://www.tfciltd.com) / [www.e-auctions.in](http://www.e-auctions.in) which may please be perused.

**Important Terms and condition of e-Auction Sale :**

**Company has filed Securitisation Application No.196/2017 before DRT, Delhi and confirmation of the sale shall be subject to outcome of said SA.**

1. e-Auction will be upto the date & time mentioned in the e auction notice, with extensions of 10 Minutes each for bid increment. 2. Date and time of inspection of the securities and the related papers can be decided in co-ordination with the AO, TFCI. 3. If the borrower/mortgagor pays in full the amount due, before the date of acceptance of bid by TFCI, the Bid/s will not be acted upon. 4. The Authorised Officer reserves the right to accept any or reject all bid/s, if not found acceptable or to postpone the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final. 5. Earnest money deposit shall be paid by D.D /Pay Order drawn on any Nationalised/Scheduled Commercial Bank (other than co-operative banks) drawn in favour of Tourism Finance Corporation of India Ltd. The EMD received late for any reason whatsoever will not be entertained. The EMD can also be paid through NEFT/RTGS in account of Tourism Finance Corporation of India Ltd. HDFC Bank Ltd., G-3-4, Suryakiran Building, No.19, K.G.Marg, New Delhi 110001, Current A/c 00030350001091 RTGS / NEFT IFSC Code: HDFC0000003. 6. The initial deposit (25% of amount of bid as accepted by TFCI including the EMD) shall be paid by 17.00 Hrs. on the same day of acceptance of highest bid by Secured Creditor in respect of sale or within the extended time upto 1700 hrs. on next day if allowed by the Authorized officer, failing which the EMD will be forfeited and the property shall be sold again and the defaulting bidder shall forfeit all claims to purchase the property. After such forfeiture, the AO may, at his absolute discretion, may consider the second highest bidder and confirm the sale in its favour after receipt of 25% of the offer price as above. 7. Balance 75% of the bid amount shall be paid within 15 (fifteen) days from the date of confirmation of sale or such extended period as may be agreed in writing by the AO at his discretion failing which the amount deposited by the bidder shall be forfeited. 8. There are no encumbrances known to the secured creditor. The Authorized Officer shall not be responsible for any charges, lien, encumbrances, property tax or any other dues to the Govt. or any other authority in respect of the properties under sale. 9. The successful bidder/s shall bear exclusively all the charges/taxes/rates/duties payable for conveyance/transfer, any other known / unknown liability, expenses, property tax, any other dues to the Govt. or any other authority in respect of properties/assets sold. 10. The sale is subject to confirmation by the secured creditor. The Sale Certificate shall be issued in the same name by whom the bid/tender was submitted. 11. The Bidder shall submit along with EMD, copy of PAN Card, Address Proof details & Email ID along with application to participate in the e-auction. The bidders other than individuals shall also submit proper mandate/resolutions/authorisation for bidding. 12. The secured asset will not be sold below the reserve price. Bidder has to bid at least one increment above the Reserve Price. The auction sale will be "online through e-auction" portal [www.e-auctions.in](http://www.e-auctions.in). 13. The interested bidders are required to register themselves with the portal and obtain login ID and Password well in advance, which is mandatory for e-bidding, from M/s Nextenders (India) Pvt. Ltd. The helpdesk number of the service provider is 020-30187500 / 09167246751 and email-support.eauctions@nextenders.com. 14. The bidders are also advised to go through the portal <http://tfciltd.com> for detailed terms and conditions for e-auction sale before submitting their bids and taking part in the e-auction sale proceedings and or contact Shri N Ramachandran (9911194397), DGM. 15. The EMD will be refunded to the unsuccessful bidders within 2 days from the date of e-auction and the bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any). 16. TFCI shall not be liable for any disruption due to technical reasons or reasons beyond the control affecting the e-auction. 17. The bidders may, at their option and cost, inspect the property in consultation with the AO. 18. Every bidder has to login at begin time necessarily. The E-Auction will be closed if no incremental bid is received in given time.

