

TENDER DOCUMENT FOR AUCTION

**OFFICE OF THE OFFICIAL LIQUIDATOR
BOMBAY HIGH COURT**

IN

OLR NO. 97 & 122 OF 2017

IN ACCORDANCE WITH THE DIRECTIONS OF THE HON'BLE SUPREME COURT

IN

**CONTEMPT PETITION (CIVIL) NOS. 412 AND 413 OF 2012
IN CIVIL APPEAL NOS. 9813 AND 9833 OF 2011
AND CONTEMPT PETITION (CIVIL) NO. 260 OF 2013
IN CIVIL APPEAL NO. 8643 OF 2012
BEFORE THE HON'BLE SUPREME COURT**

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TENDER DOCUMENT FOR AUCTION

I. BACKGROUND

1. The Official Liquidator, Bombay High Court (“**Official Liquidator**”) has been appointed by the Hon’ble Supreme Court of India (“**Hon’ble Supreme Court**”) vide its order dated April 27, 2017 passed in Contempt Petition (Civil) Nos. 412 and 413 Of 2012 in Civil Appeal Nos.9813 and 9833 of 2011 and Contempt Petition (Civil) No. 260 Of 2013 in Civil Appeal No. 8643 Of 2012 in the matter of Securities and Exchange Board of India Vs. Sahara India Real Estate Corporation Ltd. & Ors (“**Order**”) to sell the Aamby Valley City (as defined hereinafter) which will be carried out through an Auction (as defined hereinafter) on an “**AS IS WHERE IS, WHATEVER THERE IS**” basis. The Auction will be conducted through an open physical *inter se* bidding at a place to be intimated by the Official Liquidator, Bombay High Court, in the presence of the Designated Supreme Court Appointee (as defined hereinafter).
2. Pursuant to the above, the Official Liquidator has appointed MSTC Limited as the auction provider (“**Auction Provider**”) and T.R. Chaddha & Co. LLP as the auction manager(s) (“**Auction Manager**”) to assist the Official Liquidator in conducting the Auction in the presence of the Designated Supreme Court Appointee and the District Collector, Pune or his representative(s) to ensure that the proposed sale/ lease, as applicable, of the Properties (as defined hereunder) pursuant to the Auction is effected and implemented smoothly and in conformity under applicable laws.
3. In accordance with the Order, the Official Liquidator acting on behalf of the Hon’ble Supreme Court has issued a public notice dated 14.08.2017 providing the details of the Auction (“**Public Notice**”) with an information memorandum setting out details of the Properties (“**Information Memorandum**”) along with this tender document setting out the terms and conditions of the Auction (“**Tender Document**”) inviting Bids (as defined hereinafter) from Intending Bidder(s) (as defined hereinafter) along with amount equivalent to **Fifteen (15%)** of the Reserve Price (as defined hereinafter) as earnest money (“**Earnest Money**”) to be paid through RTGS or NEFT in the Designated Bank Account (as defined hereinafter) to participate in the Auction through submission of a Bid followed by an open physical *inter se* bidding for the sale / lease (as applicable) of the Properties. The aforesaid Public Notice and the Information Memorandum is

annexed as **Annexure I** and **Annexure II** hereto.

4. This Tender Document along with the Public Notice and Information Memorandum has been made available on the websites of the Official Liquidator, Mumbai and the Webpage(as defined hereinafter).

II. DEFINITIONS AND INTERPRETATIONS

1. Definitions

- (i) “**Aamby Valley City / Properties**” shall mean the properties to be sold under the Auction, as set out under the Information Memorandum which is annexed as **Annexure II** hereto.
- (ii) “**Aamby Valley City Development**” shall mean the entire development comprising of the properties specifically set out under paragraph 1 (i), (ii), (iii) in the Information Memorandum which is annexed as **Annexure II** hereto.
- (iii) “**Approvals**” shall mean and include all subsisting governmental, regulatory and statutory licenses, consents, permissions, no objections, registrations, approvals, declarations, grants and pending applications in that regard (as applicable) in respect to the Properties.
- (iv) “**Auction I**” shall mean auction sale / lease (as applicable)of the Properties through submission of Bid and thereafter an open physical *inter se* bidding as a composite and as set out under Auction I of the Information Memorandum on the terms and conditions set out herein.
- (v) “**Auction II**” shall mean auction sale / lease (as applicable) of the Properties through submission of Bid and thereafter an open physical *inter se* bidding as set out as Lot 1, Lot 2 and Lot 3 as set out in paragraph 2 of the Information Memorandum under Auction II on the terms and conditions set out herein.
- (vi) “**Auction**” shall mean Auction I and Auction II singularly and collectively.

- (vii) “**Auction Bid Form**” shall have the meaning ascribed to it in Clause IV (7).
- (viii) “**Auction Manager**” shall have the meaning ascribed to it in Clause I(2).
- (ix) “**Auction Provider**” shall have the meaning ascribed to it in Clause I (2).
- (x) “**Auction Venue**” shall have the meaning ascribed to it in Clause IV.
- (xi) “**Bid(s)**” shall have the meaning ascribed to it in Clause IV (7).
- (xii) “**Bid Value**” shall mean the bid value quoted by the Intending Bidder(s) in the Bid with respect to the Properties in the Auction and shall not be less than the Reserve Price with respect to such Properties.
- (xiii) “**Designated Bank Account**” shall mean the bank account to receive and remit all payments in Indian Rupees under the account bearing name “**Official Liquidator Aamby Valley City**” with the Central Bank of India, Mumbai Main office branch, bearing Current Account No. 3626636342 having MICR No. 400016071, IFSC Code CBIN0280621. In the event payments are made in United States Dollars, such payments shall be made in the account bearing the following details, Swift Message : MT 103, Intermediary Bank : Citi Bank, New York (Swift Code : CITIUS 33), Central Bank of India’s Nostro Account with Citi Bank bearing Account No. 36072305, Beneficiary Bank : Central Bank of India, Overseas Branch (Swift Code : CBININBBOSB), Beneficiary Customer Name “**Official Liquidator Aamby Valley City**” bearing Account No. 3626636342 with Mumbai Main office.
- (xiv) “**Designated Date (s)**” shall mean the dates of Auction I and Auction II as set out in Clause III.
- (xv) “**Designated Supreme Court Appointee**” shall mean such person(s) who is appointed by the Hon’ble Supreme Court to attend the Auction.
- (xvi) “**Earnest Money**” shall have the meaning ascribed to it in Clause I (3).

