



**Indian Overseas Bank**  
**Regional Office, Coimbatore**

**E- AUCTION TENDER DOCUMENT**

**SALE OF BANK OWNED PROPERTY AT COIMBATORE**

**AUCTION TENDER NO. Ref\_1/Admin/Sale/Coimbatore/2020**

Indian Overseas Bank,  
Regional Office- Coimabtoe,  
Gandhipuram,Coimbatore 641012  
Website : [www.iob.in](http://www.iob.in)

## 1. Disclaimer:

This document shall be referred to as the “Tender Document” for sale of Bank owned property at below said address and owned by the Indian Overseas Bank (“Bank”) and along with the other information provided would comprise the only information package, which is being made available to the bidders in accordance with the details contained herein.

- 1) Coimbatore, SF No.192/A, New No. 156/1, 156/4, Jothampatti Village, Kundadam, Dharapuram Taluk, Tirupur District admeasuring an area of 7851 Sq. m

Boundaries: **SF No: 156/1**

North: SF No.152-PAP Vaikal

South: SF No.156/2

East : Branch Vaikal

West : SF No.159 & 160

Boundaries: **SF No: 156/4**

North : SF No.152-PAP Vaikal

South : SF No.156/5

East : SF No.155

West : Branch Vaikal

The purpose of this document is to provide prospective bidders with basic and preliminary information to assist in the formulation of their bid and is issued upon the express understanding that the bidders will use it only for the purpose set out herein.

This document has been prepared on the basis of information available with the Bank. Further, it should not be assumed that there shall be no change or deviation in the information provided. This document does not purport to contain all the information and data each bidder may desire or require in reaching decisions concerning their bids. Each bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document. Bidders should form their own views and sources as to whether information provided herein or separately is relevant to any decision that they make and should make their own independent investigations in relation to any additional information that they may require.

The information contained in this document or any other information which may be provided to bidders is subject to change without prior notice. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged transaction process mentioned.

While this document has been prepared in good faith, neither the Bank nor its employees, officers, directors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even in case any loss or damage is caused by any act or omission on the part of the Bank or its employees, whether negligent or otherwise.

This document has not been filed, registered or approved by any regulatory or judicial authority. Recipients of this document should inform themselves of and observe any applicable legal requirements and the Bank and its representatives will not be responsible for compliance with the same.

The Bank reserve the right to change/modify/alter the terms and conditions of this document at any stage of the bid process with or without assigning any reason whatsoever.

The Bank reserves the right to accept or reject any or all Bids without giving any reasons. The Bank will not entertain any claim for expenses in relation or pertaining to the preparation and submission of Bids and as such no financial obligation/liability would accrue to the Bank on such eventualities.

## **2. Definitions**

In this document, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein:

**2.1 Bidder** means an individual, HUF, firm, Government departments, institutions, Banks, Corporations in the public and private sectors, who participate in this tender and submit their bid;

**2.2 Bid** means the electronic bid submitted by a bidder in accordance with the terms and conditions of this Tender Document;

**2.3 Bank** means Indian Overseas Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of Undertakings) Act 1970 and having its registered office at #763, Anna Salai, Chennai-600 002.

**2.4 E- Auction Bid Form** means the form prescribed at Appendix to the Tender Document and which is required to be submitted along with the form prescribed at Annexure A to the Tender Document;

**2.5 KYC Documents** means the documents as specified in Section 10.4.2 and in the Schedule to the E- Auction Bid form which are required to be submitted by the Bidder along with the Tender Form;

**2.6 Successful Bidder** means the bidder who is declared as the successful bidder in accordance with Section 13 of this Tender Document;

**2.7 Qualified Bidder** means a bidder who (i) is eligible to participate in the e-auction process; (ii)satisfies all criteria as set out in this Tender Document and who has submitted a duly filled and complete Tender Form along with all necessary annexures; and (iii) has duly deposited the EMD amount within the time specified in Section 4 of this Tender Document;

**2.8 Tender Document** means this document for sale of the Bank owned property at Coimbatore location, as may be amended and modified together with all annexures, appendices, schedules, addendums and amendments thereto;

**2.9 Tender Form** means the form prescribed at Annexure A of this Tender Document;

**2.10 Unqualified Bidder** means a bidder who does not satisfy or has not met the criteria as provided in this Tender Document; and is thus not eligible to participate in the e-auction process.

### **3. Property for Sale:**

**3.1** The Bank invites bids for the sale of its owned property with the following locations:

Sr. No.	Location & Address	Area (in Sq. M)
1	Coimbatore: SF No.192/A, New No. 156/1, 156/4, Jothampatti Village, Kundadam, Dharapuram Taluk, Tirupur District.	7851

The aforesaid property is hereinafter referred to as “the Bank owned Property”.

**3.2** The property is sold on “As is where is, whatever there is and no complaint” basis.

**3.3** Encumbrances: There are no known encumbrances.

#### 4. Schedule of bidding process:

The schedule for the bidding process will be as follows:

