

## **DECLARATION BY THE BIDDER/S**

Date:

Place:

To,

The Authorised Officer/Secured Creditor  
STCI Finance Ltd.,

**Having registered office at;**

A/B1 801, A Wing, 8<sup>th</sup> Floor, Marathon Innova,  
Marathon Nextgen Compound,  
Off Ganpatrao Kadam Marg,  
Lower Parel (West), Mumbai – 400013

Email: [eauction@stcionline.com](mailto:eauction@stcionline.com)

Telephone: 91-022 61425100

Dear Sir/Madam,

1. I/We, the Bidder/s aforesaid do hereby state that, I/we have carefully read the entire Terms and Conditions for Sale of Secured Assets under the SARFAESI Act, 2002 (**Sale Terms & Conditions**) and understood them fully and unconditionally accept it. I/We, hereby unconditionally agree to confirm with and to be bound by the said Sale Terms & Conditions and agree to take part in the e-auction.
2. I/We declare that the EMD has been paid by me/us against my/our bid/s as per the Public Notice Cum E-Auction Notice for Sale of Immovable Property dated 31/03/2022 (**e-auction sale notice**) and the Sale Terms & Conditions and the particulars of remittance given by me/us in the Bid Application Form is true and correct.
3. I/We also declare that in the event of me/us being declared as a Successful Bidder/s by the Authorised Officer/Secured Creditor, the deposit towards purchase price and the balance purchase price will be paid by me/us against my/our bid as per the e-auction sale notice and Sale Terms & Conditions.
4. I/We further declare that the information/statement given by me/us in the Bid Application Form is true and correct. I/We understand and agree that if any of the information/statement given by me/us is

found to be incorrect and/or false, the Bid Application Form and the bid submitted by me/us is liable to be cancelled. In such a case, the Authorised Officer/Secured Creditor is at liberty to cancel the Bid Application Form, forfeit the amount paid by me/us and annul the offer, if any, made by me/us at any point of time.

5. I/We declare that I/we have inspected the Immovable Property/Secured Asset on **“AS IS WHERE IS” “AS IS WHAT IS” AND “WHATEVER THERE IS” BASIS WITHOUT RECOURSE TO THE AUTHORISED OFFICER/STCI.**
6. I/We further agree and undertake not to question/challenge/object to the reserve price as may be fixed for the purpose of bidding by the Authorised Officer/Secured Creditor.
7. I/We understand that in the event of me/us being declared as a Successful Bidder/s by the Authorised Officer/Secured Creditor in his/her sole discretion, I/we are unconditionally bound to comply with the Sale Terms & Conditions. I/We also agree that if my/our bid/s for purchase of the Immovable Property/Secured Asset is accepted by the Authorised Officer/Secured Creditor and thereafter if I/we fail to act upon the Sale Terms & Conditions 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 of the Sale Terms & Conditions, then in such a case, the Authorised Officer/Secured Creditor is at liberty to cancel the Bid Application Form, forfeit the amount paid by me/us and annul the offer submitted by me/us at any point of time.
8. I/We also agree that in the eventuality of forfeiture of my/our amount by the Authorised Officer/Secured Creditor, I/we shall neither have any claim on the Immovable Property/Secured Asset nor any part of the sum for which it may be subsequently sold nor any claim against the Authorised Officer/Secured Creditor.
9. I/We also agree that the decision taken by the Authorised Officer/Secured Creditor in all respects shall be binding on me/us.
10. I/We also undertake to abide by the amendments/modifications /deletions to any of the Sale Terms & Conditions as may be deemed necessary by the Authorised Officer/Secured Creditor.
11. I/We also confirm that we have taken training on the online bidding/auction and confirm that we are fully conversant with the

functionality and process.