- (xvii) “**Final Bid Value**” shall have the meaning ascribed to it in Clause IV (11).
- (xviii) “**Hon’ble Supreme Court**” shall have the meaning ascribed to it in Clause I (1).
- (xix) “**Highest Intending Bidder(s)**” shall have the meaning ascribed to it in Clause IV (11).
- (xx) “**Information Memorandum**” shall have the meaning ascribed to it in Clause I (3).
- (xxi) “**Litigations**” shall mean the litigations in respect to the Properties as listed in Information Memorandum.
- (xxii) “**Official Liquidator**” shall have the meaning ascribed to Clause I (1).
- (xxiii) “**Net Worth Certificate**” shall mean the certificate certifying the net worth of the Intending Bidder(s) to meet atleast Fifty Percent (50%) of the Bid Value issued by a government or statutory authority or public sector undertaking or statutory auditor of such Intending Bidder or a chartered accountancy firm supported by Three (3) years Audited Balance Sheets to be submitted along with the Bid.
- (xxiv) “**Order**” shall have the meaning ascribed to it in Clause I (1).
- (xxv) “**Intending Bidder(s)**” shall have the meaning ascribed to it in Clause IV (4).
- (xxvi) “**Person**” shall mean and include any resident or non-resident, natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, association, government authority.
- (xxvii) “**Prospective Bidder(s)**” shall have the meaning ascribed to it Clause IV (1).
- (xxviii) “**Public Notice**” shall have the meaning ascribed to it in Clause I (3).
- (xxix) “**Purchaser(s)**” shall have the meaning ascribed to it in Clause IV (14).
- (xxx) “**Purchase Price**” shall have the meaning ascribed to it in Clause IV (12).

(xxxix) “**Reserve Price**” shall mean the Reserve Price for the Properties set out in the Information Memorandum.

(xxxix) “**Successful Bidder(s)**” shall have the meaning ascribed to it in Clause IV (12).

(xxxix) “**Tender Document**” shall have the meaning ascribed to it in Clause I (3).

(xxxix) “**Webpage**” shall have the meaning ascribed to it in Clause IV (1).

2. Interpretation

(i) Time is of essence in the performance of the obligations of the Prospective Bidder(s), Intending Bidders, Highest Intending Bidder(s), Successful Bidder(s) and Purchaser(s) and if any time period specified therein is extended, such extended time shall also be of the essence.

(ii) The terms referred to in this Tender Document shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant applicable law.

(iii) Words importing the singular shall include the plural and vice versa.

(iv) Reference to one gender includes reference to the other gender.

(v) All Annexures to this Tender Document shall form an integral part of the Tender Document.

(vi) All references in this Tender Document to statutory provisions shall be construed as meaning and including references to:

(a) any statutory modification, consolidation or re-enactment made after the date of this Tender Document and for the time being in force;

- (b) all statutory instruments or orders made pursuant to a statutory provision; and
- (c) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

III. SUMMARY OF THE TENDER

Sr. No.	Particulars	Details
1.	Type of Bid	Offline Bid in sealed cover followed by an <i>inter se</i> bidding during the Auction.
2.	Auction to be Conducted by	The Official Liquidator, Bombay High Court acting for the Hon'ble Supreme Court in the presence of Designated Supreme Court Appointee.
3.	Auction Provider	MSTC Limited
4.	Name of the Auction Manager	T.R.Chaddha & Co. LLP
5.	Auction Venue	To be intimated to the Intending Bidder(s)
6.	Period for Receiving Bids	September 21 – October 3, 2017
7.	Designated Date of Auction I	October 10, 2017
8.	Designated Date of Auction II	October 11, 2017
9.	Bid Multiplier	As may be determined by the Official Liquidator during the <i>inter se</i> bidding
10.	Reserve Price	As set out in the Information Memorandum
11.	Earnest Money	As set out in the Information Memorandum
12.	Proof of Liquidity	Net Worth Certificate to be submitted with the Auction Bid Form
13.	Declaration	<i>Attached to the Auction Bid Form</i>

IV. TERMS AND CONDITIONS OF THE AUCTION

The sale / lease (as applicable) of Properties under the Auction is on an “**AS IS WHERE IS, WHATEVER THERE IS**” basis and the Auction shall be conducted in a transparent manner through an open competitive inter se bidding on such sale / lease (as applicable) in compliance with the Order dated 25.07.2017 of the Supreme Court at the venue to be intimated (“**Auction Venue**”) on the Designated Date(s) in accordance with the following terms and conditions set out herein–

1. The prospective bidders, intending to purchase the Properties (“**Prospective Bidder(s)**”), shall apply for participation in the Auction through an online registration process on the website www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp (“**Webpage**”) by downloading the KYC Form subject to making a payment of **Rupees Ten Thousand plus taxes (Rs. 10,000/- plus taxes)** into the Designated Bank Account through the Webpage and submitting the KYC Form along with the list of the documents and information required therein with the digital signature on or before 09.09.2017. The Format of the KYC Form is set out in *Annexure III* hereto.

The links provided in the Information Memorandum can be accessed on payment of aforesaid **Rupees Ten Thousand plus taxes (Rs.10,000/-plus taxes)** through the payment gateway on this Webpage while downloading the KYC Form.

2. If the Prospective Bidder(s)/ Intending Bidder(s) / Successful Bidder(s)/ Highest Intending Bidder(s)/ Purchaser(s) has any questions and/or needs assistance, they shall contact the helpdesk at phone nos. 022-22883501 / 22886261 of Auction Provider and phone no :- 022-22671851 of office of the Official Liquidator, Bombay and email at :- queries@olaambyvalleycityauction.com.

3. Eligibility

It is hereby expressly provided that the Prospective Bidder(s) would need to qualify for the Auction in accordance with eligibility criteria set out below–

- (i) The Prospective Bidder(s) shall -

- (a) Be a Person;
 - (b) Be legally competent and authorised to enter into contract as per applicable laws;
 - (c) Be financially sound to submit *bonafide* Bid(s) in the Auction;
 - (d) Upload documentary proof [i.e. the Net Worth Certificate with Balance Sheets for the last Three (3) years] that the Bidder has the liquidity, credit and other financial means / arrangement to meet the Reserve Price/ Bid Value, as applicable.
 - (e) Not be barred by any law from participating in the Auction.
 - (f) In case, bidding as a Consortium, a declaration of the name of the Person(s) authorised to represent the Consortium in the format set out in *Annexure IV*. It is further provided that each member of the Consortium shall provide the documents as listed hereinabove and documents evidencing the Consortium.
 - (g) Disclose if the Prospective Bidder(s) **is / is not** a related party *qua* Sahara Group.
- (ii) The Official Liquidator may also consider a consortium of Persons as a Prospective Bidder in the Auction subject to the following –
- (a) The members of the Consortium are required to independently satisfy the eligibility criteria set for the Prospective Bidder (s) set out in Clause 3(i).
 - (b) Each member of the consortium is/are jointly and severally liable for the acts of other members with respect to the Bid(s).
 - (c) The Consortium describes the relevant terms of the Consortium arrangement in its Bid.
 - (d) There will be no change in the consortium structure of such Prospective Bidder once the Bid(s) are submitted till the date of the sale / lease (as applicable) of the Properties.