Sr. No.	Activity	Date
1	Issue of Advertisement	Advertisement published on 21/09/2020 in Indian Express and Dinamani English and Tamil languages respectively. Also available at <a href="http://www.iob.in">www.iob.in</a> under tenders section.
2	Issue of Tender Document	On 21/09/2020 available for downloading at <a href="http://www.iob.in">www.iob.in</a> under tenders section.
3	Inspection of documents and Site Visit.	Site visit : 14/10/2020 & 15/10/2020 during 10.00 Hrs to 17.00 Hrs. Copies of all title documents with the Bank shall be available for inspection from 14/10/2020 to 15/10/2020 at Indian Overseas Bank, Kaniyur Branch, 2A & 2B, Dheeran Chinnamalai Complex, Madathukulam Main Road, Kaniyur, 642203 during the working hours of 10.00 Hrs to 17.00 Hrs. Contact Person given in section 7.6
4	Date for submission of Tender Forms and EMD	On or before 24/10/2020 @ 14.30 Hrs. Submission of physical tender form at Indian Overseas Bank, Regional Office Coimbatore, 11/952, Cross Cut Road, Gandhipuram, Coimbatore-641012
5	Communication to Qualified Bidders and Unqualified Bidders	By 27/10/2020. E-mail will be sent to all Qualified Bidders confirming that they are eligible to participate in the e-auction and email will be sent to Unqualified Bidders stating that they are not eligible to participate in e-auction, by the Bank at their e-mail mentioned in the Tender Form.
6	Date & Time of e-auction	28/10/2020 between 15.00 Hrs. to 16.00 Hrs. with unlimited extension of 3 minutes each.

7	Declaration of Successful Bidder	Will be communicated to the bidders by the Bank at their e-mail mentioned in the Tender Form.
8	Confirmation of the sale	Will be communicated to the bidders by the Bank at their e-mail mentioned in the Tender Form.

## 5. Terms and Conditions

### **5.1 Bank will not entertain submission of tender documents/participation in e-auction platform by any broker, interested purchaser shall directly submit/participate.**

The Tender Document, Tender Form and any modification/amendment thereto can be downloaded from Bank's website [www.iob.in](http://www.iob.in) under tender section.

### **5.2 Reserve Price for the captioned Bank owned property:** INR Rs.7,40,000/- (Rupees Seven Lac Forty Thousand Only).

### **5.3 Earnest Money Deposit ("EMD"):** 10% of Reserve Price i.e INR. Rs.74,000/-.(Rupees Seventy Four Thousand Only).

### **5.4 Mode of deposit of EMD:** The bidder should make deposit of EMD amount through NEFT/RTGS transfer in favour of "Indian Overseas Bank" A/c No. 01300113301010 (Gandhipuram Branch Sundry creditor a/c)with Indian Overseas Bank, IFSC Code: IOBA0000130 .The UTR Number for the said transaction should be mentioned in the Tender Form.

### **5.5 Bidders shall preserve remittance challan or other proof of payment and shall produce the same as and when demanded by the Bank.**

### **5.6 Bidders ought to note the following:**

#### **a) The intending bidder must:**

(i) have a valid e-mail ID

(ii) shall hold a valid digital signature certificate issued by competent authority

(iii) Submit the Tender Form together with the E-Auction Bid Form, KYC Documents and particulars of the mode of EMD payment as prescribed in the Tender Form;

(iv) Register with the online service provider by opening website: <https://iob.auctiontiger.net>. The user ID issued by the online service provider will be activated only for the Qualified Bidders upon the verification of the bid form and confirmation of remittance of EMD.

b) The Qualified Bidders may avail online training on e-auction from M/s e-Procurement Technologies Ltd. Chennai at their own costs and expenses.

c) For more details on valid digital signature and information for E-Tender process, please contact:

1. Mr. Bharathiraju, M/s.e-Procurement Technologies, Chennai.

Contact: 8939000594.

2. Mr.Praveen Kumar. M/s.e-Procurement Technologies, Ahmedabad.

Contact: 09722778828.

Helpline Email id: tamilnadu@auctiontiger.net.

It is advised that the bidders should not disclose their user ID and password and other material information relating to the bidding. Bidders should also change the password immediately on receipt from the service provider.

**5.7** The Bank reserves the right to reject any or all of the Bids and to annul the process at any stage or at any point of time without assigning any reasons thereof. The decision of the Bank would be final and binding on the bidders.

**5.8** In case of any doubt regarding the Tender Document, the decision of the Bank shall be final and binding on all the bidders.

**5.9 Bid Multiplier** shall be **INR 50,000/-**. The bidders shall increase their bids in multiples of the amount specified in the public sale notice.

**5.10** In case of sole bidder, the tender stands cancelled or in other words, minimum two bidders should have responded for participating in e-auction. Bidders shall improve his/her bid at least by one bid incremental value.

**5.11** In the event of any of the instructions mentioned herein have not been adhered to, the bid is liable to be rejected by the Bank without providing any clarifications/justification.

**5.12** It would be deemed that by submitting the Tender Form, the bidder has:

- i. Made a complete and careful examination of the property and title documents
- ii. Received all relevant information required for submission of the bid either from the Bank or from his own due diligence.
- iii. Understood that he would have no recourse to the Bank post transfer of ownership rights of the concerned property upon execution of the sale deed.

## **6. Eligible bidders**

**6.1** The offer is open for individuals, firms, Government departments, institutions, Banks, Corporate in the public and private sectors, subject to applicable laws and regulations.

**6.2** Bids cannot be submitted by a consortium of bidders.

## **7. Site Visits**

**7.1** Each Bidder may visit the captioned property and ascertain for themselves the location and surroundings in order to carry out their own due diligence on any matter including title to the property as may be relevant to them. Bidders shall inspect the property and satisfy themselves regarding the physical nature, condition, etc.

**7.2** The captioned property may be inspected as per date and time specified in **Section 4 above**.

**7.3** The Bidder shall thoroughly satisfy themselves of the nature, conditions and quality of the captioned property and its physical condition. The Bank gives no guarantee or warranty as to the physical condition of the captioned property assets/material or/its quality of its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality/condition/fitness for use will be entertained by the Bank.

**7.4** Bidders are bound by the principle of caveat emptor (Buyer Beware).

**7.5** All travel/conveyance costs to and from the site shall be borne by the bidder and no request for reimbursement of the same shall be entertained by the Bank.

