

TENDER DOCUMENT

**For the Sale of Secured Assets of Mortgagors/ Guarantors,
/mortgaged with IFCI Ltd. for the financial facility availed by
VNR Infrastructure Ltd.**

Through E-Auction

**Secured Assets situated at Penjerla Village, Kothur Mandal,
Mahbubnagar District, Telangana**

**Issued by
The Authorised Officer**



(A Government of India Undertaking)

Website: www.ifcilt.com

Registered Office:

**IFCI Limited,
IFCI Tower
61, Nehru Place,
New Delhi – 110 019**

Regional Office:

**IFCI Limited
5-9-13, Taramandal Complex,
8th Floor, Saifabad
Hyderabad – 500 004**

Dated: 3rd June 2023

TENDER DOCUMENT FOR SALE THROUGH E-AUCTION OF SECURED ASSETS SITUATED AT PENJERLA VILLAGE, KOTHUR MANDAL, MAHBUBNAGAR DISTRICT, TELANGANA, MORTGAGED BY M/S INDU SHREE HOUSING PVT. LTD. AS SECURITY TO THE LOAN(S) AVAILED BY VNR INFRASTRUCTURE LTD. (BORROWER) FROM IFCI LTD.

Ref. No. _____

Date: _____

M/s. _____

I. INTRODUCTION:

Tenders are invited by Authorized Officer/ IFCI Limited on “AS IS WHERE IS”, “AS IS WHAT IS” and “WHATEVER THERE IS” BASIS AND WITHOUT RECOURSE BASIS” for purchase of mortgaged assets of the Mortgagors/ Guarantors, through E-Auction. Description of the assets for sale and Reserve Price thereof are mentioned hereunder:

DESCRIPTION OF PROPERTIES:

Asset Lot No.	Name of Mortgagor/ Guarantor	Outstanding dues as on 15.05.2023	Description of the property to be sold.	Reserve Price	Earnest Money (EMD)	Date & Time of Inspection	Date & Time for Auction
A	M/s Indu Shree Housing Pvt. Ltd.	Against Facility amount of Rs.90.00 Crore (CL-1) and Rs.100.00 Crore (CL-2) Rs.848,34,40,727.99 (Rupees Eight Hundred and Forty-Eight Crore Thirty-Four Lakh Forty Thousand Seven Hundred Twenty-Seven and Ninety-Nine Paise only) as on 15/05/2023 together with further interest with effect from 16/05/2023 till realisation.	Freehold land admeasuring Acres 29-23 Guntas, comprised in the following survey numbers: (i) Sy. No. 346 admeasuring Acres 15-01 Guntas, (ii) Sy. No. 343 admeasuring Acres 4-20 Guntas, (iii) Sy. No. 343/AA admeasuring Acres 10-02 Guntas, situated at Penjerla Village, Kothur Mandal, Mahbubnagar District, Telangana, owned by M/s Indu Shree Housing Pvt. Ltd.	Rs.45.45 Crore (Rupees Forty-Five Crore and Forty-Five Lakh only)	Rs.4.55 Crore (Four Crore and Fifty-Five Lakh only)	20/06/2023 from 11:00 A.M. till 3:30 P.M.	23/06/2023 Between 11:00 A.M. and 1:00 P.M. with extension of 5 minutes each for bid increment.