Date : 21-11-2017  
Place : New Delhi

sd/-  
(Authorised Officer)

**BID DOCUMENT FOR SALE OF SECURED ASSETS SITUATED AT SOMAJIGUDA, HYDERABAD, TELANGANA, MORTGAGED WITH TOURISM FINANCE CORPORATION OF INDIA LTD. (TFCI) FOR THE FINANCIAL ASSISTANCE AVAILED BY M/S. CAFÉ D LAKE PVT. LTD. (CDPL)**

**1. INTRODUCTION**

Bids through e-Auction are invited by Authorised Officer, TFCI on **“AS IS WHERE IS” AND “WHAT IS THERE IS BASIS”** for purchase of property mortgaged by Mr. P Prabhakar Reddy, guarantor/ mortgagor in the Loan Account of M/s Café D Lake Pvt. Ltd. (CDPL), situated at Ooty District,, in the State of Tamilnadu. The outstanding dues as on 15-08-2016 is Rs. 6,68,97,218/- (Rupees six crore sixty eight lakh ninety seven thousand two hundred eighteen only) together with further interest from the said date at the contractual rates & other debits till realization. The details of the secured asset for sale and the Reserve Price thereof are mentioned below:

**DESCRIPTION OF PROPERTIES**

<b>Description of Secured Assets</b>	<b>Reserve Price</b>	<b>Earnest Money Deposit</b>	<b>Date &amp; Time for E-Auction</b>
All that parcel of land admeasuring 0.60 acres equivalent to 26,126 sq.ft. or thereabout comprised in and forming part of Rev. Sy. No.1507/1B1A and being lying and situated at Ooty Town, Disrict Ooty, within the jurisdiction of Sub-Registrar of Assurances I, Ooty, in the Registration District Ooty in the State of Tamil Nadu together with all buildings, structures, erections, etc. constructed and/or to be constructed thereon, both present and future and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected/installed or to be erected/installed thereon and every part thereof.	Rs.126 lakh	Rs.12 lakh	29-12-2017 11.00 AM To 12 noon

**2. TERMS AND CONDITIONS OF SALE**

- 2.1 The E-Auction will be conducted online through [www.e-auctions.in](http://www.e-auctions.in) and the E-Auction will be conducted with the help of service provider M/s Nextenders (India) Pvt. Ltd on the date and time as mentioned above with extension of 10 minutes each for bid increment of Rs.1,00,000/-.
- 2.2 Extension of date, if any, for submission of EMD Documents and auction will be informed to public on TFCI website [www.tfcilttd.com](http://www.tfcilttd.com)
- 2.3 Persons wishing to participate are required to deposit, (a) Earnest Money Deposit, (b) his Passport size photograph and (c) a copy of Photo ID Proof., copy of Board Resolutions / Authorisation, etc.
- 2.4 The Bid/Tender documents comprising detailed terms & conditions of the sale can be obtained from the office of TFCI on payment of Rs.1000/- or can be downloaded from TFCI's website ([www.tfcilttd.com](http://www.tfcilttd.com)). However, in case the Bid Document is downloaded from the website of TFCI, the bidder shall deposit an amount of Rs.1000/- towards cost of the Bid document in addition to the EMD.