**7.6**For details regarding physical inspection of the captioned property, the interested bidders may contact:

**Mrs. Subadevi .M**

Manager,  
Indian Overseas Bank,  
Kaniyur Branch  
2A & 2B,Dheeran Chinnamalai Complex,  
Madathukulam Main Road,  
Kaniyur, 642203  
Tamil Nadu,  
Mobile No: 8056160446  
Phone No: 04252 241230

## **8. Inspection of documents**

**8.1**The title documents relating to the captioned property would be available for inspection at the venue and time mentioned in Section 4 above.

**8.2** Bidders are advised to verify the SRO as well as the Revenue Records and shall satisfy themselves regarding the nature, description, condition, encumbrances, demarcation, lien, charge, statutory dues etc over the property before submitting their bids. No correspondence / query will be entertained by the Bank.

## **9. Reserve Price and Earnest Money Deposit**

**9.1** The bid shall be accompanied by the EMD as specified in Point no.5.3 above. Bid form without EMD will be summarily rejected.

**9.2** No interest will be payable on the EMD amount or any other amounts deposited by the bidder.

**9.3**EMD received from Unqualified Bidders would be returned within a period of 14 days from the date of submission of Tender Form.

**9.4**EMD received from unsuccessful bidders would be returned within a period of 14 days from the date of submission of the bid.

**9.5.**EMD of the unqualified / unsuccessful bidders will be returned through NEFT / RTGS transfer to the Bank account details provided by them in the tender form (net of Bank charges).The account details provided should be the same from which EMD is deposited to Bank.

**9.6**The EMD of the Successful Bidder shall be automatically adjusted towards sale consideration. In case the Bid is accepted and the purchaser refuses / fails to make further payment towards the balance sale consideration as per the schedule, the EMD and amount so

deposited until then shall be forfeited without prejudice to the rights of the Bank to claim such further damages in this regard.

## **10. Preparation and Submission of Tender Form**

### **10.1 Language**

The Tender Form and all related correspondence and Documents should be written in the English language.

### **10.2 Currency**

The currency for the purpose of the Bid shall be the Indian Rupee (INR).

### **10.3 Validity of Bid**

Bid shall remain valid for a period not less than 180 days from the Bid Submission Date. However, the Bank, at its discretion, may require the bidders to extend the validity for such period as may be determined by the Bank. The Bank reserves the right to reject any bid which does not meet this requirement.

## **10.4 Format and signing of Tender Form and Supporting Documents**

**10.4.1** The Tender Form, shall be typed or written in indelible ink and the Bidder shall initial and number each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Tender Form.

**10.4.2** The submitted Tender Form should necessarily comply with the specified format, with only necessary modifications as circumstances may require. The Tender Form once submitted will not be returned under any circumstances whatsoever. Self-Certified True copies (as the case may be) or Originals (as specified herein) of the following documents shall be submitted as enclosures to the Tender Form:

<b>SR. NO.</b>	<b>PARTICULARS</b>
<b>A.</b>	<b>In case of INDIVIDUALS</b>
1	PAN Card
2	Passport / Driving License / Voter ID Card / AADHAR Card

3	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>B. In case of SOLE PROPRIETORSHIPS</b>	
1	PAN Card
2	Registration Certificate
3	CST / VAT / License or any other certificate issued by concerned competent authority
4	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>C. In case of PARTNERSHIP FIRMS</b>	
1	PAN Card
2	Registration Certificate
3	Registered Partnership Deed and any amendment/addendum thereto.
4	Particulars and documents as mentioned under Sr. No. A above, of partner to whom POA is given.
5	Duly notarized and stamped Power of Attorney (if applicable)[TO BE SUBMITTED IN ORIGINAL]
<b>D. In case of COMPANIES</b>	
1.	PAN Card
2.	Certificate of Incorporation
3.	Memorandum & Articles of Association
4.	Original duly notarized and stamped Power of Attorney authorizing a person to purchase property for Company along with certified copy of Board resolution appointing such person.
5.	Particulars and documents as mentioned under Sr. No. A above, of authorized person.
6.	For public limited company, Certified Copy of

	Certificate of Commencement.
<b>E. In case of LIMITED LIABILITY PARTNERSHIPS</b>	
1	PAN Card
2	Registered LLP agreement
3	Incorporation document and DPIN of the designated partners
4	Certificate of Registration issued by the ROC concerned
5	Original duly notarized and stamped Power of Attorney along with certified resolution Authorizing a person to sign the tender form and participate in e-auction on behalf of the LLP.
6	Particulars and documents as mentioned under Sr. No. A above, of concerned partner
<b>F. In case of TRUST / ASSOCIATION / SOCIETY</b>	
1	PAN Card
2	Registration Certificate
3	Resolution / Duly notarized and stamped Power of Attorney granted to Authorize a person to sign the tender form and participate in e-auction.
4	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
5	Particulars and documents as mentioned under Sr. No. A, of person authorized to purchase property
<b>G. In case of H.U.F.</b>	
1	PAN Card
2	Passport / Driving License / Voter ID Card / AADHAR Card of Karta
3	HUF Declaration for purchase of property
4	Particulars and documents as mentioned under Sr. No. A above, of Karta of HUF

5	Duly notarized and stamped of Attorney
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The Bank may at its discretion call upon the Bidder to produce originals/certified copies of any of the aforesaid documents, by giving intimation by e-mail at their e-mail address mentioned in the Tender Form, at least 24 hours in advance.

**10.4.3** The Power of Attorney, if applicable is to be submitted in Original and shall be as per the format enclosed at **Annexure-B**. The Power of Attorney is to be accompanied by the constitutional documents/charter documents of the entity and relevant board resolution/ authorization (as the case may be). The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity or Bids submitted by a HUF through its Karta.

