

**THE TAMILNADU INDUSTRIAL INVESTMENT CORPORATION LIMITED**  
**No.692, Anna Salai, Nandanam, Chennai 600 035**

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Terms and Conditions for auction sale of mortgaged assets  
Under the SARFAESI Act  
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The Terms and Conditions for sale by public auction of the assets of  
M/s.....

Under the powers of sale conferred under Section 13, Sub-Clause (4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and under the powers conferred under the security documents, the Authorised Officer will sell the following land, building, plant and machinery of the above unit on behalf of the secured creditor, The Tamilnadu Industrial Investment Corporation Ltd., (hereinafter referred as Corporation) either in one or more lots, i.e.

- a) machinery alone either in one lot or singly or
- b) land and building alone, or
- c) land, building and machinery

and the sale is subject to the confirmation by the Authorised Officer.

2. Description of land and building, plant & machinery

- a. Land }  
b. Building } As per Annexure  
c. Plant & Machinery }

3. Date and time of inspection :

4. Date and time of auction :

5. Place of auction :
6. Every person who wishes to participate in the public auction shall pay an EMD of Rs..... in the form of cash/DD/Pay Order being payable to the TIIC Ltd. at the place where it is submitted before being allowed to participate
7. The highest bid in the auction will be identified. The amount paid by all the bidders except the highest bidder will be returned. If the sale is confirmed, the balance bid amount is payable as per the terms in Para-10 below.
8. RESERVE PRICE : Rs. (Rupees only)
9. The sale is subject to confirmation by the Authorised Officer

#### **10. TERMS OF PAYMENT, DELIVERY, ETC.**

- i) The highest bidder will have to deposit 25% of the bid immediately on the same day of auction before closing of cash counter in the form of cash/DD/Pay Order payable to the TIIC Ltd. at the place where the auction is held.
- ii) The balance 75% is payable on or before the 15<sup>th</sup> day of confirmation of sale of the assets by the Authorised Officer. In case 25% is not paid immediately, the amount till then paid will be forfeited. In case after paying 25% of the bid, the balance is not paid, then the amounts till then paid will be forfeited. The defaulting highest bidder shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold. In the above circumstances, the Authorised Officer will be at liberty to act as per Clause 23 herein below.

- iii) Where the immovable property sold is subject to any encumbrance to the knowledge of the Corporation, the Authorised Officer, if he thinks fit will allow the highest bidder to deposit the money required to discharge the encumbrance and any interest due thereon together with such additional amount that may be sufficient to meet the contingency or further cost, expenses and interest as may be determined by the Authorised Officer.
  - iv) If the entire amount of the bid is paid to the Corporation in the manner stipulated, then the Authorised Officer shall execute a certificate of sale in favour of the successful highest bidder for the land and building / machinery (expenses on bidder's account) and the Authorised Officer shall deliver the property to the highest bidder if under actual possession and not under constructive possession.
11. In case the date of inspection/auction is declared by the Government as a public holiday, then such date of inspection, etc. will be postponed to the next working day at the same time without any further communication in this regard.
  12. Every bidder is deemed to have gone through and accepted the Terms and Conditions for sale. There shall not be any counter proposals or different manner of paying the amounts.
  13. The sale of land, building, machinery, accessories and other articles are on "AS IS WHERE IS" basis. The bidders are assumed to have inspected them and the principle of caveat emptor will apply to the sale.
  14. The Authorised Officer / Corporation will not be responsible for any deviation or modification or reduction in extent and other descriptions

15. There is no express or implied conditions or warranties of sale. Neither reliance can be had on any description nor will any complaint against the description be entertained.
16. The Corporation reserves to itself the right to participate in the auction in its own right.
17. The Authorised Officer reserves the right either to accept or reject any bid in the auction without assigning any reasons and the decision of the Authorised Officer in this regard shall be final.
18. All the bidders shall accept the Terms and Conditions for sale in writing and the highest bidder shall acknowledge his bid in writing after the auction
19. The Authorised Officer reserves the right to cancel or postpone the sale at any time without assigning any reason
20. The Authorised Officer reserves the right to withdraw from the sale or withhold from selling any of the land, building, plant & machinery, accessories and other articles at any time but prior to confirmation of sale.
21. The Authorised Officer reserves the right to negotiate with the highest bidder for enhancement of the bid and to confirm the sale in favour of the person whose bid is higher.
22. In the event of the sale being confirmed, the successful bidder shall bear the necessary stamp duty, registration fees etc. for registering the sale certificate for the land and building or for machinery in his / their favour.
23. In case the stipulated amount is not paid within the stipulated time by the successful bidder, the sale confirmation in his favour will be set aside and the amount paid till then will be forfeited without reference to him.
24. The successful bidder has to pay the property tax, commercial tax, sales tax and other dues to the Government and other statutory liabilities, if any, in respect of the property sold.

25. In respect of SIDCO/SIPCOT/CMDA/Government/Co-operative Society lands, plots, sheds etc. dues, if any payable to such institutions as per their terms and conditions, will have to be paid separately by the successful bidder
26. All participants shall furnish their full residential and / or office address. Mere "care of" addresses including hotel room numbers and post box addresses shall not be accepted.
27. For other conditions not covered, the decision of the Authorised Officer is final.

The above terms and conditions are in addition to the conditions if any stipulated in the advertisement for sale.