(iii) Each member of any Consortium may also submit a separate Bid (s) on its own behalf with the applicable Earnest Money with respect to such Bid.

4. On completion of the verification of the information provided by the Prospective Bidder(s) under the KYC Form, the Official Liquidator shall shortlist and inform the Prospective bidders who have successfully qualified to view the detailed information/title and other documents of the Properties for Auction from 11.09.2017 to 20.09.2017 (“**Intending Bidder(s)**”). Each of the Intending Bidder(s) shall be assigned a User Id and Password and the same shall be communicated to the Intending Bidder(s) directly by the Official Liquidator at the contact details set out in the KYC Form.
5. The title documents, details of Litigations and related documents obtained in respect to Aamby Valley City and any relevant documents in respect to the Properties shall be uploaded on the Webpage and the Intending Bidder(s) can inspect the same by using their designated User Id and Password between from 11.09.2017 to 20.09.2017. Further, the Intending Bidder(s) can physically inspect the Properties between 11.00 am to 4.30 pm on 19.09.2017 and 20.09.2017.

It is hereby expressly provided that the Official Liquidator shall not have any liability and/or responsibility of any nature whatsoever with respect to any interruptions or delay in access to the aforesaid Webpage irrespective of the cause.

6. The Intending Bidder(s) shall inspect the Properties and fully satisfy themselves regarding the title, area, its physical nature, usage of the Properties, condition of the Properties, tenancies / leases / any other third party rights of any nature, encumbrances, Litigations etc. It is hereby expressly provided that the area with respect to the Properties in the title documents shall prevail over what has been presented in this Tender Document and the same has to be inspected and verified by the Intending Bidder(s) before submitting the Auction Bid Form for the Auction. A helpdesk can be accessed on the Webpage for any queries with respect to accessing information uploaded on the Webpage.
7. The Intending Bidder(s) shall submit a duly filled and executed auction bid form in a sealed envelope in the form set out in **Annexure V** hereto along with the declaration in the format set out

in **Annexure VI** hereto to the Office of the Official Liquidator at 5th floor, Bank of India building, M.G. Road, Fort, Mumbai 400023 (“**Auction Bid Form**”). It is hereby provided that the period for submitting the Auction Bid Form shall be from 21.09.2017 to 03.10.2017 between 11.00 AM to 5.00 PM. The Earnest Money shall be deposited into the Designated Bank Account vide RTGS and/or NEFT and the receipt confirming such payment shall be enclosed with the Auction Bid Form and submitted in a separate envelope with the Auction Bid Form. The envelope containing the Auction Bid Form will bear on it a covering letter stating the following (“**Bid(s)**”) –

“I/We _____ [Name of the Bidder], hereby submit my Bid for the Auction ___ which is enclosed in the sealed envelope hereto. Set out below are the technical details of the Bid –

Name of the Bidder	:	
Designated User ID of the Bidder	:	
Properties Intended to be Purchased (Exact Lot No. to be Specified)	:	Auction ___ (Auction I/ II) Lot No (s) ___ (Auction I – Lot 1 Auction II – Lot 1/2/3)

I/We hereby state that we are not a related party qua the Sahara Group.

Or

I/We hereby state that we are a related party qua the Sahara Group and set out below are details of the same –

Yours Faithfully,

[Name of the Bidder]”

8. It is hereby provided that if the Bid and/or the enclosures therein are incomplete in any manner or if any Bid stipulates any subjective/conditional clause, the same shall be rejected at the sole discretion of the Official Liquidator and the Earnest Money with respect to the Bid shall be refunded without any interest and same shall not be questioned and/or disputed by the Intending Bidder(s). Further, the Official Liquidator reserves the right to cancel or reject any Bid(s) by the Intending Bidder(s) without assigning any reason thereof and refund the Earnest Money without any interest with respect to the Bid. It is hereby expressly clarified that the Bid Value shall not be less than the Reserve Price and any Bid with a Bid Value less than the Reserve Price shall stand rejected. On completion of the Auction, the Official Liquidator shall communicate the reasons for the cancellation and/or rejection of the Bid to the Hon'ble Supreme Court.
9. The Intending Bidder(s) acknowledge and declare that they would be participating in the Auction with the following representations and complete knowledge of the facts set out below—
- (i) That the Properties in the Auction are being purchased on an “**AS IS WHERE IS, WHATEVER THERE IS**” basis.
 - (ii) The Auction and the proposed sale / lease (as applicable) of Properties can be stopped, postponed or cancelled by the Official Liquidator at any time. In the event, the Official Liquidator stops, postpones or cancels the Auction, the Prospective Bidder(s) and/or Intending Bidder(s) and/or Highest Intending Bidder(s) and/or the Successful Bidder(s) shall not have any claim, demand and/or actions against the Official Liquidator other than in respect to the refund of the Earnest Money and/or other monies (as may be applicable) deposited till the date of such cancellation or postponement of the Auction. In the event of stoppage, postponement or cancellation of the Auction the Official Liquidator shall communicate the reasons for such stoppage, postponement or cancellation to the Hon'ble Supreme Court.
 - (iii) That the Intending Bidder (s) has provided a full disclosure whether or not it is a related party *qua* the Sahara Group.
 - (iv) The Intending Bidder(s) are bound by the principle of caveat emptor (Buyer Beware) and

that the Intending Bidder(s) have verified and fully satisfied themselves regarding the title, nature, description, physical state, sanctioned usage, conditions, permissions, approvals, restrictions, hindrances, tenancies / leases / any third party rights, encumbrances, Litigations, statutory dues, all applicable legal and statutory consents, no objections and permissions, searches including sub-registrar search, revenue search, forest department search, Ministry of Corporate Affairs search, Municipal Council search etc with respect to the Property (as applicable) prior to participating in the Auction.

- (v) That the Intending Bidder(s) are participating in the Auction with the full knowledge of conditions and/or restriction (if any) applicable in the approved and/or sanctioned plan and/or development and/or draft development plan or town planning scheme affecting the Properties.
- (vi) That the Purchaser(s) shall be responsible for fulfilling all the applicable legal compliances and procedures to purchase/lease and transfer of the Properties and the Approvals to effect the vesting pursuant to the orders of the Hon'ble Supreme Court and to bring its name on legal records.
- (vii) That the description of Properties, Approvals, Litigations and any and all information relating to the Properties in this Tender Document is based on details provided to the Official Liquidator by Aamby Valley Limited and the Official Liquidator shall not be responsible for any variations and/or inconsistencies due to any reasons whatsoever.
- (viii) That the Intending Bidder(s) shall be solely responsible for the cost incurred by the Intending Bidder(s) with respect to Auction including and not restricted to legal costs, diligence costs and other ancillary costs and shall have no claim towards the Official Liquidator with respect to the same.
- (ix) That the Intending Bidder shall not be accompanied by more than one official/associate on the Designated Date during the *inter se* bidding.
- (x) That the Official Liquidator, with the prior approval of the Hon'ble Supreme Court, may add and/or modify and/or delete any of the provisions and/or conditions of this Tender

Document as may be deemed necessary by the Official Liquidator and/or the Hon'ble Supreme Court at its sole discretion and neither the Prospective Bidder(s)and/or Intending Bidder(s) and/or the Highest Intending Bidder(s) and/or Successful Bidder(s) shall have any claim, demand and/or actions against the Official Liquidator a with respect to such approved changes.