- 2.5 The interested bidders shall deposit their EMD being 10% of the Reserve Price by way of Demand Draft drawn in favour of "TOURISM FINANCE CORPORATION OF INDIA LTD." payable at New Delhi and addressed to "The Authorized Officer, TFCI Ltd., 4th Floor, NBCC Plaza, Tower I, Sector V, Pushp Vihar, New Delhi 110017". The last date and time for deposit of the Bid Document is 28-12-2017 upto 16.00 hrs.
- 2.6 Tenders accompanied by short EMD or without EMD and/or with their own conditions, etc. are liable to be rejected / ignored summarily.
- 2.7 Tenders not accompanied by demand draft of Rs.1,000/-, in case the tender document is down-loaded from the TFCI web-site, are also liable to be rejected/ ignored summarily.
- 2.8 On receipt of EMD the prospective bidders shall receive user-id/password on their valid email id (mandatory for e-auction) from M/s Nextenders (India) Pvt. Ltd. The Prospective bidders may avail online training on e-auction from M/s Nextenders (India) Pvt. Ltd. The helpdesk number of the service provider is 020-30187500/0916724675 and email ID is [support.eauctions@nextenders.com](mailto:support.eauctions@nextenders.com).
- 2.9 The EMD of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidder shall be refunded. The EMD shall bear no interest. The successful bidder shall have to deposit 25% of the sale price (including EMD) by way of demand draft favouring "Tourism Finance Corporation of India Ltd." payable at New Delhi or through RTGS (RTGS details can be obtained from TFCI's office) by 1700 hrs. on same day or within the extended time upto 1700 hrs. on next day if allowed by the Authorized officer **Shri N Ramachandran, DGM, TFCI Ltd., New Delhi (M) 9911194397 & Email ID [n.ramachandran@tfciltd.com](mailto:n.ramachandran@tfciltd.com)**. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-auction and the defaulting bidder shall forfeit all claims to the assets or to any part of the sum for which it may be subsequently sold.
- 2.10 The successful bidder shall deposit the balance 75% of the sale proceeds on or before the 15<sup>th</sup> day of the sale date or within such extended period as may be agreed upon in writing by and solely at the discretion of the Authorized officer. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-auction and such bidder shall have no claim/right in respect of property/amount.
- 2.11 The interested parties may carry out their own due diligence in respect of the Secured Assets. The bidder shall be deemed to have full knowledge of the relevant documents, assets, etc. whether he inspects/visits or not.
- 2.12 The bidder shall be deemed to have inspected and satisfied himself about the Secured Assets. The Bidder may, in his own interest and at his cost, verify the title to the property, description of assets and other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself about the names, descriptions, particulars, quantity, quality, etc. if any, and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/properties and their condition.
- 2.13 The Bidder shall not be entitled to receive re-imbusement of any expenses which may have been incurred in preparation of the Bid/Offer for submission or for any other purpose in connection with purchase of said assets.
- 2.14 The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or representation on behalf of TFCI. The Property is being sold with all the existing and future encumbrances whether known or unknown to TFCI.
- 2.15 The Successful purchaser shall bear the applicable stamp duties/additional stamp duty/transfer/conveyance charges, fee etc. and also all the statutory/non-statutory dues, taxes, rates, assessment charges, fee etc. owing to anybody.

- 2.16 The Authorized officer is not bound to accept the highest offer and the Authorized officer has the absolute right to accept or reject any or all offer(s) or adjourn/postpone or cancel the E-Auction without assigning any reason.
- 2.17 The parties interested may inspect the property on date and time as mentioned above with prior intimation/permission of the Authorized officer.
- 2.18 In case of any doubt regarding the terms & conditions of the sale, the decision of the Authorised Officer/TFCI will be final.

### **3. ELIGIBILITY**

#### **3.1 The bidder should:**

- a) Be any person, registered trust, registered firm, registered cooperative society, private limited company, public limited company or partnership firm, LLP registered in India.
- b) be legally competent to enter into contract as per prevailing laws.
- c) be financially sound.
- d) enclose Income tax assessment orders for the last three years along with the tender.
- e) enclose documentary proof that he has the liquidity, line of credit and other financial means to meet the bid price.

3.2 Authorised Officer/TFCI may also consider a bid submitted by a consortium of persons/ companies. It is, however, made clear that there should be no change in the consortium structure during the finalisation of the tender right up to the stage of depositing the bid amount in full with TFCI. If there are any changes in the consortium structure, Authorised Officer/TFCI reserves the right to accept/ cancel the sale. However, the financial arrangement between the parties should be specified in the tender documents.

