

**BID DOCUMENT FOR “SALE OF LAND TOGETHER WITH THE BUILDING DENA
BANK BHAVAN CONSTRUCTED THEREON, SITUATED AT CADASTRAL SURVEY
NO. 353 OF COLABA DIVISION”**

4th FEBRUARY, 2019

Strictly Private & Confidential

CONTACT INFORMATION

Requests for any information / discussions on this Bid Document should be addressed to the Exclusive Marketing Consultant:

Ms. Mrunal Duggar and Mr. Varun Jhangiani
Anarock Property Consultants Private Limited
1002, 10th Floor, B Wing, ONE BKC,
Plot C-66 G Block, Bandra Kurla Complex,
Bandra East, Mumbai - 400051

Ms. Mrunal Duggar	+91 9920525380	mrunal.duggar@anarock.com
Mr. Varun Jhangiani	+91 9920075290	varun.jhangiani@anarock.com

A copy of this Bid Document will be available in a downloadable format on the websites of:

- Dena Bank at www.denabank.com in its tender section;
- Anarock Property Consultants Private Limited at www.anarock.com; and
- MDP and Partners, Advocates and Solicitors at www.mdppartners.co.in

Terms and Conditions

1. Dena Bank ("**BANK**") invites sealed Bids for sale of its immovable property i.e. all that piece and parcel of land or ground admeasuring according to the title deed and PR Card 369 square yards (on actual measurements 354 1/3rd square yards or thereabouts), bearing Collector's Old No. 1, New No. E.5/16666, Old Survey no. 13/257, New Survey No. 2W/9564 and **Cadastral Survey no. 353 of Colaba Division**, together with the building **Dena Bank Bhavan** consisting of ground plus three upper floors constructed thereon, situate, lying and being at 2nd and 3rd Pasta Lane, Colaba Market, Mumbai, in the City and Registration Sub-District of Mumbai, bounded on or towards the north by 2nd Pasta Lane; on or towards the south by 3rd Pasta Lane; on or towards the east by the property bearing C.S. No. 354 and on or towards the west by the property bearing C.S. No. 352 (hereinafter referred to as the "**said Property**"), on the date, place and time mentioned hereunder. Tender/Bid process for sale of the said Property on "**AS IS WHERE IS & WHATEVER IT IS BASIS**" will be conducted on the terms & conditions specified herein.
2. Anarock Property Consultants Private Limited ("**ANAROCK**") has been appointed by the BANK as the exclusive marketing consultant for the divestment of the said Property. ANAROCK have published advertisements in 4 (Four) newspapers being in The Economic Times and Maharashtra Times on 4th February, 2019 and The Times of India and Navbharat Times on 5th February, 2019, for inviting sealed bids for the purchase of the said Property. The BANK has reserved the price for sale of the said Property at Rs. 17,43,00,000/- (Rupees Seventeen Crores Forty Three Lakhs only) and no offers below the reserve price shall be accepted.
3. By and under an Indenture dated 19th February, 1943 registered with the office of Sub-Registrar of Mumbai under serial No. 1088 of 1943 executed between Choonilal Devkaran Nanjee and 2 others (therein collectively referred to as "the Vendors") and Devkaran Nanjee Banking Company Limited Bank (therein referred to as "the Purchaser"), the Vendors demised unto the Purchaser, the said Property for the consideration and on the terms and conditions more particularly stated therein. The original of the said Indenture dated 19th February, 1943 is not available since the same has been damaged due to floods, however a certified copy of the same is available.
4. MDP and Partners, Advocates and Solicitors, will be issuing a Report on Title in respect of the said Property, a photocopy whereof will be shared with the prospective bidders on or after 18th February, 2019. MDP and Partners, Advocates and Solicitors, have initiated the title due diligence in respect of the said Property including perusing documents-of-title, carrying out searches in the relevant offices of

the Sub-Registrar of Assurances and have issued public notices in 'The Economic Times' (English) and 'Maharashtra Times' (Marathi) on 2nd January, 2019 for inviting claims/objections in respect of the said Property. The prospective bidders shall be entitled to inspect the original documents-of-title pertaining to the said Property at the office of the BANK, after giving prior written intimation of 2 (two) working days, prior to submission of their bids. At the time of such inspection, the prospective bidders shall be handed over photocopies of the available documents of title for the purpose of due diligence of the said Property