Complete details of property are mentioned in Annexure - I

II. TERMS AND CONDITIONS OF THE SALE:

- 2.1 The e-Auction will be conducted online through <https://ifcilttd.auctiontiger.net> and the e-Auction will be conducted with the help of service provider **M/s E-procurement Technologies Ltd (Auction tiger)** on the date and time as mentioned above with extension of 5 minutes for each bid increment with minimum bid increment amount of Rs.5,00,000/-. Every intending bidder shall be allotted a separate username/ password for the auctions, after complying with conditions mentioned in this tender document.
- 2.2 Extension of date, if any for submission of Earnest Money Deposit (EMD) and auction will be informed to public on IFCI website: www.ifcilttd.com.
- 2.3 Persons wishing to participate are required to deposit, (a) Earnest Money Deposit, (b) Passport size photograph, and (c) a copy of Photo Identity Card **along with the Signed Tender Form.**
- 2.4 The Tender documents comprising detailed terms & conditions of the sale can be obtained from the offices of IFCI Limited, IFCI Tower, 61, Nehru Place, New Delhi and/or IFCI Limited, Hyderabad Regional Office, 5-9-13, Taramandal Complex, 8th Floor, Saifabad, Hyderabad – 500 004 on payment of Rs.1,000/- or can be downloaded from IFCI’s website: www.ifcilttd.com. However, in case Tender Document is downloaded from the website of IFCI Ltd., the bidder shall deposit an amount of Rs.1,000/- towards cost of Tender documents in addition to the EMD. Tender not accompanied with demand draft of Rs.1000/- or proof of payment through RTGS (where tender document is downloaded from the IFCI’s Website) are also liable to be rejected/ ignored summararily.
- 2.5 The interested bidders shall deposit their EMD being Rs.4.55 crore (10% of the Reserve Price) through RTGS or by way of Demand Draft drawn in favour of “IFCI Ltd.” along with documents mentioned at 2.3 above and 3.1 (d) & (e) addressed to the “The Authorized Officer, IFCI Ltd., IFCI Tower, 61, Nehru Place, New Delhi - 110019”. The last date and time for deposit of the EMD amount along with the tender form addressed to the “The Authorized Officer, IFCI Ltd., IFCI Tower, 61, Nehru Place, New Delhi - 110019” or “The Authorized Officer, IFCI Ltd., Hyderabad Regional Office, 5-9-13, Taramandal Complex, 8th Floor, Saifabad, Hyderabad – 500 004.” is **21/06/2023 up to 1700 hrs.** (refer clause IV).

NOTE:- RTGS details of IFCI Ltd. are as under:

Bank Account No. 00030350002631
Beneficiary Name: IFCI LTD
Bank Name: HDFC BANK LTD
Branch Address: Surya Kiran Building,
Kasturba Gandhi Marg,
New Delhi – 110 001.
IFSC: HDFC00000003

- 2.6 Tenders accompanied by short EMD or without EMD and/or with their own conditions are liable to be rejected/ignored summararily.
- 2.7 On receipt of EMD the prospective bidders shall receive user-id/password on their valid email id (mandatory for e-auction) from M/s e-Procurement Technologies Ltd. (Auction Tiger). **The Prospective bidders may avail online training on e-auction from M/s e-Procurement Technologies Ltd. (Auction Tiger). The helpdesk number of the service provider is 9265562821 - 079 61200 594 /598 /568 /587 /538 and email-**

delhi@auctiontiger.net, ramprasad@auctiontiger.net, support@auctiontiger.net. The Authorised Officer shall determine the successful bidders and the bid price quoted by the successful bidder shall be the sale consideration/ price.