**10.5** Duly filled Tender Form along with all annexures must be submitted in a sealed Envelope super scribed with the words “E Auction Tender Form for **Tender No. Ref\_1/Admin/Sale/Coimbatore/2020** at the Bank’s office situated at **The Chief Regional Manager**, Indian Overseas Bank, Regional Office- Coimbatore, 11/952, Cross Cut Road, Gandhipuram- 641012 at the Time and on or before the date specified in Section 4 above.

**Bid forms without all the Annexures will be rejected.**

**10.6** Bidders sending the Tender Form by Post/Courier will do so solely at their own risk and the Bank will not be responsible for any loss in transit or delay in post/courier.

## **11. Intimation to Qualified Bidders and Unqualified Bidders**

**11.1** The Bank shall send e-mail to all Qualified Bidders confirming that they are eligible to participate in the e-auction and shall also send email to Unqualified Bidders stating that they are not eligible to participate in e-auction. Such email shall be sent by the Bank by its Authorized Official at their e-mail mentioned in the Tender Form submitted by the bidder in the specified format.

**11.2** The Bank’s decision as to eligibility of bidders shall be final and binding.

## **12. Duration of Auction Sale**

**12.1** Online auction sale will start automatically on and at the time given in the public sale notice / tender document.

**12.2.** No Bidder shall bid below the Reserve Price.

**12.3**E-auction sale / bidding time will initially be for a period of one hour. If any market leading bid (bid higher than the highest at the point in time) is received within the last three minutes of closing time, the bidding time will be extended automatically by three minutes and if no bid higher than last quoted highest bids received within the said extended three minutes, the auction sale will automatically get closed at the expiry of such extended three minutes. There will thus be unlimited extensions of bidding time, each of three minutes duration, till auction is concluded by receiving the highest bid from a bidder without further improvement in the bid amount in the designated time.

**12.4**No complaint on paucity of time or time factors or non-functioning of online portal will be entertained.

### **13. Declaration of Successful Bidder**

**13.1**Highest bid will be provisionally accepted on “subject –to – approval” basis and the highest bidder shall not have any right /title over the property until the sale is confirmed.

**13.2**The bidder in whose favour the bid may be awarded shall be referred to as “the Successful Bidder.”Highest bidder will be declared the successful bidder and intimation to this effect will be given through e-mail by bank.

**13.3**Only Successful Bidder will be intimated of being declared successful in the e-auction. Intimation shall be by e-mail sent by the authorized official. Date and time of sending email will be considered date and time of intimation.

**13.4** If no intimation reaches, bidders are expected to take efforts to find out status from the Bank and once email is sent by the Bank to the email ID provided by the bidder, the Bank shall not be responsible for non-receipt of information.

**13.5 The conveyance of the Captioned property will be in the name of the Bidder as given in the Tender Form. Under no circumstances will conveyance be made to a third party.**

### **14. Payment Schedule.**

**14.1** 25% of the sale consideration (less EMD already paid) shall be deposited by way of NEFT/RTGS/demand draft/pay order with the Bank within 5 (five) days of e-mail declaring the bidder as successful bidder by Indian Overseas Bank.

**14.2** Any default in payment of 25% sale consideration within specified time shall lead to forfeiture of EMD amount and entitle the Bank to

cancel the sale. Once 25% of sale consideration (less amount already paid) is paid, the bidder cannot reduce or withdraw the bid for whatever reason.

**14.3** Sale is subject to confirmation by the Indian Overseas Bank.

**14.4** Out of the remaining balance 75% of the sale price shall be deposited by way of NEFT/RTGS/demand draft/pay order with the Bank within 30 calendar days from the date of e-mail confirming the sale in favour of Successful Bidder by Indian Overseas Bank or such extended period, as may be permitted by the Bank at their sole discretion. Any default in payment of balance 75% of sale consideration within specified time shall lead to forfeiture of sale consideration of 25% already paid and entitle the Bank to cancel the sale.

**14.5** All the outgoing like the captioned property tax, electricity/water charges/maintenance charges etc and other expenses will be borne by bidder from the date of execution of the sale deed of the captioned property. Any dues pertaining to the captioned property prior to the said date of execution of sale deed will be borne by Indian Overseas Bank.

**14.6** The transfer fees including share transfer fee, if any, /registration fee or transfer premium and any other charges or contributions and all other expenses whatsoever it may be and whatever name it is called and which is demanded by and/or payable to society or to any entity/authorities, person etc. Whosoever for transfer of the above mentioned property would be borne and paid by successful bidder.

**14.7** The payment of stamp duty, registration charges, incidental costs, taxes/duties/levies/cess, etc. and transfer fee/expenses, if any as applicable and related to the sale of the captioned property on offer, shall be entirely paid by the purchaser/Successful Bidder.

**14.8** Non-payment of any of the aforesaid sums within specified time, or non-compliance with necessary requisitions to effect sale, shall lead to forfeiture of EMD amount and any other amounts paid. Forfeiture of EMD amount and any other amounts shall be without prejudice to other rights and remedies available to the Bank.

**14.9** All the Payments have to be made strictly as per above schedule unless otherwise agreed by Indian Overseas Bank.

## **15. Delivery of Title Deeds and Possession**

- (i) The title deeds, share certificates (if any) and other documents related to the Captioned property, along with the physical possession of the captioned property shall be delivered to the Successful Bidder, on execution of the sale deed.