5. Prior to submission of the bids by the prospective bidders, the queries (if any) in respect of the said Property, and the responses thereto, shall be submitted in writing and duly signed by the parties.
6. The said Property will be sold through a bidding and e-auction process which will consist of 2 (Two) Rounds. The 1st Round will be a sealed Bid submission followed by a 2nd Round of bidding which will be done through an e-auction in response to the e-auction tender notice. The same has been detailed in the sections below.
7. Bidders are expected to participate in the process in the 1st round through a sealed bid format as detailed in the sections below.
8. Each prospective bidder should make his/her/its own independent inquiries regarding the encumbrances, title of the said Property and claims/right/dues affecting the said Property, and are expected to inspect and satisfy themselves about the said Property as to its correctness and its specifications, by such independent investigation, including physical inspection as he/she/it/they or their legal, financial and technical advisors deem fit prior to submitting their bid. The said Property is being sold with all the existing and future encumbrances whether known or unknown to the BANK. The BANK shall not be responsible in any way for any third party claims/right/dues.
9. Each prospective bidder shall submit his/her/its bid only after conducting independent investigation and due diligence as stated hereinabove and being satisfied with the title of the BANK to the said Property, such that upon submission of the bids, it shall be deemed that each bidder has conducted the due diligence including but not limited to verification of the title of the BANK, and is satisfied with the same. Post such submission, the bidders shall not be entitled to withdraw from the bid process and/or claim refund of the Earnest Money Deposit (as provided hereinafter) on the ground of alleged defect in title.

10. The description, information and all other materials made available by ANAROCK is for information purposes only and no representations or warranties are made as to the accuracy or completeness of the information or material contained herein or provided otherwise for the purpose of inspection of the said Property. It is clarified that all furniture, fixtures and other movables in the said Property shall be removed, at the sole discretion of the BANK, prior to possession of the said Property being handed over to the successful bidder.
11. In order to inspect the said Property, the prospective bidders shall get in touch with ANAROCK for an appointment to conduct inspection, acting through its authorized personnel Ms. Mrunal Duggar and Mr. Varun Jhangiani on contact details mentioned hereinabove. The prospective bidders can inspect the said Property only between 11.00 AM to 4.00 PM by contacting ANAROCK on the abovementioned contact details.
12. Property / Municipal / other statutory taxes and charges in respect of the said Property are paid up-to-date.
13. The area of the said Property is subject to actual measurement at site. Interested bidders can appoint their own architects/surveyor for the actual physical measurements of the said Property at their own costs and expenses after giving prior written intimation of 2 (two) working days to ANAROCK, such that no measurements shall be allowed to be taken after 19th February, 2019.
14. The BANK shall obtain the certificate under the provisions of section 281 of the Income Tax Act, 1961 and shall handover a copy thereof on culmination of the sale transaction.
15. The sale will attract deduction of TDS as applicable under section 194 1(A) of the Income Tax Act, 1961 on culmination of the sale transaction.
16. **Bid Submissions:**
 - (a) **Bid Formats:**
 - i. The bid shall be submitted by each Bidder in two sealed envelopes, one containing the 'Financial Bid' and the other containing the 'Technical Bid' (jointly referred to as the "**Bid**") superscribed with the words "OFFER FOR PURCHASE OF LAND TOGETHER WITH THE BUILDING DENA BANK BHAVAN CONSTRUCTED THEREON, SITUATED AT CADASTRAL SURVEY NO. 353 OF COLABA DIVISION".
 - ii. The first sealed envelope shall be superscribed with the words "Financial Bid" and shall comprise the following document:

- Letter of Offer containing the Financial Bid (as per the prescribed format given in **Annexure “A”**)
- iii. The second sealed envelope shall be superscribed with the words “Technical Bid” and shall comprise the following documents:
- A copy of this Bid Document duly initialed and signed in token of the Bidder’s acceptance of the terms and conditions of the Bid;
 - A profile of the Bidder as per prescribed format given in **Annexure “B”**. In case the Bidder proposes to purchase the said Property in his/her/its name alongwith another person jointly, then the profile of such joint-holder must also be provided in the prescribed format given in Annexure “B”;
 - Earnest Money Deposit (“**EMD**”) of **10% of the Bid Amount** mentioned in the Financial Bid by way of a Pay Order/ Demand Draft issued from a scheduled commercial bank in India in favour of “**Dena Bank**” on or before the last day of submission i.e. Bid Submission Due Date. In the alternative, the bidder can submit an unconditional and irrevocable Bank Guarantee for the EMD in the prescribed format given in **Annexure “C”**, which should be issued by any nationalized bank in favour of “**Dena Bank**”;
 - The EMD shall be kept in the custody of the BANK and shall be dealt with in the manner specified hereinbelow;
 - In case the Bidder is represented through its authorized bidder representative (“**Authorised Bidder Representative**”), the Power of Attorney/ Board Resolution should be in the prescribed format as stated in **Annexure “D”**.