- 2.8** 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 (inclusive of EMD) through RTGS, immediately on the same day on which successful bidder is declared by IFCI or within one working day from the date of auction, to the Authorized officer of IFCI: **Shri R Rama Rao, Hyderabad Regional Office, mobile no. 9959632288 and email r.ramarao@ifcilt.com and/ or Ms. Priyanka Chaturvedi, IFCI Ltd, New Delhi, mobile no. 9990725647 and email priyanka.chaturvedi@ifcilt.com**
- 2.9** **Upon receipt of 25% of the sale consideration IFCI shall confirm the sale in favor of the successful bidder.**
- 2.10** The successful bidder shall deposit the balance of the sale consideration/ purchase price on or before the 15th day of the confirmation of sale or such extended period as per the sole discretion of the Authorised Officer of IFCI, In case of default by the successful bidder, in payment of the sale amount within the period mentioned/agreed upon, 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. (refer clause vi on payment schedule).
- 2.11** The intending bidders should make their own independent inquiries and satisfy themselves w.r.t encumbrances, title of the property put on auction and claims/rights dues etc. affecting the property prior to submitting their bid. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or representation on behalf of IFCI Ltd. The Authorized Officer/ Secured Creditor shall not be responsible in any way for any third-party claims/ rights/ dues.
- 2.12** The Successful purchaser shall bear the applicable stamp duties/ additional stamp duty/ transfer charges, fee etc. and also all the statutory/ non-statutory dues, taxes, rates, assessment charges, fee etc. owing to anybody.
- 2.13** 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.
- 2.14** The interested bidders are informed that IFCI shall not be liable in any manner and will not pay any interest, cost, damages, compensation etc., on any amount deposited by the bidder if any court/ tribunal/ forum stays the auction proceedings or due to any delay in handing over the possession which may be caused due to stay/ any other restraintment order of any court/ tribunal/ forum.
- 2.15** In case of any doubt regarding the terms & conditions of the sale, the decision of the Authorized Officer/ IFCI Limited will be final.
- 2.16** IFCI Ltd., also reserves its right to bid for the property under the relevant provisions of the SARFAESI Act, 2002.
- 2.17** The interested parties may inspect the property on the date & time mentioned above with prior intimation to Authorized Officer.

III. 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 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 Authorized Officer/ IFCI Limited 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 finalization of the tender right up to the stage of depositing the bid amount in full with IFCI Ltd. If there are any changes in the consortium structure, Authorized Officer/ IFCI Limited 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 Authorized Officer/ IFCI Limited has led to reduction in competition.

3.4 The bidder should thoroughly satisfy themselves about the nature, conditions and quality of the assets. Authorized Officer/ IFCI Limited 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 Authorized Officer/ IFCI Limited / other secured lenders.

3.5 EMD and Quotations should be submitted in the prescribed form only, signed by the bidder on each page in token of having accepted the same, and in a sealed cover. Same should be addressed to “Authorized Officer, IFCI Limited, IFCI Tower, 61, Nehru Place, New Delhi-110019” or Authorized Officer, IFCI Ltd., Hyderabad Regional Office, 5-9-13, Taramandal Complex, 8th Floor, Saifabad, Hyderabad – 500 004 and superscribing **“OFFER FOR PURCHASE OF ASSETS OF MORTGAGORS/ GUARANTORS IN THE A/C OF VNR INFRASTRUCTURE LTD.” Lot-A.**

IV. EARNEST MONEY DEPOSIT (EMD):

4.1 The tender should be accompanied with EMD as mentioned at I above. EMD has to be paid through RTGS (RTGS details mentioned hereinbefore) deposited by way of demand draft drawn on any Nationalized / Scheduled Bank favoring IFCI Ltd. payable at 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 acceptable to Authorized Officer/ IFCI Limited and such tenders are liable to be rejected.

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 (inclusive of EMD) deposited by way of demand draft favoring IFCI Ltd. payable at New Delhi or through RTGS (RTGS details mentioned hereinbefore) by 1700 hrs. on the same day on which the successful bidder is declared by IFCI ltd. or within one working day to the Authorized

officers: **Shri R Rama Rao, Hyderabad Regional Office, mobile no. 9959632288 and email r.ramarao@ifcilt.com** and/ or **Ms. Priyanka Chaturvedi, IFCI Ltd, New Delhi, mobile no. 9990725647 and email priyanka.chaturvedi@ifcilt.com**

Upon receipt of 25% of the sale consideration, IFCI shall confirm the sale in favor of successful bidder.

- 4.4** The successful bidder shall deposit the balance amount of the purchase price on or before the 15th day of confirmation of sale or such extended period as may be decided by the Authorised Officer in its discretion, in any case not exceeding three months. 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.