(ii) The successful bidder shall be informed of the date for conveyance seven days in advance and the Successful Bidder shall ensure, his/his agents presence at the concerned Sub Registrar's office for completion of the conveyance. In case the Successful Bidder fails to attend the concerned Sub-Registrar's office, the Bank shall after giving notice of 21 (twenty-one) days forfeit the amount paid and re-auction the captioned property. In case of execution of sale deed and other documents through authorized agent, it shall be the duty of the Bidder to ensure that such representative is duly authorized and possesses a Power of Attorney / Resolution, duly notarized/registered and stamped, as required under law, and that the same is produced at the time of attending the Sub-Registrar's office.

(iii) Sale Deed will be executed only as per Bank format as given in Annexure-D.

## **16. Default in payment by the Successful Bidder**

In case the sale consideration is not paid as specified in Section 14 by the Successful Bidder, the sale of the assets to the concerned successful Bidder would stand cancelled and the amount so far deposited by the Successful Bidder will automatically stand forfeited and all the claims over the property will be forfeited and will be resold.

## **17. Fraud and corrupt practices**

**17.1** The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the e-auction bidding process. Notwithstanding anything to the contrary contained herein, the Bank may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the e-auction. In such event the Bank shall be entitled to forfeit the EMD and any sale consideration paid, without prejudice to any other right or remedy that may be available to the Bank.

**17.2** For the purpose of this Section, the following terms shall have the meaning hereinafter provided:

- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the e-auction for avoidance of doubt, offering of employment to, or employing, or

engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly, with the e-auction or has dealt with matters concerning sale of the captioned property or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the e-auction or save and except as permitted under the relevant sub-section, engaging in any manner whatsoever, whether during the e-auction or after execution of the Sale Deed, as the case may be, any person in respect of any matter relating to sale of the captioned property, who at any time has been or is a legal, financial or technical advisor of the Bank in relation to any matter concerning sale of the captioned property;

- b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the e-auction;
- c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or the captioned property to influence any persons participation or action in the e-auction
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the e-auction; or (ii) having a conflict of interest; and
- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the e-auction.

## **18. Force Majeure**

The Bank shall not be liable for any failure or delay in performance due to any cause beyond their control including, but not limited to fires, floods, strikes, go-slow, lock-out, closure, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government 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 the Bank to extend the time of performance on the part of the Bank by such period as may be necessary to enable the Bank to effect performance after the case of delays will have

ceased to exist. The Bank shall not be liable for any loss (whether direct or remote), due to non-delivery or delay caused due to circumstances beyond the control of the Bank. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

## **19. Governing Law / Jurisdiction**

This transaction shall be governed by the laws of India and all disputes arising out of the process shall be subject to the exclusive jurisdiction of the courts at Coimbatore.

## **20. Miscellaneous**

- 20.1** Correspondence about any change / modification in the offer after submission of tender will not be entertained.
- 20.2** The bidders shall not be entitled to receive re-imburement of any expenses which may have been incurred in preparation of bid, documents to be submitted pursuant to the tender process or carrying out due diligence in respect to the captioned property.
- 20.3** The Bank takes no responsibility for unforeseen circumstances such as non-loading of e-auction website or other similar issues. It is advised that bidders do not wait till the last moment, to submit their bids.
- 20.4** The Bank reserves the right to postpone/ cancel or vary the terms and conditions of tender without assigning any reason thereof.
- 20.5** No Offers / Bids below reserve price shall be entertained.
- 20.6** In case of any addendums or modifications or cancellation of the terms and conditions of tender, the same shall be uploaded on our website: [www.iob.in](http://www.iob.in) under tender section.
- 20.7** Transfer of the captioned property will be subject to bye-laws, regulations and approvals required from the **component statutory authorities** and also subject to other laws in force or approval or permissions from other local or government authorities. Costs for seeking such approvals or permissions shall be borne by the purchaser.

**Annexure - A**  
**Tender Form**  
**[On Letter head of the Bidder]**

To,

The Chief Regional Manager,  
Indian Overseas Bank,  
Regional Office- Coimbatore,  
11/952, Cross Cut Road, Gandhipuram  
Coimbatore-641012

**Subject: E- Auction for Bank owned propertyat Coimbatore**

Sir,

1. I \_\_\_\_\_ (in case of self-Bidder)/\_\_\_\_\_, being duly authorized to represent and act for and on behalf of \_\_\_\_\_(in case of submission through authorized representative of the Bidder), and having studied and fully understood all the information provided in the Document, the undersigned hereby apply as a Bidder for the purchase of a captioned property according to the terms and conditions of the offer made by Indian Overseas Bank.
2. Details of the Bidder in the E-Auction Bid Form as per **Appendix** are true and correct and the E-Auction Bid Form has been duly filled and signed on each page. EMD has already been paid by \_\_\_\_\_ *[insert details of NEFT/RTGS]*
3. The Bank is hereby authorized to conduct any inquires / investigations to verify the statement, Documents and information submitted in connection with the proposed Bid.
4. The Bank and its authorized representatives may contact the following persons for any further information:-  
Name of the Person:  
Address :  
Mobile/Phone No.  
Fax No.  
**E-mail:**
5. The Tender Form is filled and participation in the E-auction if done is made with full understanding that:

- (a) Indian Overseas Bank reserves the right to reject or accept any Bid, modify / cancel the bidding process, and/or reject all or any of the Bids.
  - (b) Indian overseas Bank shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
6. I/We also undertake to abide by the additional conditions, if any, announced during the e-auction, including any announcement for correction of and/or additions or deletions to the time of the auction.
7. I/We, the undersigned declare the statements made, and the information provided in the duly completed E-Auction Bid Form enclosed are complete, true and correct in every aspect. I/We understand and agree that if any of the information revealed by me/us is found to be incorrect and/or untrue, or if I am unable to make payment as per the payment schedule provided in the tender document, the bid submitted by me/us is liable to be cancelled and in such case, the EMD and any other monies paid by me/us is liable to be forfeited and the Bank will be at liberty to annul the process at any stage.
8. I/We confirm that our participation in the e-auction process, submission of bid or acquisition of the captioned property pursuant to the provisions of the Tender Document will not conflict with, or result in a breach of, or constitute a default under (i) our documents of incorporation; or (ii) any applicable laws; (iii) any authorization or approval of any government or local authority; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me/us; or (v) any agreement to which I am/we are a party or by which I am/we are bound.
9. I/We confirm that neither the Bank nor any online service provider shall be liable and/or responsible in any manner whatsoever for my/our failure to access and bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the computer system, any other unforeseen circumstances, etc. before or during the auction event.
10. I/We agree to execute the Sale Deed as per Bank format as given in Annexure D.
11. I have read the terms and conditions of the offer detailed in the Tender Document and am willing to abide by them unconditionally.
12. We further acknowledge and agree that:-
- (i) In case our offer is accepted and if we fail to pay the amount in the manner specified by the Bank, the amount of Earnest Money Deposit

and any further installments paid by us under this offer shall stand absolutely forfeited by Indian Overseas Bank.

- (ii) This offer is valid for a period of **180 days** from the date of Bid submission or such extended date as may be determined by Indian Overseas Bank.
- (iii) I/We have read and understood the terms and conditions of the Tender Documents and hereby unequivocally and unconditionally accept the same.
- (iv) The decision of the Bank concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for India Overseas Bank to reject our Bid and/or to cancel the award of sale.

I/We understand that decision by the Bank with respect to selection of the successful bidder, shall be final:

Name of the Bidder :

Address (Office) :

(Residence) : .....

Tel.No. (Office) : .....

(Residence) : .....

Fax No. : .....

**E-mail address** : .....

Mobile No. : .....

N.B. In case of corporates, the above details to the extent applicable, be given in respect of Power of Attorney holder.

Enclosures:

- i. E-Auction Bid Form in Original.
- ii. Copy of the NEFT/RTGS details
- iii. KYC Documents as duly certified true copies
- iv. Power of Attorney in Original together with duly certified true copy of the relevant Board resolution/ Declaration (as applicable authorizing such Power of Attorney Holder).
- v. Sale Deed to be executed on the relevant value Stamp paper

**E-AUCTION BID FORM****For Bank owned property at Coimbatore**

To,

The Chief Regional Manager,  
 Indian Overseas Bank,  
 Regional Office- Coimbatore,  
 11/952, Cross Cut Road, Gandhipuram  
 Coimbatore-641012

*(Read carefully the terms and conditions of sale before filling-up and submitting the bid)*

A	Name of Bidder (s) or Company or Firm (in Capital)	
B	Father's/ Husband's Name	
C	Postal Address of Bidder(s). If bidder is a company, address of its Regd. Office	
D	Phone/Mobile Number	
E	E-mail ID	
F	Bid Amount Quoted	Rs.: (Rupees _____) _____)
G	Bank Account Details for refund of EMD (The Account detail should be the same from which the EMD is deposited by the Bidder, to Bank) i. Bank A/c No. ii. IFSC Code No. iii. Branch Name iv. Bank Name	

H	PAN Number	
I	Whether EMD remitted	Yes / No
J	EMD Remittance Details* i. Date of remittance ii. Name of Bank iii. Branch iv. Account No. v. IFSC Code No. vi. UTR No.	

I \_\_\_\_\_ (in case of self Bidder)/\_\_\_\_\_, being duly authorized to represent and act for and on behalf of \_\_\_\_\_(in case of submission through authorized representative of the Bidder), declare that I have read and understood all the terms and conditions of the E-auction sale and I undertake to abide by them.

**I \_\_\_\_\_ (Name of Bidder) applying in the capacity of \_\_\_\_\_ (please state whether Individual/Proprietorship/Corporate/LLP/Partnership/)** enclose herewith duly self certified true copies of the KYC documents listed in the KYC Schedule hereto.

**Original Power of Attorney executed by \_\_\_\_\_ in favour of \_\_\_\_\_ is also enclosed. /[TO BE INCLUDED IN THE EVENT TENDER FORM IS FILLED THROUGH A CONSTITUED ATTORNEY]**

(Signature of the Bidder)

\*Mandatory: Bidders should preserve the EMD remittance *challan* and produce on demand.

Enclosures: Please specify the KYC documents enclosed. In case of Tender Form Submission by a POA holder, the KYC documents are to be certified by such POA holder.

**Schedule**  
**(KYC Documents for E-Auction)**

<b>SR. NO.</b>	<b>PARTICULARS</b>
<b>A. In case of INDIVIDUALS</b>	
1	PAN Card
2	Passport / Driving License / Voter ID Card / AADHAR Card
3	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>B. In case of SOLE PROPRIETORSHIPS</b>	
1	PAN Card
2	Registration Certificate
3	CST / VAT / License or any other certificate issued by concerned competent authority
4	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>C. In case of PARTNERSHIP FIRMS</b>	
1	PAN Card
2	Registration Certificate
3	Registered Partnership Deed and any amendment/addendum thereto.
4	Particulars and documents as mentioned under Sr. No. A above, of partner to whom POA is given.
5	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>D. In case of COMPANIES</b>	
1.	PAN Card
2.	Certificate of Incorporation