12. I/We confirm that the Authorised Officer/Secured Creditor and Service Provider i.e. M/s e-Procurement Technologies Ltd., shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the e-auction portal due to loss of internet connectivity, electricity failure, virus attack, problems with the PC or any other unforeseen circumstances etc. before or during the e-auction.
13. I/We hereby undertake and assure that I/we shall not indulge in any anti-competitive, cartelling and/or collusive activities with fellow bidder/s in an attempt to suppress the bid/s and I/we have not done and/or will not do any act, deed or thing which could be regarded as anti-competitive.
14. I/We, hereby confirm that I/we will honour the bid/s placed by me/us during the e-auction process.
15. I/We hereby declare that the amount tendered/paid by me/us towards the Earnest Money Deposit (**EMD**) and/or the amounts that will be tendered/paid by me/us or caused to be tendered/paid on my/our behalf and/or by my/our assignee(s)/nominee(s) in future towards sale consideration (in the event my/our offer is accepted by the Authorised Officer/Secured Creditor), is/shall be generated through legitimate sources and does/shall not include directly or indirectly any proceeds derived/arising out of any scheduled offence committed/abetted by me/us and/or is not designed/ intended for the purpose of contravention or evasion under the Prevention of Money Laundering Act, 2002, the Rules framed thereunder and guidelines issued by the National Housing Bank (NHB) on Anti Money Laundering, or under any other law for the time being in force.
16. I/We am/are aware that in the event the Authorised Officer/Secured Creditor perceives, construes or has reason to believe that any one or more transactions/payments made by me/us or by my/our assignees/nominees as dubious, suspicious or undesirable (which reasoning shall be final and binding upon the bidder(s)/offerer(s) /purchaser(s) and/or his/her/their/its assignee(s)/nominee(s) and shall not be open to challenge), the Authorised Officer/Secured Creditor reserves the right to unilaterally withdraw, cancel and/or annul the sale transaction without assigning any reasons and inform/intimate such law enforcement agencies as it may be deem

fit and proper for investigation.

17. I/We hereby confirm that the entire/part of the sale consideration/sale price tendered rightfully belongs to me/us and has been paid by me/us and/or Pay Orders, Demand Drafts, Instruments purchased or issued from my/our account maintained with banks.
18. I/We also understand that the Authorised Officer/Secured Creditor is not liable to pay any interest on the amount paid by me/us, in case of any delay in the e-auction process, issue of confirmation of sale/Sale Certificate and/or handing over possession of the Immovable Property/Secured Asset sold under e-auction by virtue of any court order received after e-auction is held or even otherwise under any circumstances whatsoever.
19. I/We am/are not disqualified in any manner and have full authority to submit bids/offers and enter into binding obligations and I/we am/are not under any disability, restriction or prohibition that shall prevent me/us from performing or observing any of my/our obligations under the auction sale.
20. I /We am/are satisfied with the procedure followed and compliances done by the Authorised Officer/Secured Creditor under the SARFAESI Act, 2002 and the Rules framed thereunder and I/we have independently ascertained that no irregularity exists or has been committed by the Authorised Officer/Secured Creditor while exercising powers thereunder. If sale is vitiated on account of any one or more irregularities in the procedure, I/we shall not hold the Authorised Officer/Secured Creditor responsible in any manner for having exercised powers under the SARFAESI Act, 2002 in good faith. I/We hereby unconditionally agree and undertake to abide by and/or comply with order(s)/direction(s), if any, passed or that may eventually/ultimately be passed in any suit, application, proceeding, litigation by a court, tribunal, forum or any other authority touching or concerning the Immovable Property/Secured Asset in question.
21. I/We am/are aware of the inherent risks of purchasing Immovable Property/Secured Assets at an auction sale. I/We confirm that I/we have been given/afforded an opportunity to ask questions and satisfy myself/ourselves before signing/submitting the Bid Application Form, Declaration, Sale Terms and Conditions, Affidavit, Power of Attorney, Undertakings etc. I/We also confirm having perused/scrutinized/inspected or caused to have perused/

scrutinized/inspected all the documents pertaining to the Immovable Property/Secured Asset in question available with the Authorised Officer/Secured Creditor before submitting the Bid Application Form. I/We also confirm having physically inspected the Immovable Property/Secured Asset in question and made necessary enquiries with the Society/Condominium/Association/Company/Builder/Local Authority/Statutory Corporation/Registration Office, etc. I/We also confirm having apprised myself/ourselves as regards the nature of proceedings/suits pending before the court/tribunal/authority wherever applicable, prior to submitting the Bid Application Form.

22. Notwithstanding the above and despite having been informed about the potential risks/hazards of purchasing an Immovable Property/Secured Asset in an auction sale by the Authorised Officer/Secured Creditor, I/we shall not hold the Authorised Officer/Secured Creditor responsible for any consequences arising out of accidental, honest and unintentional non-disclosure/erroneous disclosures or omissions of material facts. I/We exonerate the Authorised Officer/Secured Creditor from accidental, honest and unintentional non-disclosure/erroneous disclosures or omissions of material facts.
23. I/We hereby certify that all averments and submissions made under the bid/offer are true and correct and I/we am/are aware that making false statement is/will be a material breach of the contract.

Thanking you,

Signature  
Name of Bidder  
Authorised Representative (if any)  
Designation (if applicable)  
E-Mail ID  
Mobile  
Address