V. MODE OF SUBMISSION OF TENDER/ BID:

- 5.1** All tenders must be submitted in the prescribed form only, to be obtained from the Authorized Officer against the payment of Rs.1,000/- towards the cost of the tender or downloaded from website, in a sealed cover. The tender must be addressed to “The Authorized Officer, IFCI Ltd., IFCI Tower, 61 Nehru Place, New Delhi – 110019” or “The Authorized Officer, IFCI Limited, Hyderabad Regional Office, 5-9-13, Taramandal Complex, 8th Floor, Saifabad, Hyderabad – 500 004 and superscribing “**OFFER FOR PURCHASE OF ASSETS OF MORTGAGOR/ GUARANTOR IN THE A/C OF VNR INFRASTRUCTURE LTD.**” for **Lot A**. The tender must be submitted by the appointed date and time at the office of IFCI Ltd. at New Delhi or at Hyderabad as indicated in para 2.5 above.

- 5.2** Tenders should be submitted in a sealed cover, along with the followings:

- a) Demand Draft/ Pay order of **Rs.4.55 crore** towards EMD drawn in favour of IFCI Ltd., payable at Delhi, or UTR (NEFT/ RTGS Details) details, if paid through RTGS.
- 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/- or UTR detail of Rs.1,000/- in case the tender documents are downloaded from the IFCI website.
- d) There should be a separate Tender submitted along with the applicable EMD for each lot.

- 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.

VI. 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 (including EMD) by way of demand draft favoring IFCI Ltd. payable at Delhi or through RTGS (RTGS details mentioned hereinbefore). On the same day on which successful bidder is declared by IFCI
- 6.2** 25% of sale consideration (including EMD) shall be deposited by way of demand draft favoring IFCI Ltd. payable at Delhi or through RTGS (RTGS details mentioned hereinbefore) by 17.00 hrs. within one working day.

- 6.3** The balance amount of the sale consideration is to be paid on or before 15th day of the sale or within such extended period as per the sole discretion of the Authorised 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.

VII. DEFAULT IN PAYMENT BY THE PURCHASER:

In case payment is delayed by the purchaser, the Authorized Officer/IFCI Ltd. at its sole discretion, may extend the payment period along with interest. However, in case the balance purchase consideration along with the due interest is not paid within the extended period also as may be prescribed, the sale of the respective asset will be automatically cancelled and the EMD of the tenderer and other money deposited till date will automatically stand forfeited.

VIII. SALES TAX, GST, EXCISE DUTIES, EPFO DUES AND LEVIES ETC:

All taxes/ duties other outstanding liabilities etc. whatsoever in nature, if applicable and related to the property shall be paid by the purchaser and the secured creditor shall not be liable for the said dues (as aforesaid). **Accordingly, the purchaser is advised to make proper due diligence of the property before making bid for the sale of the assets.**

IX. DELIVERY PERIOD/ POSSESSION:

After receipt of full and final payment in lieu of the total sale consideration of the assets, IFCI Ltd. 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.

X. TERMINATION/ BREACH OF CONTRACT:

In the event of non-fulfillment of the terms and conditions by the bidder, Authorized Officer/ IFCI Ltd. shall cancel the contract/ sale with immediate effect, in which case, the EMD along with any amount paid shall stand forfeited.

XI. FORCE MAJEURE:

Authorized Officer/ IFCI Limited 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, distilence, 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 IFCI Ltd. to extend the time of performance on the part of IFCI Ltd. by such period as may be necessary to enable IFCI Ltd. 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.