10. It is hereby expressly provided that Auction I and Auction II shall be distinct and conducted in the alternate and in the event Auction I is successfully completed, the Official Liquidator shall cancel Auction II and the Earnest Money with respect to Auction II shall be refunded without interest to the Intending Bidder(s) within Fifteen (15) days of such cancellation.

It is hereby expressly provided that the Official Liquidator shall have the right to cancel the auction of any specific lot of Properties under the Auction II during the Auction without assigning any reason whatsoever. On such cancellation of the Auction, the Official Liquidator shall communicate the reasons for such cancellation to the Hon'ble Supreme Court.

11. On the Designated Date(s), the Official Liquidator shall conduct the entire process of the Auction under audio /video recording and shall open the Bid(s) in the presence of the Designated Supreme Court Appointee. Subsequent to the opening of the Bid(s), the Bid(s) shall be reviewed and the Intending Bidder(s) present at the Auction Venue with respect to Auction I shall be given an opportunity to improve their Bid Value by *inter se* bidding which will be supervised by the Official Liquidator in the presence of the Designated Supreme Court Appointee. The same process will be exercised with respect to each lot under Auction II. It is hereby provided that the Intending Bidder(s) shall increase their *inter se* Bid(s)in the multiples as directed by the Official Liquidator at his sole discretion and the Official Liquidator shall confirm the final *inter se*Bid Value (“**Final Bid Value**”) of the Three (3) highest Intending Bidder(s) with respect to the Properties in Auction I or the lots in Auction II as the case may be (“**Highest Intending Bidder(s)**”) and such Highest Intending Bidder(s) shall acknowledge the Final Bid Value in writing in the format set out in *Annexure VII-A or Annexure VII-B*(as may be applicable).
12. The Official Liquidator shall intimate the Highest Intending Bidder(s) by email within Two (2) days of the completion of the Auction. The sale / lease (as applicable) of the Properties shall be declared in favour of Highest Intending Bidder(s) with the highest Final Bid Value (“**Purchase**

Price”) by the Official Liquidator (“**Successful Bidder(s)**”). On the aforesaid declaration of the Successful Bidder by the Official Liquidator, the Official Liquidator shall return the Earnest Money through RTGS or NEFT to the unsuccessful Intending Bidder(s) without interest, other than the Highest Intending Bidder(s), within a period of Fifteen (15) days of such declaration.

13. The Successful Bidder(s) shall pay **Fifty Percent (50%)** of the Purchase Price, after adjusting the Earnest Money already paid, vide RTGS or NEFT in favour of the Designated Bank Account within Thirty (30) days from the date of declaration of the Successful Bidder(s) by the Official Liquidator. Subsequently, the Successful Bidder(s) shall pay at least another **Twenty Five (25%)** of the Purchase Price within Sixty (60) days from the date of declaration of the Successful Bidder(s) by the Official Liquidator and the remaining amount of the Purchase Price within Ninety (90) days from the date of such declaration. The Successful Bidder, shall not claim any set off in lieu of interest, from the Official Liquidator on the deposit of its Earnest Money deposit or installment(s) thereafter, in any manner.

It is hereby expressly provided that if the Successful Bidder(s) does not pay any part of the Purchase Price(s) in accordance with the timelines specified hereinabove, the Earnest Money and any other money paid by the Successful Bidder(s) under the Auction shall stand forfeited and the Successful Bidder(s) shall also forfeit all the claims to the Properties and to any sum that may be realized from the subsequent sale / lease (as applicable) of the Properties. Further, the Official Liquidator shall be at liberty to offer the Properties to the remaining Highest Intending Bidder(s) in a chronological order at their respective Final Bid Value i.e. the Purchase Price(s) and such Highest Intending Bidder(s) shall become the Successful Bidder(s) and shall be so declared by the Official Liquidator and the provisions set out herein with respect to the erstwhile Successful Bidder(s), including the timelines set out under Clause 13 hereinabove with respect to the payment of the Purchase Price(s), shall apply to such new Successful Bidder(s). Further in the event none of the Highest Intending Bidder(s) comply with the terms and conditions of this Tender Document, a re-auction will take place in accordance with the directions of the Hon’ble Supreme Court.

14. On receipt of the complete Purchase Price into the Designated Bank Account, the sale / lease (as applicable) of the Properties to the Successful Bidder(s) (“**Purchaser(s)**”) shall be placed before the Hon’ble Supreme Court for its confirmation by the Official Liquidator. On confirmation of sale / lease (as applicable) by the Hon’ble Supreme Court, Aamby Valley Limited/subsidiaries and

associate companies of Aamby Valley Limited/individual nominees/employees of Aamby Valley Limited and any other person having possession (as may be applicable) shall deliver possession of the Properties to the Purchaser(s) within Fifteen (15) days from the date of such confirmation. In the event the Purchaser(s) fails to take such possession, the Official Liquidator shall not be liable or responsible with respect to the same in any manner whatsoever.

15. On the aforesaid confirmation, the Official Liquidator shall refund to the Highest Intending Bidder(s), other than the Purchaser(s), the Earnest Money through RTGS / NEFT along with interest earned thereon, if any, received from bank from the date of deposit till the date of the refund, within a period of Fifteen (15) days from the date of confirmation of the Hon'ble Supreme Court.
16. The Purchaser(s) shall be responsible for the charges and fees payable under law for the conveyance/lease of the Properties such as stamp duties, additional stamp duties, transfer charges, registration expenses, fees and any payments to be made to the governmental and statutory authorities in respect to the Properties and the Approvals (as applicable) etc. for the transfer of the Properties in the Purchaser's name. However, it is hereby provided that the Purchaser(s) shall not be liable for any outstanding dues such as Income Tax, Sales Tax, Central Excise Duty, Municipal Tax or any other taxes of dues payable by the existing owner(s) of the Properties to any Government, Local or Statutory Authority with respect to the Properties prior to the date of confirmation of the sale / lease (as applicable) by the Hon'ble Supreme Court. Aamby Valley Limited/subsidiaries and associate companies of Aamby Valley Limited/individual nominees/employees of Aamby Valley Limited (as may be applicable) shall enter into the sale deed/leases in favour of the Purchaser(s).
17. The Purchaser(s) shall be solely responsible to prepare all the documentation with respect to the sale deed / lease deed (as applicable) and conveyance of the Properties. It is hereby provided that the Purchaser(s) shall complete the conveyance/ lease of the Properties within Six (6) months from the date of confirmation of the sale / lease (as applicable) of the Properties by the Hon'ble Supreme Court and in accordance with the directions (if any) of the Hon'ble Supreme Court and the title documents with respect to the Properties shall be delivered by the Securities and Exchange Board of India and Aamby Valley Limited (as may be applicable) to the Purchaser.