(b) Bid Submission Due Date:

- i. The sealed envelopes containing the Financial Bid and Technical Bid should be delivered to the below mentioned address latest by 16.00 hours (IST) on **25th February, 2019** (the “**Bid Submission Due Date**”):

Ms. Mrunal Duggar and Mr. Varun Jhangiani
Anarock Property Consultants Private Limited
 1002, 10th Floor, B Wing, ONE BKC,
 Plot C-66 G Block,
 Bandra Kurla Complex,
 Bandra East, Mumbai - 400051

- ii. Bids will not be accepted after Bid Submission Due Date.
- iii. Bids submitted by the Bidders within the Bid Submission Due Date shall become the property of the BANK and the BANK shall have no obligation to return the same to the Bidders, other than in accordance with this Bid Document.

- iv. The Bids submitted by Bidders should be unqualified and should not contain any conditions other than those specified in this Bid Document. Bidders would be deemed to have accepted all the terms and conditions of this Bid Document with all its content, and the conditions, if any, inserted by the Bidders while submitting the bid, shall be considered to be invalid and any such conditional bid shall stand rejected forthwith.
- v. The BANK may, at its sole discretion extend the deadline for submission of Bids and such extended date will be intimated on the abovementioned websites of Dena Bank, ANAROCK and MDP and Partners, in which case, all terms and conditions contained herein, previously subject to the original deadline, will thereafter be subject to the extended deadline. If there is any modification / addendum to the Bid Document, the same will be uploaded on the websites and all prospective bidders are advised to check the websites before submitting their bid.

17. **Bid Opening, Short-listing of Bidders and Second Round of bidding:**

- a) Unless otherwise decided by the BANK, the Technical Bid will be opened by the BANK and ANAROCK, at 16.30 hours (IST) on 25th February, 2019 at Dena Bank HO, Bandra Kurla Complex, Mumbai 400 051, in the presence of such bidders who desire to remain present. Upon opening of the Technical Bid, ANAROCK shall assist the BANK in examination and evaluation of the Bids or for the purposes of removal of inconsistencies or infirmities in the Bid or in case of requirement of any additional document/ information, ANAROCK may seek the same from the concerned bidder. The Financial Bid will be opened on 26th February, 2019 at 16.30 hours (IST), by ANAROCK at the BANK's office jointly with the representatives of the BANK in the presence of such bidders who desire to remain present.
- b) Post opening of the Bids, the BANK shall shortlist upto top 3 Bidders, **("Shortlisted Bidders")** for participating in the second round of bidding which will be done through e-auction in response to the e-auction tender notice. The Shortlisted Bidders will be intimated by ANAROCK by e-mail, within 1 (one) day from the date of the opening of the Financial Bid. In the event any of the Shortlisted Bidders has submitted a bank guarantee for the EMD, such bidder shall pay the EMD immediately within 2 (Two) working days from receiving the intimation, by way of a Pay Order/ Demand Draft issued from a Scheduled Commercial Bank in India in favour of "Dena Bank". Upon such payment being received by the BANK, the BANK shall return the original bank guarantee to such bidder and only thereupon, such bidder shall be entitled to participate in e-auction process. It is hereby clarified that in the event that the Bank Guarantee is not replaced with a Pay Order/Demand Draft as

mentioned hereinabove, such bidders shall not be allowed to participate in the e-auction process.

