



**Sale of Property under SARFAESI
In respect of
Germane Teknologies (India) Pvt. Ltd.**

Tender Document
And Terms & Conditions



India SME Asset Reconstruction Company Limited

(CIN: U67190MH2008PLC181062)

Registered Office: 1004, 10th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

Phone: +91 22 26752696, Fax: +91 22 26752699

Email: isarc@isarc.in, Website: www.isarc.in

REFER ADVERTISEMENT ISSUED ON 07.07.2016 BUSINESS STANDADARD (ENGLISH) AND (HINDI) AND HOSTED ON THE WEBSITE OF INDIA SME ASSET RECONSTRUCTION COMPANY LIMITED IN RESPECT OF DISPOSAL OF SECURED IMMOVABLE PROPERTY / ASSET IN THE ACCOUNT OF GERMANE TEKNOLOGIES(India) PVT LTD

Tender-cum-auction Document

IN RESPECT OF IMMOVABLE PROPERTY / ASSETS IN THE ACCOUNT OF GERMANE TEKNOLOGIES(India) PVT LTD

SUBMISSION OF TENDER

Date of release of advertisement	:	07.07.2016
Last date/time for submission of TENDERS	:	August 11, 2016 up to 5.00 p.m.
Date of opening of TENDERS	:	August 12,2016
Time of opening of TENDERS	:	2.00 pm
Venue for opening of TENDERS	:	"India SME Asset Reconstruction Company Limited (ISARC)" at 1004, 10th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051"
Contact details of officials	:	Shri. Pankaj Agnihotri Ph.No. 022-26752616 Shri. Yogesh Nerkar Ph.No. 022-26752619 Shri.Chirag Lokhande Ph.No. 022-26752697

This Tender-cum-auction Document consists of the following:

- A. Official copy of the advertisement
- B. Terms and conditions
- C. Miscellaneous Terms & Conditions
- D. Tender Form
- E. Deed of Indemnity



India SME Asset Reconstruction Company Limited

(CIN: U67190MH2008PLC181062)

Registered Office: 1004, 10th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051.

Phone: +91 22 26752697, Fax: +91 22 26752699

Email: isarc@isarc.in, Website: www.isarc.in

Acting in its capacity as Trustee of ISARC-FA-41-1/2011-12 Trust setup in respect of financial assets pertaining to **Germane Teknologies (India) Pvt. Ltd.**

SALE NOTICE

Notice is hereby given to the effect that the secured asset described herein, taken possession under the provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (SARFAESI) and read with 8 & 9 Security Interest (Enforcement) Rules 2002, shall be sold by inviting tenders:

Name of the Borrower	Germane Teknologies (India) Pvt. Ltd.
Details of the secured assets	All the immovable property situated at Plot No 48/1/10 & 11 measuring 1300.62 sq.mtr at UPSIDC Site IV, Sahibabad, and District. Ghaziabad, Uttar Pradesh owned by Germane Teknologies (India) Pvt. Ltd along with superstructure.
Reserve Price & EMD Amt.	Reserve Price: Rs 180 lakh; EMD: Rs 18 Lakh
Date and Time of Inspection at site	12 th to 14 th July 2016 from 11.00 AM to 4.00 PM.
Last date, Time and Place for submission of offer	Till August 11, 2016 up to 5.00 p.m. at the office of "India SME Asset Reconstruction Company Limited (ISARC)" at 1004, 10 th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051"
Date, Time & place of auction	August 12, 2016 at 2.00 pm at the office of "India SME Asset Reconstruction Company Limited (ISARC)" at 1004, 10 th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051"
Tender Forms:-	Tender Form, Offer Letter and <u>other detailed Terms and Conditions</u> can be downloaded from www.isarc.in or collected , from the office of "India SME Asset Reconstruction Company Limited (ISARC)" at 1004, 10 th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051" from 10 AM to 5 PM. Mobile No.:09773758208
Details of the dealing officials	Shri. Pankaj Agnihotri Ph.No. 022-26752616 Shri. Yogesh Nerkar Ph.No. 022-26752619 Shri.Chirag Lokhande Ph.No. 022-26752697

Date: 07.07.2016

Place: Mumbai

Sd/-

Authorized Officer,

India SME Asset Reconstruction Company Ltd

(B) Terms and conditions of Sale

1	Bids invited for property	The intending bidder may make an offer for Property as specifically mentioned in the sale notice.
2	Reserve Price	Rs. 180 lakh (Rupees One crore and Eighty lakh only)
3	Basis	As is where is and what is there is and non recourse basis.
4	Last date for submission of tenders	August 11 2016 up to 5.00 p.m.
5	How to submit the tenders	<p>Interested bidders may participate in auction by sending / submitting their bid for purchasing the said property in a different sealed cover super scribed as “Offer for purchase of Immovable Assets of Germane Teknologies (India) Pvt. Ltd.”</p> <p>The envelopes should be submitted to “India SME Asset Reconstruction Company Limited (ISARC)” at 1004, 10th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051” Mobile No.:09773758208 up to 05:00 PM on any working day on or before the last date of submission of tenders as mentioned herein above.</p>
6	Earnest Money Deposit (EMD)	<p><u>Rs. 18 lakh only (Rupees Eighteen Lakh Only)</u></p> <p>Tenders not accompanied by the EMD shall be treated as invalid.</p> <p>No interest shall be payable by the ISARC on the EMD amount.</p>
7	Mode of payment of EMD	By way of DD/Pay Order drawn in favor of “ ISARC- FA 41-I/2011-12 Trust ”, payable at Mumbai. (Photocopies shall not be accepted)
8	Refund of EMD	Normally within 7 working days of opening of tenders. The tenderers will not be entitled to claim any interest if the refund of EMD is delayed for any reason whatsoever.
9	Adjustment of EMD	The successful bidder shall pay Initial Deposit being 25% of the offer amount immediately on sale confirmation in his favor after adjusting EMD as part payment and the balance amount within –15- days without giving any further notice by ISARC. Amount of EMD and/or Initial Deposit as above shall be forfeited on failure to pay the amount as mentioned above. In case of default, the secured assets shall be resold and the defaulting purchaser shall not have any claim.
10	Forfeiture of EMD	For bidders not complying with the terms and conditions specified in the Tender-cum-auction Documents, the EMD amount shall be forfeited.
11	Rejection of tenders/Bids	Tenders not received in the prescribed tender form or incomplete in any respect or unsigned or not accompanied by DD/PO for the requisite EMD are liable to be summarily