18. All and any dispute arising out of this Auction shall be subject to the, exclusive jurisdiction of the Hon'ble Supreme Court of India. All conditions of sale / lease (as applicable) shall be governed by the directions of the Hon'ble Supreme Court in connection with the Order and the applicable provisions of law.

19. Vesting

The Approvals in respect to the Properties shall vest in the respective Purchaser(s) as applicable pursuant to the order of the Hon'ble Supreme Court dated **July, 25, 2017**.

Place: Mumbai

Date: 14.08.2017

Sd/-

The Official Liquidator
Bombay High Court

The aforesaid terms and conditions for the Auction have been finalized by the Official Liquidator in consultation with me.

Sd/-

Justice B.N. Agrawal (Retd.)
Former Judge
Supreme Court of India

V. IMPORTANT DATES

Sr.No.	Action	Datelines
1.	<p>Publication of advertisement in Newspapers / Online.</p> <p>The Webpage will also have the following -</p> <p>(a) Information Memorandum setting out the details of the Properties.</p> <p>(b) Terms and conditions for the Auction.</p> <p>(c) Downloadable KYC Form with online payment of Rupees Ten Thousand plus taxes (Rs. 10,000plus taxes).</p>	<p>As per the approval of the Terms and conditions by the Hon'ble Supreme Court.</p> <p>Date – August 14,2017</p>
2.	<p>KYC forms to be submitted by Prospective Bidder(s) alongwith the declarations set out in the KYC form.</p>	<p>August 29 – September 9 , 2017</p>
3.	<p>(i) The Intending Bidder(s) will be informed of their qualification and will be emailed their respective Log In ID and Password enabling the Intending Bidder(s) to review the information made available in respect to the Auction on the Webpage.</p> <p>The title deeds, and related documents, Approvals with respect to Aamby Valley City and any other relevant documents will be made available on the Webpage for the Intending Bidders. The available details of the Litigations will also be uploaded on the Webpage.</p>	<p>September 11, 2017 to September 20,2017</p>

	(ii) The Intending Bidder can also undertake a physical inspection of the Properties.	September 19, 2017 to September 20,2017
4.	(i) Bids will be submitted in physical form in a sealed envelope to the Official Liquidator of the Hon'ble Bombay High Court. (ii) The Intending Bidder shall also deposit Fifteen Percent (15%) of the Reserve Price as Earnest Money vide NEFT / RTGS to the Designated Bank Account and the receipt with respect to the same shall be enclosed with the Auction Bid Form.	September 21, 2017 to October 3, 2017
5.	Auction will be held at the Auction Venue with the Intending Bidder(s) who will then have the right to <i>inter se</i> bidding in respect to their indicated lots of Properties to raise the Bid Value.	Auction I : October 10, 2017 Auction II: October 11, 2017
6.	<ul style="list-style-type: none"> • The Official Liquidator shall intimate the Three (3) Highest Intending Bidders vide Email. • The Earnest Money of the other unsuccessful Intending Bidder(s), other than the Highest Intending Bidder(s), shall be refunded without interest by the Official Liquidator within Fifteen (15) days from the date of publication of the Highest Intending Bidder(s) 	October 17, 2017
7.	The Successful Bidder(s) shall make payment of Fifty Percent (50%) of the Purchase Price (inclusive of the Earnest Money) to the Designated Bank Account.	October 17, 2017 – November 16, 2017

8.	The Successful Bidder(s) shall make further payment of at least Twenty Five Percent (25%) of the Purchase Price to the Designated Bank Account.	November 17, 2017 – December 16, 2017
9.	The Successful Bidder(s) shall make the balance payment of Twenty Five Percent (25%) of the Purchase Price to the Designated Bank Account.	December 17, 2017– January 16, 2018
10.	<ul style="list-style-type: none"> • On receipt of the complete Purchase Price the Supreme Court will confirm the sale / lease (as applicable) in favour of the Purchaser(s) within a reasonable time. • On confirmation of sale/lease (as applicable) by the Hon’ble Supreme Court, Aamby Valley Limited/ Subsidiaries and Associate companies of Aamby Valley Limited/individual nominees/employees of Aamby Valley Limited, and any other person having possession (as may be applicable) shall deliver possession of the Properties to the Purchaser(s) within Fifteen (15) days from the date of such confirmation. In the event the Purchaser(s) fails to take such possession, the Official Liquidator shall not be liable or responsible with respect to the same in any manner whatsoever. • Within Fifteen (15) days from the date of the confirmation of sale / lease (as applicable) by the Hon’ble Supreme Court of India, the Official Liquidator shall refund the Earnest Money of the remaining Highest Intending Bidder(s) with interest earned thereon, if any, received from bank. 	As directed by the Hon’ble Supreme Court

11.	The Purchaser(s) shall be solely responsible to prepare all the documentation with respect to the sale / lease (as applicable) deed and conveyance of the Properties. It is hereby provided that the Purchaser(s) shall complete the conveyance/lease of the Properties within Six (6) months from the date of confirmation of the sale / lease (as applicable) of the Properties by the Hon'ble Supreme Court and in accordance with the directions (if any) of the Hon'ble Supreme Court and the title documents with respect to the Properties shall be delivered by the Securities and Exchange Board of India and Aamby Valley Limited (as may be applicable) to the Purchaser.	Six (6) Months from the Date of Confirmation of the Supreme Court
12.	In the event of failure of the Successful Bidder to make payment of the full Purchase Price, the Official Liquidator shall be at liberty to resell the Properties and complete the entire sale process with the Highest Intending Bidders in a chronological order at their respective Final Bid Value(s) i.e. Purchase Price(s)	Ninety (90) days from the Date of failure of the Successful Bidder to make the payments

Copy of Notice of Auction Published in the Newspaper

**OFFICE OF THE OFFICIAL LIQUIDATOR
BOMBAY HIGH COURT
IN
OLR NO. 97 & 122 OF 2017
IN ACCORDANCE WITH THE DIRECTIONS OF THE HON'BLE SUPREME COURT
IN
CONTEMPT PETITION (CIVIL) NOS. 412 AND 413 OF 2012
IN CIVIL APPEAL NOS.9813 AND 9833 OF 2011
AND CONTEMPT PETITION (CIVIL) NO. 260 OF 2013
IN CIVIL APPEAL NO. 8643 OF 2012
BEFORE THE HON'BLE SUPREME COURT**

**PUBLIC NOTICE FOR AUCTION OF SALE/LEASE OF PROPERTIES OF AAMBY VALLEY CITY,
LONAVALA DISTRICT PUNE, MAHARASHTRA, INDIA**

Pursuant to the Hon'ble Supreme Court's order dated April 27, 2017 passed in Contempt Petition (C) No. 412 & 413/2012 in C.A. No.9813 & 9833 of 2011 read with Contempt Petition (C) No.260/2013 in C.A. No.8643/2012 in the matter of Securities and Exchange Board of India Vs. Sahara India Real Estate Corporation Ltd. & Ors, The Official Liquidator, Bombay High Court (the "Official Liquidator") has been appointed by the Hon'ble Supreme Court of India to sell the properties of Aamby Valley City through an Auction on an "AS IS WHERE IS, WHATEVER THERE IS" basis.