- c) The Shortlisted Bidders may avail training on e-auction on the next date of intimation being given to them by ANAROCK, at which time the Shortlisted Bidders will be provided with the valid user ID /password required for participating in the e-auction process. The highest bidder identified in the e-auction process will be declared as the H1 Bidder who may be called for further negotiation, if deemed fit, by the Bank. Once the offer of H1 Bidder is accepted by the Bank, he / she will be termed as **"Successful Bidder"**. The entire e-auction process flow has been provided in detail in the **Annexure "E"** hereto.
- d) Date and time of e-auction will be intimated to the Shortlisted Bidders. E-auction time specified is of 3 (three) hours subject to automatic extension of 5 minutes each.
- e) The e-auction of the said Property would be conducted exactly on the scheduled date & time as intimated. The Shortlisted bidders will be intimated about the "Base Price" for bidding in the e-auction. The Shortlisted Bidders shall improve their offer in such multiples as may be intimated by way of "Bid Increase Amount" against the said Property. In case bid is placed in the last 30 minutes of the closing time of e-auction, the closing time will automatically get extended for 5 minutes. The bidder who submits the highest bid amount on the closure of e-auction process shall be declared as H1 Bidder and once after further negotiation, Successful Bidder is finalized, a communication to that effect will be issued through electronic mode to his/her/its/their email id which shall be subject to approval by the BANK.
- f) The EMD of the Successful Bidder shall be encashed by the Bank and shall not bear any interest. The Successful Bidder shall have to deposit 10% of the sale price, including the EMD already paid, within 48 hours of the acceptance of the bid price by the BANK and the remaining balance i.e. 90 % of sale price shall be paid on or before the date of execution of Conveyance Deed/ Sale Deed. In case of default in payment by the Successful Bidder, the amount already deposited by the Successful Bidder shall be liable to be forfeited and such bidder shall not have any claim regarding the forfeited amount.
- g) The highest or any offer will not necessarily be accepted, and the BANK also reserves the right not to sell the said Property, without assigning any reason whatsoever.
- h) The highest bid will be taken as an offer to purchase the said Property. Bids once made, cannot be modified/cancelled and/or withdrawn. In the event that the Successful Bidder does not comply with the terms and conditions of this Bid Document, his/her/its Bid shall, at the discretion of the BANK, be

liable to be rejected and the EMD provided by the Successful Bidder shall be forfeited.

- i) The EMD of the Shortlisted Bidders, except the Successful Bidder will be returned (without interest) within 10 (Ten) working days post the declaration of the Successful Bidder.

18. Documentation and Closure:

- (a) Within 15 (Fifteen) working days of identification of the Successful Bidder, a Confirmation Letter (in the format of the BANK) (**"Confirmation Letter"**) will be issued by ANAROCK to the Successful Bidder.
- (b) All outgoings i.e. municipal taxes, electricity and water charges and any other dues or taxes in respect of the said Property on and from the date of the Conveyance Deed/ Sale Deed shall be borne and paid by the Successful Bidder. It is further clarified that charges towards stamp duty, registration or any other charges payable on sale/conveyance shall be borne entirely by the Successful Bidder.
- (c) Within 15 (Fifteen) working days from the date of issuance of the Confirmation, the Conveyance Deed/ Sale Deed shall be executed by the BANK in favour of the Successful Bidder simultaneously against payment by the Successful Bidder of 100% consideration to the BANK. It is hereby clarified that payment of the entire consideration shall be made on the date of registration of the Conveyance Deed/ Sale Deed. Payment of the entire consideration shall be made by the Successful Bidder by RTGS in favour of **"Dena Bank" (Account no. & RTGS code details will be shared later)**, after deduction of TDS at the rate of 1 (one) percent in terms of section 194-IA of the Income Tax Act, 1961. The receipt of deposit of such TDS shall be provided and handed over by the Successful Bidder to the BANK at the time of execution of the Conveyance Deed/ Sale Deed and the TDS challan shall be submitted by the Successful Bidder at the earliest.
- (d) The BANK shall co-operate with the Successful Bidder and provide such documents or writings as may be required for sale of the said Property in favour of the Successful Bidder.
- (e) The Successful Bidder shall note that the Total Consideration offered by him/her/it/them shall be deemed to be lumpsum consideration in respect of the said Property and that the same shall be exclusive of and shall not (except as provided herein) change for any reason, including but not limited to shortfall or increase in area of the said Property upon actual measurement and/or any amounts payable towards Stamp Duty, Registration charges and/or such other amount for sale of the said Property in favour of the Successful Bidder.

- (f) Upon execution and registration of the Conveyance Deed/Sale Deed and payment of the entire consideration in respect of the said Property, the BANK shall handover vacant and peaceful possession of the said Property within 2 (Two) months of the execution and registration of the Conveyance Deed/Sale Deed to the Successful Bidder alongwith the copies of documents of title of the said Property.