3.3 No bid by a Consortium/ Partnership/ Company/ person shall be entertained if in the opinion of the Authorised Officer/TFCI has led to reduction in competition.

3.4 The bidder should thoroughly satisfy themselves about the nature, conditions and quality of the assets. Authorised Officer/ TFCI gives no guarantee or warranty as to the conditions of the assets/ material or/ its quality or fitness for any specific purpose or use. It should be clearly understood that no claim/ complaint about the quality/ conditions/ fitness for use will be entertained by Authorised Officer/TFCI.

3.5 EMD and Bid/Quotation in respect of the secured assets shall be submitted in the prescribed form only, signed by the bidder on each page in token of having accepted the same and in sealed cover. The same should be addressed to "The Authorized Officer, Tourism Finance Corporation of India Ltd., 4th Floor, NBCC Plaza, Tower I, Sector V, Pushp Vihar, New Delhi 110017" and super-scribing "**OFFER FOR PURCHASE OF SECURED ASSETS MORTGAGED WITH TFCI LTD. FOR THE FINANCIAL FACILITY AVAILED BY M/S. CAFÉ D LAKE PVT. LTD. (CDPL)**".

#### **4. EARNEST MONEY DEPOSIT:**

- 4.1 Bid/Tender should be submitted with EMD amount as mentioned against the property. The EMD has to be paid by way of crossed DD/ Pay Order drawn on any Nationalised/Scheduled bank in favour of "Tourism Finance Corporation of India Ltd." and payable at New Delhi. No interest shall be payable on the Earnest Money Deposit.
- 4.2 Earnest Money in any other form, for example, cheque (including cheque made "good for payment"), Bank Guarantee, Bid Bonds, Call Deposit etc. will not be accepted and such tenders are liable to be rejected outright.
- 4.3 The EMD of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidder shall be refunded. The EMD shall bear no interest. The successful bidder shall have to deposit 25% of the sale price (less EMD) by way of demand draft favoring "Tourism Finance Corporation of India Ltd." payable at New Delhi or through RTGS (RTGS details can be obtained from TFCI's office) by 1700 hrs. on the same day or within the extended time upto 1700 hrs. on the next day, if allowed by the Authorized officer. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-auction and such bidder shall have no claim/right in respect of property/amount.
- 4.4 The successful bidder shall deposit the balance amount of the sale proceeds on or before the 15<sup>th</sup> day of the sale or within such extended period as may be agreed upon in writing by and solely at the discretion of the Authorized officer. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-auction and such bidder shall have no claim/right in respect of property/amount.

#### **5. MODE OF SUBMISSION OF TENDER/ BID:**

- 5.1 Interested bidders shall submit tender/bid for the secured assets. Their bid shall be unconditional.
- 5.2 All tenders must be submitted in the prescribed form only, to be obtained from the Authorised Officer against the payment of Rs.1000/- towards the cost of the tender or downloaded from website, in a sealed cover. The tender must be addressed to "The Authorized Officer, Tourism Finance Corporation of India Ltd., 4th Floor, NBCC Plaza, Tower I, Sector V, Pushp Vihar, New Delhi 110017 and super-scribing **"OFFER FOR PURCHASE OF SECURED ASSETS MORTGAGED WITH TFCI LTD. FOR THE FINANCIAL FACILITY AVAILED BY M/S. CAFÉ D LAKE PVT. LTD. (CDPL)"**. The tender must be submitted by the appointed date and time at the office of TFCI at New Delhi as indicated at para 2.5.
- 5.2 Tenders should be submitted in a sealed cover, along with the following :
  - a) Demand Draft/ Pay order of EMD drawn in favour of TFCI payable at New Delhi along with a letter mentioning the property against which the EMD is deposited.
  - b) The Terms and Conditions of the Tender, duly signed by the tenderer on each page in token of having accepted the same in toto.

c) A demand draft of Rs.1,000/-, in addition to EMD, in case the tender documents are down-loaded from the TFCI web-site.