The Official Liquidator hereby invites the Prospective Bidder(s) to submit their KYC Form and on qualification, invites bids from Intending Bidder(s) along with an amount of Fifteen Percent (15%) of the Reserve Price as Earnest Money to be paid through RTGS or NEFT for the sale of the Aamby Valley City through Auction I or Auction II. The Prospective Bidder(s) shall obtain digital signatures from the licensed certifying authorities namely Safe Scrypt, IDRBT, NIC, Tata Consultancy Services, (n) code solutions, emudhra, CDAC, Capricorn and NSDL.

Please refer to the Information Memorandum in respect to the Properties under Auction I and Auction II along with the Reserve Price and Earnest Money with respect to the same which is available at www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp The links provided in the Information Memorandum can be accessed on payment of Rupees Ten Thousand plus taxes (Rs. 10,000/-plus taxes) through the payment gateway on the aforesaid webpage while downloading the KYC Form.

The details of the Properties under Auction for a Reserve Price of Rupees Thirty Seven Thousand Three Hundred and Ninety Two Crores (Rs. 37,392,00,00,000/-) can be accessed on the link above. As an overview, the Properties comprise of

- (i) an Integrated Hill City Township namely "Aamby Valley City Development" the first of its kind Megalopolis, spread over 6761.642 undulating Acres of verdant expanse, is nested amidst picturesque environs of the great Sahyadri Mountain range. The ultra-exclusive chartered city has residential options ranging from the Timber Chalets to fabulously modern and customized Villas in distinct architectural styles and several amenities such as golf course, airport, hospital, adventure sports, retail, entertainment, international school and hospitality;
- (ii) Land admeasuring 1409.865 Acres surrounding Aamby Valley City Development; and
- (iii) Land admeasuring 321.656 Acres within the district of Satara.

Given the quantum of the Properties to be sold, the Properties are being sold under Two (2) distinct phases of the Auction - Auction I and Auction II over a period of Two (2) days as an alternate to the other.

For further details with respect to the Terms and Conditions of the Auction, Information Memorandum and to register as a Prospective Bidder, please visit the webpage www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp The terms and conditions set out therein shall be binding on parties participating in the Auction.

The Properties being auctioned under Auction are being sold/leased along with all the subsisting licenses, consents, permissions, registrations, approvals, grants and pending applications for the same (as applicable) in respect to the Properties pursuant to the vesting order of the Hon'ble Supreme Court of India dated **July 25, 2017**.

Dated this 14th day August, 2017.

Vinod Sharma
Official Liquidator
Bombay High Court
022-22671851

AAMBY VALLEY CITY INFORMATION MEMORANDUM

Under Hon'ble Supreme Court's order dated April 27, 2017 passed in Contempt Petition(C) No.412&413/2012 in C.A.No.9813&9833 of 2011 read with Contempt Petition(C)No.260/2013 in C.A.No.8643/2012, in the matter of Securities and Exchange Board of India Vs. Sahara India Real Estate Corporation Ltd. & Ors, the Official Liquidator, Bombay High Court (the “**Official Liquidator**”) has been appointed by the Hon'ble Supreme Court of India to sell/lease the Properties set out below of the ‘Aamby Valley City’ through an Auction on an “**AS IS WHERE IS, WHATEVER THERE IS**” basis, pursuant to the order dated 25.07.2017 of the Hon'ble Supreme Court (“**Order**”).

DETAILS OF PROPERTIES

The links below can be accessed on payment of **Rupees Ten Thousand plus taxes (Rs. 10,000/- plus taxes)** through the payment gateway on this Webpage while downloading the KYC Form.

1. AUCTION I

Overview

The properties outlined below are being auctioned along with the Approvals and applicable terms and conditions as more particularly set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp. The Reserve Price of the Properties is fixed at Rupees Thirty Seven Thousand Three Hundred and Ninety Two Crores (Rs. 37,392 ,00,00,000/-) by the Hon'ble Supreme Court and the Earnest Money in respect to the same is fixed at Fifteen Percent (15%) of the Reserve Price.

Aamby Valley City Development

- (i) Land admeasuring approximately 6761.642 Acres situated at Lonavala District Pune, Maharashtra, India as specifically set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp
- (ii) The buildings and constructed area as set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp
- (iii) The movables as set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp

Lands Surrounding Aamby Valley City Development

- Land admeasuring 1409.865 Acres situated at Lonavala, District Pune, Maharashtra, India as set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp

Lands at Satara

- Land admeasuring 321.656 Acres within the district of Satara, Maharashtra, India as set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp

2. AUCTION II

Overview

The properties outlined below are being auctioned along with the Approvals and applicable terms and conditions as more particularly set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp

Lot 1

Aamby Valley City Development

- (i) Land admeasuring approximately 6761.642 Acres situated at Lonavala, Pune, District Pune, Maharashtra, India as specifically set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp
- (ii) The buildings and constructed area as set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp
- (iii) The movables as set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp

The Reserve Price of the Properties is fixed at Rupees Thirty Six Thousand Eight Hundred and Seventy Two Point Eight Nine Crores (Rs 36,872, 89,00,000/-) by the Hon'ble Supreme Court and the Earnest Money in respect to the same is fixed at Fifteen Percent (15%) of the Reserve Price.

Lot 2

Lands Surrounding Aamby Valley City Development

- Land admeasuring 1409.865 Acres situated at Lonavla, District Pune, Maharashtra, India as set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp

The Reserve Price of the Properties is fixed at Rupees Four Hundred and Sixty Three Point Two Nine Crores (Rs 463, 29,00,000) by the Hon'ble Supreme Court and the Earnest Money in respect to the same is fixed at Fifteen Percent (15%) of the Reserve Price.

Lot 3

Lands at Satara

- Land admeasuring 321.656 Acres within the district of Satara as set out in www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp.

The Reserve Price of the Properties is fixed at Rupees Fifty Five Point Eight Two Crores (Rs.55,82,00,000) by the Hon'ble Supreme Court and the Earnest Money in respect to the same is fixed at Fifteen Percent (15%) of the Reserve Price.

Any interested party is requested to read the Terms and Conditions for the Auction on the aforesaid Webpage in order to participate in the Auction.