19. Transaction Timelines:

The timelines for the Transaction are proposed as follows:

Timeline Summary	
Event	Date
Last date for Bid submission	25 th February, 2019
Technical Bid opening date	25 th February, 2019 at 16.30 hours
Financial Bid opening date and shortlisting of Bidders	26 th February, 2019 at 16.30 hours
Intimation to Shortlisted Bidders for 2 nd round of Bid submission	Within 1 (One) working day from the date of opening the Financial Bid
Shortlisted Bidders (who had submitted Bank Guarantee) submit Pay Order/ Demand Draft	Within 48 hours from receiving the intimation
Training on e-auction and receive valid user ID and Password	On the next date of intimation
Intimation of date and time of e-auction and Base Price/ Bid Increase Amount	On the date of Training of e-auction
Closure of e-auction process	Within 4 (Four) working days of the training
Identification of the Successful Bidder and intimation to the Successful Bidder (by e-mail)	Within 3 (Three) working days of the closure of e-auction
Submission of EMD (i.e. 10% of the consideration), including the EMD already paid	within 48 hours of the acceptance of Bid
Confirmation Letter	Within 15 (Fifteen) working days of identification of the Successful Bidder
Unencashed Pay Orders / Demand Drafts towards EMD of the Bidders, except the Successful Bidder will be returned by ANAROCK	Within 10 (Ten) working days of the identification of the Successful Bidder

Execution of Conveyance Deed/ Sale Deed and Payment of entire consideration	Within 15 (Fifteen) days from the date of issuance of the Confirmation Letter
Handing over vacant and peaceful possession along with the copies of documents of title to the Successful Bidder	Within 2 (Two) months of the payment of the entire consideration and execution and registration of the Conveyance Deed/ Sale Deed in respect of the said Property

Bidders may however note that the above dates are only indicative and the BANK may, at its sole discretion, change the above dates without prior notice and without incurring any liability whatsoever.

20. Payment of Charges

The bids submitted by the bidders shall be the lumpsum consideration offered to the BANK in respect of the said Property and does not include stamp duty, registration charges or any other charges towards sale of the said Property. All charges, including the incidence and payment of the stamp duty and registration charges on all the instruments through which the said Property and each and every part thereof shall finally stand transferred in the name of the Successful Bidder and all incidental and ancillary charges and expenses thereto shall be the sole responsibility of the Successful Bidder.

21. Rights of the BANK:

- (a) The BANK reserves its right to abandon and/or cancel the entire Bidding process or change any terms and conditions or dates of transaction timelines or reject any particular offer or offers at any stage and at any point of time, without assigning or disclosing any reasons whatsoever.
- (b) The BANK shall also not be obliged to state or disclose the reasons for such abandonment, cancellation, acceptance or rejection. The decision of the BANK in this regard shall be final and binding on all concerned and shall not be called into question or challenged by any Bidder or constituent thereof or any other person either acting on their behalf or claiming under their control.
- (c) The Bidder agrees not to agitate, protest and/or question the act of such abandonment and/or cancellation of the entire Bid process or acceptance or rejection of any particular offer or offers on any account whatsoever by the BANK.
- (d) In the event, the BANK abandons and/or cancels the Bid process, not on account of any failure or non-compliance on the part of the Successful Bidder of the terms hereof, it shall return (without interest) the entire EMD within 15 (fifteen) working days of communication of its decision to abandon and/or

cancel the entire Bid process. However, the BANK shall not be liable for any other costs, expenses, damages which the Bidder/s may claim or suffer, directly and/ or indirectly, due to such abandonment and/or cancellation.

22. Jurisdiction

The Bid Document, procedure, terms and conditions, requirements, evaluations and all the matters pertaining to the sale of the said Property shall be subject to laws of the Republic of India. The Courts at Mumbai shall have exclusive jurisdiction and the jurisdiction of Courts at places other than Mumbai stands specifically excluded.

Bidder Declaration:

I/ We have read and understood and unconditionally accept the Terms and Conditions of this Bid Document.