3.	Memorandum & Articles of Association
4.	Original duly notarized and stamped Power of Attorney authorizing a person to purchase property for Company along with certified copy of Board resolution appointing and duly authorizing such person.
5.	Particulars and documents as mentioned under Sr. No. A above, of authorized person.
6.	For public limited company, Certified Copy of Certificate of Commencement.
<b>E. In case of LIMITED LIABILITY PARTNERSHIPS</b>	
1	PAN Card
2	Registered LLP agreement
3	Incorporation document and DPIN of the designated partners
4	Certificate of Registration issued by the ROC concerned
5	Original duly notarized and stamped Power of Attorney along with certified resolution Authorizing a person to sign the tender form and participate in e-auction on behalf of the LLP.
6	Particulars and documents as mentioned under Sr. No. A above, of concerned partner
<b>F. In case of TRUST / ASSOCIATION / SOCIETY</b>	
1	PAN Card
2	Registration Certificate
3	Resolution / Duly notarized and stamped Power of Attorney granted to Authorize a person to sign the tender form and participate in e-auction.
4	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
5	Particulars and documents as mentioned under Sr. No. A, of person authorized to purchase property

<b>G. In case of H.U.F.</b>	
1	PAN Card
2	Passport / Driving License / Voter ID Card / AADHAR Card of Karta
3	HUF Declaration for purchase of property
4	Particulars and documents as mentioned under Sr. No. A above, of Karta of HUF
5	Duly notarized and stamped of Attorney

## **Annexure – B**

### **FORMAT FOR POWER OF ATTORNEY FOR SIGNING TENDER FORM AND PARTICIPATING IN E-AUCTION**

**(Duly notarized and on a Stamp Paper of relevant value as applicable at  
place of execution.)**

#### **POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name of address of the registered office) do hereby irrevocably constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with our incidental to our Bid and participation in e-auction for the purchase of a scheduled property of Indian Overseas Bank, including, signing and submission of all Documents and providing information/responses to Indian Overseas Bank, representing us in all matters before India Overseas Bank, and generally dealing with Indian Overseas Bank in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. The onus of intimating the revocation of the said Power of Attorney lies with the Principal. Until such time the Bank is duly notified of the fact of revocation of Power of Attorney by the Principal, all such acts and deeds / correspondences between the Bank and the Power Agent shall be binding on the Principal.

The Principal, undertakes to indemnify the Bank of any and all claims arising out of the Bank corresponding with the Power agent subsequent to revocation of the Power of Attorney by the Principal and prior to intimation of the same to the Bank by the Principal

Schedule of the Property:

SF No.192/A, New No. 156/1, 156/4, Jothampatti Village, Kundadam,  
Dharapuram Taluk, Tirupur District

(Signature)

(Name, Title and Address)

I Accept

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

## Annexure- C

### (Sale Deed to be executed on the relevant value Stamp paper)

This Deed of Sale ("**Deed**") is executed on [ ] day of [ ], 2020 at [ .]

By

**INDIAN OVERSEAS BANK**, a body Corporate duly constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Central Office at # 763, Anna Salai, Chennai-600 002 and having its Regional Office among others at Indian Overseas Bank, at \_\_\_\_\_, hereinafter referred to as the "VENDOR", which expression shall unless repugnant to the context thereof, include its successors, representatives etc. acting through its authorized signatory\_\_\_\_\_, authorized by the Board of Directors of the **VENDOR** to execute this Deed and to do all acts, deeds and things incidental thereto, being party of the **ONE PART**;

### IN FAVOUR OF

Sri./Smt.\_\_\_\_\_S/o./W/o.\_\_\_\_\_,  
occupation\_\_\_\_\_, aged \_\_\_\_\_ years, residing  
at\_\_\_\_\_

hereinafter called the "**PURCHASER**" which expression shall unless repugnant to the context thereof mean and include wherever applicable his legal representatives, heirs, successors, executors, administrators, and permitted assigns of the **OTHER PART**.

Or

### **In case of Company/ partnership firm/ registered society**

M/s. \_\_\_\_\_ a company incorporated under the Companies Act, ..... / Limited Liability Partnership Firm constituted under the Limited Liability Partnership Act, 2008/ a partnership firm under the Indian Partnership Act, 1932/ a registered society registered under the Societies Registration Act/ applicable laws having its registered office/ principle place of business at \_\_\_\_\_, hereinafter referred to as the "PURCHASER", which expression shall unless repugnant to the context thereof include its successors and permitted assigns, authorized by the Board of

Directors of the PURCHASER to execute this Deed and to do all acts, deeds and things incidental thereto, being party of the **OTHER PART**.

**WHEREAS:**

- A. The VENDOR herein, is seized and possessed r of immovable property bearing No., [.] admeasuring [.] sq. Feet carpet area i.e. area within the walls, known as [.] situated at [.] hereunder written and hereinafter referred as the **“Schedule Property”** and more fully described in the **Schedule I** to this Deed.
- B. The VENDOR is the absolute owner, having acquired the property from Former Owners and since then VENDOR has been in possession and enjoyment of the Schedule Property and paying taxes and levies thereon, as sole and absolute owner thereof.
- C. AND WHEREAS pursuant to tender invited by the Vendor and the offer of the Purchaser having been accepted by the Vendor, the Purchaser has agreed to purchase Schedule mentioned property admeasuring \_\_\_\_\_ sq. mtrs., more particularly described in the ..... Schedule hereunder written on “as is where is” and “as is what is” condition for the lumpsum consideration hereinafter mentioned.
- D. AND WHEREAS it is the obligation of the Purchaser to obtain all requisite permissions.
- E. The PURCHASER has carried out a detailed due diligence on the Scheduled Property, being satisfied with the status of and due diligence report for, the Schedule Property, has agreed to purchase the Schedule Property on as is where is basis in terms as written agreement for a total sale consideration of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ only) and the PURCHASER in terms of this written agreement agreed to pay the entire sale consideration at the time of execution of the sale deed.
- F. WHEREAS as per Resolution passed at the \_\_\_\_\_ meeting of the Board of Directors of the Vendor held on \_\_\_\_\_ the sale of the said Property to the Purchaser herein as decided by its ..... Committee was approved and the signatory hereunder is authorized to execute this deed and the ..... of the Vendor has been authorized to execute documents and to register the same and copy of the extract of the said Resolution is annexed hereto and marked as **Annexure** .....