The above properties shall be available for sale / lease (as applicable) through an Auction through submission of a Bid followed by an open physical *inter se* bidding on 10.10.2017 and 11.10.2017 at the office of the Official Liquidator, 5th floor, Bank of India building, M.G. Road, Fort, Mumbai 400023, the details of which have been set out on the webpage www.mstcecommerce.com/auctionhome/officialliquidatorbombay/aambyvalley/index.jsp **and** www.officialliquidatormumbai.com

IMPORTANT

DISCLAIMER

- (i) This document has been prepared for the information of the Prospective / Intending Bidder(s). Though care has been taken to ensure that the information provided is accurate, it is necessary that the Prospective / Intending Bidder(s) independently verify the information contained herein and take necessary specialized advice before submitting the Bid(s).
- (ii) This Information Memorandum has been prepared for the purpose of the Auction of the Properties listed out herein by the Official Liquidator, Bombay High Court pursuant to the directions of the Hon'ble Supreme Court in its Order and the Information Memorandum provides details of the Properties and the Reserve Price (with respect to Immovable Assets and Movable Assets) fixed by the Hon'ble Supreme Court.

- (iii) The Official Liquidator shall have no liability and/or responsibility for the quality, safety or legality or accuracy of the details of the Properties mentioned in this Information Memorandum.
- (iv) The Auction shall be carried out by the Official Liquidator and the Official Liquidator has provided the information in this Information Memorandum as is received by it and does not assume any responsibility of verifying such information and nor does the Official Liquidator make any representation or warranty, express or implied, or accept any responsibility or liability for the accuracy or completeness of this Information Memorandum or any other written or oral information.
- (v) This Information Memorandum is for information purposes only and has no binding force. This Information Memorandum is not intended to form any part of the basis of any investment decision or other evaluation or any decision to participate in the Auction and should not be considered as a recommendation/offer/invitation or solicitation of an offer by the Official Liquidator to any reader of this Information Memorandum. Each reader must make his/ her/ its own independent assessment of the Properties and their respective market value -mentioned herein, in order to determine whether to participate in the Auction.
- (vi) All information contained in this Information Memorandum may be updated, modified or amended at any time.
- (vii) The Official Liquidator does not make any representation or warranty (express or implied) or accept or will accept any responsibility or liability in relation to the accuracy or completeness of the information contained in this Information Memorandum or any other written or oral information made available to any interested party or its advisors. Any responsibility or liability for any reason whatsoever in respect of any such information or any inaccuracy in this Information Memorandum or omission from this Information Memorandum is expressly disclaimed.
- (viii) Neither this document nor anything contained herein shall form a basis of any contract or commitment whatsoever. Further, the Prospective Bidder(s) are advised to carry out their own due diligence, investigation and analysis of any information contained or referred to herein or made available or comes to the knowledge of the Prospective Bidder(s) at any stage in the Auction.

Annexure III
KYC Form

Sr.No.	Particulars	Details of Bidder(s)
1.	Nature of Prospective Bidder	<ul style="list-style-type: none"> • Individual • Proprietorship • Partnership Firm • LLP • Private Company • Public Company • Trust • Association • Government Authority • Consortium • Any other
INDIVIDUALS		
A.	Name of Prospective Bidder	
B.	Nationality	
C.	Residential Address of the Prospective Bidder And Proof of Address For Resident / Non-Resident <ul style="list-style-type: none"> • Passport • Ration Card • Voter ID • Latest Electricity/Telephone Bill • Agreement in respect to Residential Address 	

D.	Contact Details: Mobile Landline Email	
E.	PAN No And Upload Copy of PAN Card <i>[Only applicable with respect to Residents]</i>	
F.	Aadhaar No And Upload Copy of Aadhaar Card	
NON-INDIVIDUALS		
A.	Name of the Prospective Bidder	
B.	Nationality	
C.	Date of Incorporation	
D.	Place of Incorporation	
E.	Registration No.	
F.	Date of Commencement of Business	
G.	PAN No And Upload Copy of PAN <i>[Only applicable with respect to Residents]</i>	
H.	Address And Proof of Address	
I.	Details of Promoters, Directors, Partners, Proprietor DIN Numbers Copy of PAN Copy of Aadhaar	
CONSORTIUM		
A.	Name of the Prospective Bidder	

	[Name of the Consortium]	
B.	Details of the Each Members of the Consortium	
(i)	Name of the Member	
(ii)	Type of the Entity	
(iii)	Date of Incorporation	
(iv)	Date of Commencement of Business	
(v)	Address And Proof of Address	
(vi)	PAN No And Upload Copy of PAN (Only applicable with respect to Residents)	
(vii)	Details of Promoters, Directors, Partners, Proprietor along with DIN Number	
BID DETAILS		
A.	Auction	<p>AUCTION I <input type="checkbox"/></p> <p>AUCTION II <input type="checkbox"/></p> <p>Please tick the applicable box</p>

B.	Properties Intended To Be Purchased <i>Please select applicable Auction and Lots there under</i>	AUCTION II Lots Lot 1 <input type="text"/> Lot 2 <input type="text"/> Lot 3 <input type="text"/>
C.	Enclose Bank Statements /Audited Balance Sheets for the last Three (3) years which indicate that the Prospective Bidder has the liquidity, line of credit and other financial means to meet the Reserve Price. <i>Note: With respect to a Consortium, each Member of the Consortium shall have to file the aforesaid documents.</i>	
D.	Payment Details	Account Name : Account Number : Name of the Bank and Branch: IFSC Code: UTR Number :

DECLARATION

I/We hereby declare that the details furnished above are true and correct and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.

I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the Auction and understood them fully. I/We, hereby unequivocally, irrevocably and unconditionally agree to conform with and to be bound by the said terms and conditions of the Auction and agree to take part in the Auction with this knowledge and express understanding. I/We declare and state that I/we **are/are not** directly or indirectly a related party qua Sahara Group, are not barred by any law to participate in the Auction and meet the eligibility criteria as set out in the Tender Document and undertake to abide by the terms of order(s) dated 25th July, 2017 of Hon'ble Supreme Court in this regard.

Name:

Date:

Format of Authority Letter to be submitted by Authorised Signatory of the Consortium

AUTHORITY LETTER

To,
Official Liquidator,
Bombay High Court

Dear Sir,

This is with respect to the Public Notice dated 14.08.2017 with respect to the Auction of Sale/Lease of Properties of Aamby Valley City.

We. [•] [Consortium Name] (“Consortium”) have read and understood the contents of the Tender Document and hereby confirm that –

We satisfy the eligibility criteria laid out in the Tender Document.

We have agreed that [•] will act as our representative on our behalf and has been duly authorized to submit the Auction Bid Form on behalf of the Consortium and participate in the Auction and the members of the Consortium have annexed their signatures and stamp to this Letter of Authority approving the aforesaid.