Name of Bidder: _____

Name of Authorized Bidder Representative (if any)_____

Signature: _____

Date: _____

Place: _____

ANNEXURE "A"

(A)	PROSPECTIVE BIDDER'S PROFILE	Details
1	Category	<i>Please tick below</i> Individual (____) Partnership (____) Corporate (____)
2	Country/ State of incorporation in case of a business/ corporate Citizenship in case of individual	
3	Name of the Bidder (If individual then, first, middle & last name) Date of Birth (if individual) Name of Joint Holder (if any):	
4	Details of individual(s) who will serve as the point of contact/communication on behalf of the Bidder Address Mobile Telephone Fax Email	
5	Address and contact details of the Bidder <i>(Please enclose a copy of proof of address)</i>	
6	PAN No. <i>(Please enclose a photocopy of PAN Card of Bidder and Joint holder)</i>	
7	List of current directors/partners (in case of Corporate entity)	
8	Turnover (In case of Corporate) in INR	

9	Brief description of the Bidder including details of its main line of business Brief description of the Joint Holder including details of its main line of business	
10	Business Registration Number (if any)	
11	Nature of work	Please tick below Product (____), Service (____)
(B)	SOURCE OF FUNDS	Please tick below
1	Savings / Fixed Deposits / Sale of Shares	Yes (____) / No (____)
2	Income from Sale of Property	Yes (____) / No (____)
3	Bank Loan (%____ of loan funding)	Yes (____) / No (____)
4	Any Other Source	Please specify the Source

ANNEXURE "B"

*(Individual Bidders shall print the Letter of Offer clearly stating their full name and address.
Corporate/ Non-Individual Bidders shall submit the Letter of Offer duly filled and printed on
their letterhead)*

From,

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.....

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To:

Dena Bank, (hereinafter referred to as the "**BANK**")

Dena Corporate Centre C-10,

G Block, Bandra-Kurla Complex,

Bandra (E), Mumbai – 400 051

Dear Sir,

Sub: All that piece and parcel of land or ground admeasuring according to the title deed and PR Card 369 square yards (on actual measurements 354 1/3rd square yards or thereabouts), bearing Collector's Old No. 1, New No. E.5/16666, Old Survey no. 13/257, New Survey No. 2W/9564 and **Cadastral Survey no. 353 of Colaba Division**, together with the building **Dena Bank Bhavan** consisting of ground plus three upper floors constructed thereon, situate, lying and being at 2nd and 3rd Pasta Lane, Colaba Market, Mumbai, in the City and Registration Sub-District of Mumbai, bounded on or towards the north by 2nd Pasta Lane; on or towards the south by 3rd Pasta Lane; on or towards the east by the property bearing C.S. No. 354 and on or towards the west by the property bearing C.S. No. 352 (hereinafter referred to as the "**said Property**")

1. I/We, the undersigned (the "**Bidder**") have reviewed the initial information provided by Anarock Property Consultants Private Limited (hereinafter referred to as "**ANAROCK**") and the Bid Document provided by the BANK, and having considered all other relevant information, I/We hereby give an offer for participating as a Bidder in the Bidding Process for purchase of the captioned Property on the following terms and conditions:

- (a) I/We are taking the aforesaid Property on "as is where is and whatever it is basis".

Agreed and accepted
(Sign)

- (b) I/We attach herewith my/our Profile in the format prescribed by the BANK.
- (c) I/We hereby give an offer of INR _____ (Indian Rupees _____ Only) net as a lump sum consideration for the above Property.
- (d) I/We hereby deposit with the BANK, my/our Pay Order/ Demand Draft / Bank Guarantee for a sum of Rs. _____/- (Indian Rupees _____ only) being 10% of our bid amount, vide Pay Order/ Demand Draft/Bank Guarantee bearing no..... dated issued by Bank in favour of **"Dena Bank"** as Earnest Money Deposit.
- (e) I/We agree to execute the Conveyance Deed/ Sale Deed and lodge the same for registration with the Sub-Registrar of Assurances as stated in the Bid Document.
- (f) I/We shall bear and pay stamp duty, registration charges and all other expenses in respect of the transaction contemplated herein.
- (g) I/ We agree and acknowledge that the BANK shall be entitled to abandon and/or cancel the entire Bidding process or change any terms and conditions or dates of transaction timelines or reject any particular offer or offers at any stage and at any point of time, without assigning or disclosing any reasons whatsoever.
- (h) In the event of my/our failing to abide by the terms of the Bid Document, the BANK will without any further recourse to me/us be entitled to forfeit the entire Earnest Money Deposit and I/we will not be entitled to claim damages or any other reliefs against the BANK or ANAROCK.