XII. GENERAL INFORMATION:

- 12.1** It should be noted by the tenderer(s) that by entering into this contract, Authorized Officer/ IFCI Limited 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** Authorized Officer/ IFCI Limited 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. Each addendum / corrigendum so issued shall form part of original invitation to tender and shall be published on IFCI's website only.
- 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 Authorized Officer/ IFCI Limited may elect to withdraw the invitation for quotation. Should all invitation for quotation be withdrawn or cancelled by Authorized Officer/ IFCI Limited for which Authorized Officer/ IFCI Limited shall have the right to do so at any time, the Earnest Money paid by the bidders with the quotation will be refunded to them in due course, without interest.
- 12.4** The tenderer/ bidder shall bear all the cost associated with the preparation and submission of bid. Authorized Officer/ IFCI Limited 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** Unless otherwise specified, the price in the tender form should be quoted both in figures and in words. Tenders containing overwritten or erased rates are liable to be rejected in absence of any authentication by the tenderer's signatures.
- 12.6** Authorized Officer/ IFCI Limited reserves the right to cancel/ reject any or all the quotations without assigning any reason thereof.
- 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.
- 12.9** The decision of the Authorized Officer/ IFCI Limited in the matter, arising out of this sale, shall be final in regard to all matters relating to the sale/Auction.
- 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 Delhi/ Hyderabad.
- 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, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE TENDERER'S SIGNATURE.
- 12.12** Tenderer should state whether he/ she is a relative of any Director(s) of IFCI Ltd. or Tenderer is a firm in which Director(s) or his relative is a partner or tenderer is a company in which Director of IFCI Ltd. or his relatives are member(s) or Director(s).
- 12.13** The interested parties are advised to check IFCI's website from time to time for any change in the terms and condition of the sale notice and or Tender document as no publication of the same shall be made in the newspapers.

Description of Asset Lot A: Assets Mortgaged by M/s. Indu Shree Housing Pvt. Ltd.

All that pieces and parcels of freehold lands, comprised in and forming part of:

- (i) Sy. No. 346 admeasuring Acre 15-01 Guntas,
- (ii) Sy. No. 343 admeasuring Acre 4-20 Guntas,
- (iii) Sy. No. 343/AA admeasuring Acre 10-02 Guntas,

total admeasuring **Acre 29-23 Guntas**, situated at **Penjerla Village**, Kothur Mandal, Mahboobnagar District, in the state of Telangana, together with all buildings, structures, erections, etc. constructed and/or to be constructed thereon, both present and future, together with anything attached to the earth, fixture and fittings erected/installed or to be erected/installed thereon and every part thereof bearing survey nos. detailed as hereunder:

SY. NO. 346 ADMEASURING ACRE 15-01 GUNTAS		
NORTH	:	Sy. No. 418
SOUTH	:	Sy. No 343 & 343/A
EAST	:	Sy. No.345
WEST	:	Sy. No.347
SY. NO. 343 ADMEASURING ACRE 4-20 GUNTAS		
NORTH	:	Sy. No. 346
SOUTH	:	Existing Road
EAST	:	Sy. No.344
WEST	:	Sy. No.342
SY. NO. 343/AA ADMEASURING ACRE 10-02 GUNTAS		
NORTH	:	Sy. No. 343 part
SOUTH	:	Sy. No 339 & 340
EAST	:	Old way & Sy. No.338
WEST	:	Sy. No.341

BID

The Authorized Officer,
IFCI Ltd.,
Hyderabad Regional Office,
5-9-13, Taramandal Complex,
8th Floor, Saifabad,
Hyderabad – 500 004

1. Particulars of the Bidder,

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

1.2 (i) PAN No. _____ (Copy of PAN to be enclosed)

(ii) GSTIN (If Applicable)

1.3 Age/ Date of Incorporation:

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 Id (On which e-auction username/password will be emailed)

3. Particulars of Bid

3.1 The price offered is Rs. _____ (Rupees: _____
_____) for Lot No. A assets of
_____ (Mortgagor) on "As is where is", "As is what is", and "Whatever there is"
basis.

3.2 Particulars of Earnest Money Deposit of Rs.4.55 crore (10% of reserve price):

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

Certified that:-

- (i) I/We agree to abide by the decision of the Authorized Officer/ IFCI Limited
- (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 Property/Unit and has satisfied ourselves for which quotation is being submitted.

Date:

Applicant's Signatures

Full Name:

Designation:

Name of the Company:

Address :