Yours faithfully,

Member 1	Member 2
Member 3	Member 4

AUCTION BID FORM

Please read the terms and conditions of the auction set out under the Tender Document prior to the submission of this form

Sr.No.	Particulars	Details of Bidder(s)
1.	Nature of Intending Bidder	<ul style="list-style-type: none"> • Individual • Proprietorship • Partnership Firm • LLP • Private Company • Public Company • Trust • Association • Government Authority • Consortium • Any other
INDIVIDUALS		
A.	Name of Intending Bidder	
B.	Contact Details:	
	Mobile	
	Landline	
	Email	
NON-INDIVIDUALS		
A.	Name of the Intending Bidder	

B.	Nationality	
C.	Contact Details	
	Mobile	
	Landline	
	Email	
CONSORTIUM		
A.	Names of the Intending Bidders	
B.	Nationality	
C.	Contact Details	
	Mobile	
	Landline	
BID DETAILS		
A.	Auction To Be Participated	<p>AUCTION I <input type="checkbox"/></p> <p>AUCTION II <input type="checkbox"/></p> <p><i>Please tick the applicable box</i></p>
B.	Properties Intended To Be Purchased <i>Please select applicable Auction and Lots there under</i>	<p>AUCTION II</p> <p>Lots</p> <p>Lot 1 <input type="checkbox"/></p> <p>Lot 2 <input type="checkbox"/></p> <p>Lot 3 <input type="checkbox"/></p>

C.	Earnest Money Details	Amount : Details Of Payment NEFT Reference Number Bank Date RTGS Reference Number Bank Date
D.	Earnest Money Refund Details	Account Name : Account Number : Name of the Bank and Branch: IFSC Code: UTR Number :
E.	Date of Submission of Bid	
F.	Bid Value	
G.	Net Worth Certificate to be Enclosed	

DECLARATION

I/We hereby declare that the details furnished above are true and correct. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.

I/We, the Intending Bidder/s aforesaid do hereby state that I/We have read the entire terms and conditions of

the Auction and understood them fully. I/We, hereby unequivocally, irrevocably and unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Auction on this express understanding.

Name:

Date:

Enclosed:

- (i) Proof of payment of the Earnest Money
- (ii) Net Worth Certificate
- (iii) Declaration by Bidder

Notes:

The Auction Bid Form will be submitted alongwith the Declaration by Bidders (as set out in **Annexure VI** hereto) and the proof of payment of the Earnest Money in a sealed envelope to the office of the Official Liquidator which will be opened during the Auction. The aforesaid envelope will bear the following details–

“I/We _____ [Name of the Bidder], hereby submit my Bid for the Aamby Valley City Auction which is enclosed in the sealed envelope hereto. Set out below are the technical details of the Bid –

Name of the Bidder :

Designated User ID of the Bidder :

Properties Intended to be Purchased :
(Exact Lot No. to be specified)

I/We hereby state that we are not a Related Party qua the Sahara Group.

Or

I/We hereby state that we are a Related Party qua the Sahara Group and set out below are details of the same

—

Yours Faithfully,

[Name of the Bidder]”

Annexure VI
Declaration By Bidders

Date:

Official Liquidator
High Court, Bombay
5th floor
Bank of India Building
M.G. Road, Fort
Mumbai- 400 023

Sir,

I/We, the Bidder/s aforesaid, do hereby state and declare that, I/We have read the entire terms and conditions of the Auction and understood them fully. I/We, hereby unequivocally, irrevocably and unconditionally agree to conform with and to be bound by the said terms and conditions and on this express understanding, agree to take part in the Auction. I/We declare and agree that I/we **are/ are not** directly or indirectly a related party qua Sahara Group and abides by the terms of order dated April 27, 2017 of Hon'ble Supreme Court and any other order(s) in this regard. I/We declare that I / We qualify under the eligibility criteria as set out in the Tender Document. Further, the Official Liquidator/the Hon'ble Supreme Court of India is entitled to cancel our "Bid" without notice to me/us. I/We declare that the Earnest Money and other deposit towards Purchase Price were made by me/us as against my/our Bid and that the particulars of the payment of the Earnest Money given by me/us in the Auction Bid Form are true and correct. I/We further declare that the information revealed by me/us in the Auction Bid Form is true and correct. I/We understand and agree that if any of the statement/information furnished by me/us is found to be incorrect and/or untrue, the Bid submitted by me/us is liable to be cancelled and in such case, the Earnest Money paid by me/us is liable to be forfeited. I/We also agree that after my/our offer given in my/our Bid for purchase of the Properties is accepted by the Official Liquidator and if, I/We fail to accept or act upon the terms and conditions of the sale / lease (as applicable) or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all the terms and conditions of the Bid, the Earnest Money and any other monies paid by me/us along with the Bid and thereafter, are liable to be forfeited, without notice to me/us. I/We understand that in the event that the Successful Bidder fails to comply with the terms and conditions of the Auction set out in the Tender

Document, and I/We being amongst Highest Intending Bidder and in the event the Official Liquidator offers the Properties to me/us at the Final Bid Value then I/We are unconditionally bound to comply with the terms and conditions of Auction set out in the Tender. And in the event of me/us failing to comply with the same, I/We agree that the Official Liquidator/ the Hon'ble Supreme Court of India is entitled to forfeit the Earnest Money and any other monies deposited, without notice to me/us. And the Official Liquidator/ the Hon'ble Supreme Court of India shall have the right to proceed against me/us for specific performance of contract. I/We state that I/We have fully understood the terms and conditions therein and agree to be, unconditionally and irrevocably, bound by the same.

The decision taken by the Official Liquidator in consultation and approval of the Hon'ble Supreme Court of India in all respects shall be binding on me/us. I also undertake to abide by the additional conditions if announced during the Auction or any time thereafter including the announcement of correcting and/or additions or deletions.

Signature:

Name:

Address:

Annexure VII - A

Acknowledgement of the Highest Intending Bidders (Auction I)

We, the Highest Intending Bidders hereby affirm and acknowledge that the Final Bid Values set out below against our name is our Final Bid towards the Properties under Auction I as set out below and hereby agree to be bound by the terms and conditions, with amendments if any, of the Tender Document with respect to such Final Bid Value.

AUCTION I

Sr No	Name of Highest Intending Bidders	User Id	Final Bid Value	Signature Of The Authorised Signatory

Acknowledgement of the Highest Intending Bidders (Auction II)

We, the Highest Intending Bidders hereby affirm and acknowledge that the Final Bid Values set out below against our name is our Final Bid towards the Properties under Auction II as set out below and hereby agree to be bound by the terms and conditions, with amendments if any, of the Tender Document with respect to such Final Bid Value.

AUCTION II

Properties - Lot 1

Sr No	Name of Highest Intending Bidders	User Id	Final Bid Value	Signature Of The Authorised Signatory

Properties - Lot 2

Sr No	Name of Highest Intending Bidders	User Id	Final Bid Value	Signature Of The Authorised Signatory

Properties - Lot 3

Sr No	Name of Highest Intending Bidders	User Id	Final Bid Value	Signature Of The Authorised Signatory