G. WHEREAS the Purchaser has paid the entire price consideration of Rupees \_\_\_\_\_ as under :

Particulars of Payment	Amount

**NOW THEREFORE THIS DEED OF SALE WITNESSETH AS HEREUNDER:**

1. In consideration of the PURCHASER having paid the entire sale consideration Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in two instalments being Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by D.D. bearing No. \_\_\_\_\_ drawn on \_\_\_\_\_ dated \_\_\_\_\_ and Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by D.D. bearing No. \_\_\_\_\_ drawn on \_\_\_\_\_ dated \_\_\_\_\_, the receipt of which has been duly acknowledged by the VENDOR, DOES HEREBY GRANT, CONVEY, TRANSFER, BY WAY SALE AND ASSIGN unto and in favour of the PURCHASER of the Schedule Property on “as is where is and as is what is basis” and every part thereof together with the right, title and interest therein, with all the benefits advantages, concessions, claims, demands, privileges and appurtenants thereto etc., attached to belonging to and reputed to belong to the Schedule Property TO HOLD, TO POSSESS AND TO ENJOY the same forever.
2. The VENDOR hereby further declares that it is of bonafide view that the Schedule Property is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments, lis-pendens, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims from third parties save and except as otherwise provided.
3. The VENDOR hereby assures the PURCHASER that all property taxes, levies, society charges, water and electricity charges on the Schedule Property have been paid up to the date of execution of this Sale Deed and thereafter the same shall be the responsibility of the PURCHASER. However, if the PURCHASER receives any bill in respect of the said liability for the period prior to execution of Sale Deed, then the same shall be payable by the VENDOR.

4. The Vendor doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for him, made, done, committed or knowingly or willingly suffered to the contrary, has right, title or interest to the said property not becoming void or voidable or the Vendor doth hereby covenant with the Purchaser that there is no mortgage, charge, lien or other encumbrances on the said property and the Vendor doth hereby further covenant with the Purchaser that the Purchaser, its visitors, servants, agents and licensees from time to time and at all times hereafter by day and night at its or their free will and pleasure for all purposes connected with the use and enjoyment of the said property hereby conveyed, and the Vendor declare that he has handed over to the Purchaser all documents relating to, belonging to or connected with the said property and the Vendor declare and confirm that he does not have any other documents of title and should he come in possession of any evidence or document of or relating to title, he shall and will hand over or cause to be handed over to the Purchaser or any person claiming through or under the Purchaser. And that the Vendor doth hereby confirm that he had handed over to and placed the Purchaser in possession of the said property hereby granted, conveyed, transferred and assigned unto the Purchaser.
5. The VENDOR hereby declares and covenants with the PURCHASER that it shall do or cause to be done all acts, deeds and things which are legally or reasonably required to be done at the instance of the VENDOR for more fully and perfectly assuring the right, title and interest of the PURCHASER in the Schedule Property herein conveyed and the VENDOR shall bear any such expenses as may be required at its instance to assure the right, title and interest of the PURCHASER in the Schedule Property. However, such expenses shall be limited to the extent of bringing the absolute title of the Property in favour of the VENDOR, so that the same can be transferred.
6. Pursuant to execution of this Sale Deed, the PURCHASER shall be the sole and absolute owner of the Schedule Property with attendant rights of ownership, possession, enjoyment and shall be entitled to deal with and dispose of the Schedule Property as deems fit without any interference, obstruction or hindrance from the VENDOR or any one claiming under, through or in trust for VENDOR.

7. All house tax, water tax, sewerage tax or any other fees, cess or taxes, the duties, dues, demands, liabilities and outgoing charges including property tax, if any, shall be paid and borne by the VENDOR up to the date of the execution of the Sale Deed and thereafter the same shall be paid and borne by the PURCHASER.
8. In case the government levies any tax, duties, cess, on the sale consideration of the Scheduled Property or any component of sale consideration relatable to the Scheduled Property or execution of this Sale Deed, whether prospective or retrospective in nature, either by virtue of interpretation or by operation of law, the same shall be borne by the PURCHASER, and payable to the VENDOR.
9. The cost of stamp duty, registration charges and other incidental charges and expenses will be solely borne by the PURCHASER. In case the Government demands any further stamp duty/registration charges/service tax and any other charges on this Deed, the same shall also be borne by the PURCHASER.
10. The VENDOR hereby covenant that it shall at the cost of the PURCHASER sign, verify and execute such further documents as are required so as to effectively transfer/mutate Scheduled Property unto and in favour of the PURCHASER in the concerned departments.
11. The original / true copies of the documents concerning the Scheduled Property has been handed over by the VENDOR to the PURCHASER at the time of execution and registration of this Sale Deed, receipt of which is duly acknowledged by the PURCHASER.
12. The Courts at ..... shall have the exclusive jurisdiction in all matters arising out of this Sale Deed and Parties hereby unconditionally submit to the said jurisdiction.
13. The content mentioned under this Deed is final and cannot be changed under any circumstances; however, the format of the draft can be amended as per the requirement and By-laws of the local registering authorities.

Whereas, the VENDOR has on this day delivered the vacant possession of the Schedule Property to the PURCHASER along with all the available original title deeds and documents which are in his possession pertaining to or relating to the Schedule Property.

### **SCHEDULE OF PROPERTY**

IN WITNESS WHEREOF the parties herein have affixed their respective signatures to this deed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ year in presence of the witness:

1. VENDOR

2. PURCHASER

WITNESSES:

1.

2.