5.3 The Tenders/ Bids will not be accepted in case the same are sent through fax/ e-mail.

5.4 Incomplete tender or tenders submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of Tender Document are liable to be rejected outright.

**6. PAYMENT SCHEDULE:**

6.1 The EMD of the successful bidder shall be retained towards part sale consideration. The successful bidder shall have to deposit 25% of the sale price (less EMD) on the same day by way of demand draft favoring TFCI payable at New Delhi or through RTGS (RTGS details can be obtained from TFCI's office)

6.2 25% of sale consideration (including the EMD) shall be deposited by way of demand draft favoring TFCI payable at New Delhi or through RTGS (RTGS details can be obtained from TFCI's office) by 1700 hrs. on the same day or within the extended time upto 1700 hrs. on next day if allowed by the Authorized officer.

6.3 The balance amount of the sale consideration is to be paid on or before 15<sup>th</sup> day of the sale date or within such extended period as may be agreed upon in writing by and solely at the discretion of the Authorized officer.

**7. DEFAULT IN PAYMENT BY THE PURCHASER**

In case payment is delayed by the purchaser, the Authorised Officer/TFCI at its sole and absolute discretion may extend the payment period alongwith interest for such delayed period. However, in case the balance purchase consideration along with the due interest is not paid within the extended period as may be prescribed, the sale of the secured asset/s will be automatically cancelled and the Earnest Money Deposit of the tenderer and other money deposited till date will automatically stand forfeited. However, levy of such interest by TFCI shall not be construed to entitle the purchaser to effect delayed payment.

**8. SALES TAX, EXCISE DUTIES AND LEVIES:**

All taxes, duties, charges, fees, by way of stamp-duty, registration charges, taxes, etc. of whatsoever nature, if applicable and related to the sale of secured assets shall be borne and paid by the purchaser.

**9. DELIVERY PERIOD/ POSSESSION:**

After receipt of full and final payment in lieu of the total sale consideration of the assets, TFCI will issue Certificate of Sale as provided under the Rules to SRFA & ESI Act, 2002, in favour of the purchaser and the purchaser will take all necessary steps to take over the possession of the assets immediately.



**10. TERMINATION / BREACH OF CONTRACT**

In the event of non-fulfillment of the terms and conditions by the bidder, Authorised Officer/ TFCI shall cancel the contract / sale with immediate effect, in which case, the EMD along with any amount paid (excluding cost of tender document) shall forthwith stands forfeited.

**11. FORCE MAJEURE:**

Authorised Officer / TFCI shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, pestilence, disturbance, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour 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 TFCI to extend the time of performance on the part of TFCI by such period as may be necessary to enable TFCI 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.

**12. GENERAL INFORMATION:**

- 12.1 It should be noted by the tenderer(s) that by entering into this contract, Authorised Officer/ TFCI is not precluded from entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.
- 12.2 The Authorised Officer/TFCI shall have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein. Each addendum so issued shall form a part of original invitation to tender.
- 12.3 In case offer is not accepted, the bidder shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the bidder through or in connection with the submission of the offer even though Authorised Officer/TFCI may elect to withdraw the invitation for quotation. Should all invitation for quotation be withdrawn or cancelled by Authorised Officer/TFCI for which Authorised Officer/TFCI shall have the right to do so at any time, the Earnest Money paid by the bidders with the quotation will be refunded (without interest) to them in due course.
- 12.4 The tenderer/ bidder shall bear all the cost associated with the preparation and submission of bid. Authorised Officer/TFCI will not, in any case, be responsible or liable for any such costs regardless of the conduct or outcome of the tender process.
- 12.5 The offer price in the tender form should be quoted both in figures and in words. Tenders containing overwritten / corrected or partially erased rates are liable to be rejected.
- 12.6 Authorised Officer/TFCI reserves the right to cancel/ reject any or all the quotations without assigning any reason whatsoever.