2. I/We acknowledge that the BANK will be relying on the information provided in the Letter of Offer and the documents accompanying such Letter of Offer for qualification of the Bidders and I/we declare that all statements made by me/ us and all the information pursuant to this letter are complete, true and accurate to the best of my/our knowledge and beliefs.

Dated this ____ day of _____, 2019

Signature of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Company rubber stamp/seal (in case of Corporate/ Non-Individual Bidders)

ANNEXURE "C"
BID SECURITY GUARANTEE

(BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT)

To:

Dena Bank

General Administration Department

Dena Corporate Centre C-10,
G-Block, Bandra-Kurla Complex,
Bandra (E), Mumbai – 400 051

WHEREAS [] (hereinafter called "**the Bidder**") has submitted his/her/its bid dated [] (date of submission of bid) for purchase of all that piece and parcel of land or ground admeasuring according to the title deed and PR Card 369 square yards (on actual measurements 354 1/3rd square yards or thereabouts), bearing Collector's Old No. 1, New No. E.5/16666, Old Survey no. 13/257, New Survey No. 2W/9564 and **Cadastral Survey no. 353 of Colaba Division**, together with the building **Dena Bank Bhavan** consisting of ground plus three upper floors constructed thereon, situate, lying and being at 2nd and 3rd Pasta Lane, Colaba Market, Mumbai, in the City and Registration Sub-District of Mumbai, bounded on or towards the north by 2nd Pasta Lane; on or towards the south by 3rd Pasta Lane; on or towards the east by the property bearing C.S. No. 354 and on or towards the west by the property bearing C.S. No. 352 (hereinafter referred to as the "**said Property**") in response to the advertisement published by ANAROCK in 4 (Four) newspapers being in The Economic Times and Maharashtra Times on 4th February, 2019 and The Times of India and Navbharat Times on 5th February, 2019, for inviting sealed bids for the purchase of the said Property;

KNOW ALL PEOPLE by these presents that WE [] (name of the bank) having our registered office at [] (address of bank) (hereinafter called "**the Bank**") are bound and hereby undertake to make payment to Dena Bank (hereinafter called "**the Seller**") in the sum of Rs. []/- (Rupees _____ only) and the Bank binds itself, its successors and assigns unconditionally and irrevocably, by these presents.

We unconditionally and irrevocably undertake to pay the Seller the above amount immediately and without demur, upon receipt of its first written demand, without the Seller having to substantiate its demand.

This guarantee will remain in force for a period of one (1) month from the date hereof and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

- a) this guarantee shall be valid only up to [] (1 month from date of issue) whereupon it shall automatically expire, irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. []/- (Rupees _____ only) (i.e. EMD amount).

Dated this [] day of [], 2019

Place : Mumbai

SEAL

Code No.

SIGNATURE

NOTE:

1. Bidder should ensure that the seal and code No. of the signatory is put by the Bankers, before submission of BG.
2. Stamp paper is required for the BG issued by the Banks located in India.

ANNEXURE "D"
BOARD RESOLUTION

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF
THE COMPANY AT THEIR MEETING HELD ON _____

"RESOLVED THAT consent of the Board of Directors of the Company, be and is hereby accorded to Mr. / Ms. _____, to participate in the bidding process undertaken by Dena Bank (**"the BANK"**) through its marketing consultant Anarock Property Consultants Private Limited (**"ANAROCK"**) for sale of the property being: all that piece and parcel of land or ground admeasuring according to the title deed and PR Card 369 square yards (on actual measurements 354 1/3rd square yards or thereabouts), bearing Collector's Old No. 1, New No. E.5/16666, Old Survey no. 13/257, New Survey No. 2W/9564 and **Cadastral Survey no. 353** of Colaba Division, together with the building **Dena Bank Bhavan** consisting of ground plus three upper floors constructed thereon, situate, lying and being at 2nd and 3rd Pasta Lane, Colaba Market, Mumbai, in the City and Registration Sub-District of Mumbai, bounded on or towards the north by 2nd Pasta Lane; on or towards the south by 3rd Pasta Lane; on or towards the east by the property bearing C.S. No. 354 and on or towards the west by the property bearing C.S. No. 352 (hereinafter referred to as the **"said Property"**).

RESOLVED FURTHER THAT Mr./ Ms. _____ be and is hereby authorized to do all or any of the following acts for and on behalf of the Company:

- i) To participate in the bidding process including e-auction as specified in the Bid Document in respect of the said Property;
- ii) To sign and submit Demand Draft/s or Pay Order/s or Bank Guarantee/s, as the case maybe, towards earnest money deposit and further consideration amount and other charges/ expenses, in respect of the said Property and other documents and provide necessary information/ responses, clarifications, if any, to the Bank and/or ANAROCK and to represent us in connection with the bid;
- iii) To negotiate, finalize and execute Conveyance Deed/ Sale Deed and/or any other documents incidental thereto;
- iv) Represent the Company before the relevant Registrar, Sub-Registrar or Dy. Registrar of Assurances or any Government Authorities, Registrar of Assurances, Superintendent of Stamps, Income-tax Authorities or any other public bodies as may be necessary and execute, lodge for registration and admit execution of Conveyance Deed/ Sale Deed and/or any other instruments

or writing in relation to the said Property and any other documents incidental thereto;

- v) To complete all the legal/ statutory formalities for the purchase of the said Property;
- vi) To do, execute and perform all other acts, deeds, matters and things that may be necessary for the purposes aforesaid in relation to the said Property.

RESOLVED FURTHER THAT if required the Common Seal of the Company be affixed on any of the documents relating to the purchase of the said Property.”

OR

SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I/ We (Name and Address),
[] **SEND GREETINGS:-**

WHEREAS:

- a) Dena Bank (“**the BANK**”) intends to sell the property specified in the schedule below (“**said Property**”), on “as is where is basis & whatever it is basis”;
- b) Anarock Property Consultants Private Limited (“**ANAROCK**”) has been appointed by the BANK as the exclusive marketing consultant for the divestment of the said Property;
- c) The said Property will be sold through a bidding process as more particularly prescribed in the Bid Document (“**Bid Document**”) which shall be provided to each prospective buyer of the said Property. The bidding process shall be undertaken as per the terms and conditions of the Bid Document;
- d) I/We being unable to personally attend the bidding process and execution and registration for the purchase of the said Property, I am/We are desirous of appointing _____ (relation), Mr. / Ms. _____ (name and address) to be my/ our true and lawful Attorney and to do all acts, matters and things necessary and/or expedient to be done for and on my behalf of the following nature.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT I/ We do hereby appoint, constitute and nominate Mr. / Ms..... (hereinafter referred to as “**Attorney**”), to be my/ our true and lawful attorney with full power and authority, for and on my/ our behalf and in my/ our name to do, all such acts, deeds and things as set out hereinafter:

- 1) To participate in the bidding process on my/our behalf and submit bids as specified in the Bid Document for the purchase of the said Property;

- AND GENERALLY** to do, execute and perform all other acts, deeds, matters and things that may be necessary for the purposes aforesaid, in relation to purchase of the said Property as amply and effectually to all intents and purposes as I/ We myself/ ourselves could do in my/ our proper person, if these presents had not been made.

SCHEDULE

IN WITNESS WHEREOF, I/ **We, Mr./ Ms.** _____, have hereunto set my/
our hand this day of _____, 2019

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Mr. / Ms.)
in the presence of:)

1.

2.

I Accept,

(Constituted Attorney)

ANNEXURE “E”
E-auction Process Flow

- **Submission of EMD and KYC document to Anarock Property Consultants Pvt . Ltd. which should include declaration of personal details to participate in e-Auction process**
 - details will consist of:
 - Name
 - Contact number
 - email Id which will be login ID of the bidder.
- **Obtaining Training / Demo Session in co-ordination with AuctionTiger support executive**
 - Obtain understanding on system requirement i.e. Operating system of the computer, Internet connectivity requirement, etc.
- **Ensuring to keep an Alternative for internet and Computer system**
 - It is advisable to be prepared with alternatives in case of network failure or Computer system performance as neither AuctionTiger nor Dena Bank will take responsibility in case of your Internet or system failure.
- **Submission of bids in e-Auction during the time of e-Auction**
 - You are advised not to wait till last minute or last few seconds to submit your bid, to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc. Neither Dena Bank nor e-Procurement Technologies Ltd. (AuctionTiger) will be responsible for any such unforeseen circumstances.
- **H1 Confirmation**

AuctionTiger being just an e-Auction platform will not confirm the winning status of the bidder, you are requested to obtain H1 Confirmation from the authorized personnel of **Anarock Property Consultants Pvt. Ltd./ Bank** only.