- 12.7 The submission of the tender means and implies that the tenderer/ bidder has unconditionally agreed to and accepted all the above terms and conditions of the tender.
- 12.8 Intending tenderer(s) may obtain any clarification required before tendering. Submission of tender implies the tenderer(s) has obtained all the clarifications required and satisfied himself as regards all particulars.
- 12.9 The decision of the Authorised Officer/TFCI in the matter, arising out of this sale, shall be final in regard to all matters relating to the sale.
- 12.10 All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in appropriate court having jurisdiction in New Delhi.
- 12.11 Tenderers must ensure the following while submitting the tender:
- (A) THAT THE TENDER SHOULD BE FILLED IN THE FORMAT OF TENDER BID ENCLOSED AT ANNEXURE– II.
  - (B) THAT EVERY PAGE OF TENDER DOCUMENTS IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER.
  - (C) THAT ALL ALTERATIONS, ERASURE(S) AND OR OVER-WRITING, IF ANY ARE DULY AUTHENTICATED BY THE TENDERER’S SIGNATURE.
- 12.12 Tenderer should state whether he / she is a relative of any Director(s) of TFCI or Tenderer is a firm in which Director(s) or his relative is a partner or tenderer is a company in which Director of TFCI or his relatives are member(s) or Director(s).

**CAFÉ D LAKE PVT. LTD. (CDPL)**

**Description of Secured Assets**

All that parcel of land admeasuring 0.60 acres equivalent to 26,126 sq.ft. or thereabout comprised in and forming part of Rev. Sy. No.1057/1B1A (New Sy. No. J/10/3) and being lying and situated at Ooty Town, District Ooty, within the jurisdiction of Sub-Registrar of Assurances I, Ooty, in the Registration District Ooty in the State of Tamil Nadu together with all buildings, structures, erections, etc. constructed and/or to be constructed thereon, both present and future and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected/installed or to be erected/installed thereon and every part thereof.

**BID**

The Authorised Officer,  
Tourism Finance Corporation of India Ltd.  
4th Floor, NBCC Plaza,  
Tower I, Sector V, Pushp Vihar,  
**New Delhi 110017.**

**1. Particulars of the Bidder,**

1.1 Full name of the Bidder (in block letters):

1.2 Father's Name:

1.3 Age:

1.4 Whether the bidder is competent to contract under Indian Contract Act, 1872 as per Foreign Exchange Regulation Act, 1973 / Foreign Exchange Management Act, 1999 in case of NRI (Tick whichever is applicable)

YES/NO

1.5 Present Business Activity:

**2. Constitution of Bidder (Tick whichever is applicable)**

- Public Limited Company
- Private Limited Company
- Partnership
- Individual/ Sole Proprietary
- Others (specify)

(Furnish documents in support)

Applicant's registered office/ place of business

- Address
- Telephone No.
- Fax No.
- E-Mail No.

**3. Particulars of Bid**

3.1 The price offered is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards the property mentioned in the **Annexure I** hereinabove, mortgaged in favour of TFCI in the Loan A/c of Café D Lake Pvt.Ltd. by its guarantor/mortgagor on **"AS IS WHERE IS AND WHAT IS THERE IS BASIS"**.

3.2 Particulars of Earnest Money Deposit of Rs. \_\_\_\_\_ (10% of offered price):

DD/Pay Order No.	Date	Name of Bank and Branch

**Certified that:-**

- (i) I/We agree to abide by the decision of the Authorised Officer/ TFCI
- (ii) I/We have read and understood terms and condition and hereby unequivocally and unconditionally accept the same.
- (iii) I/We have inspected the site of the Unit and have satisfied ourselves in all respects for which quotation is being submitted.

**Date:**

**Applicant's Signature**

**Full Name:**

**Designation:**

**Name of the Company:**

**Address :**