		rejected at the sole discretion of ISARC.								
12	Type of offer and manner of payment	<ul style="list-style-type: none">The purchaser shall immediately on sale confirmation pay a deposit of 25%, by way of a Demand Draft/Pay Order, of the amount of sale price to the authorized officer conducting the sale.The balance amount of the purchase price payable shall be paid by the purchaser to the authorized officer within 15 days without giving any further notice by ISARC.In default of the payment within the period mentioned above, the deposit shall be forfeited and the property be resold and the defaulting purchaser shall have no claim to the property or to any part of the sum for which it may be subsequently sold.Except the payment towards EMD, balance payment can be made through RTGS, the details of accounts are as under : <table><tr><td>Name of the Account</td><td>ISARC- FA 41-I/2011-12 Trust</td></tr><tr><td>Account No</td><td>0018102000019415</td></tr><tr><td>Name of the Bank and Branch</td><td>IDBI Bank Ltd, Chembur Branch, Mumbai</td></tr><tr><td>IFSC Code</td><td>IBKL0000018</td></tr></table>	Name of the Account	ISARC- FA 41-I/2011-12 Trust	Account No	0018102000019415	Name of the Bank and Branch	IDBI Bank Ltd, Chembur Branch, Mumbai	IFSC Code	IBKL0000018
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Account No	0018102000019415									
Name of the Bank and Branch	IDBI Bank Ltd, Chembur Branch, Mumbai									
IFSC Code	IBKL0000018									
13	Presence of bidders	Bidders or their authorized representatives will be allowed to remain present at the time of opening of tenders subject to submitting authority letters.								
14	Selection of best offer	Shall be decided by AO/ Asset Disposal Committee (ADC) of ISARC.								

15	Liability of the purchaser, if any.	<ul style="list-style-type: none">All charges for conveyance, stamp duty, transfer fee (premium fee) and registration charges/expenses etc., as applicable shall be borne by the successful bidder only.ISARC does not undertake any responsibility to procure any permission/ license etc. in respect of the property/assets offered for sale or for settlement of any dues whatsoever in respect of the said property/assets.All statutory/ non statutory dues, taxes, rates, charges and fees owing to anyone, if any, shall be the responsibility of the prospective buyer.
16	Negotiation with bidders for improvement in offer	ISARC reserves its right and shall have discretion to negotiate with the bidders after opening of tenders and to allow inter se bidding after getting the bids for improvement in the offer and to accept or to reject any or all offers without assigning any reasons whatsoever.
17	Disputes/tender/auction	In case of disputes in tender/auction, the decision of AO of ISARC shall be final and binding on all.

18	Inspection of assets	<p>The interested parties are advised to submit their tenders after inspection of assets. The inspection of assets would be arranged by “Bretton Woods Finlease Ltd (BWFL)” at 1681/36, H. S Nalwa Street, Karol Bagh, New Delhi-110005” Mobile No.:09811414181.with prior appointment on the following dates:</p> <p>Dates: 12th July to 14th July 2016. Time: Between 11.00 AM to 4.00 PM.</p> <p>The cost for inspection of property/assets will have to be borne by the prospective tenderers. Please contact the aforementioned office of BWFL for details.</p>
19	Miscellaneous	<p>Tenders with conditional offer will be treated as invalid. Correspondence about any change / modification in the offer after submission of tender will not be entertained.</p> <p>If any tenderer wishes to give a fresh offer for a unit before the last date prescribed for submission of the tender in the concerned advertisement, he may file a fresh tender with appropriate Earnest Money Deposit.</p> <p>The purchaser will not manufacture at the site after acquisition any of the hazardous/prohibited items as specified by the Government from time to time.</p>

(C) Miscellaneous Terms and conditions of auction

1. The property/ies shall be sold in "AS IS WHERE IS AND WHATEVER THERE IS BASIS" condition, including encumbrances, if any.
2. After opening of the tenders, the bidders shall be given an opportunity to improve their offer by inter se bidding at the discretion and decision of the authorized officer. Sale shall be confirmed in favour of the successful bidder subject to confirmation of the same by the authorized officer of the secured creditor.
3. The interested purchaser(s) shall themselves satisfy about the right and title of the property (ies) from the concerned authorities and no claim shall be entertained by the Authorized officer/ISARC in this regard after the auction.
4. All payments shall be made by Demand Draft drawn in favour of **"ISARC- FA-41- 1/2011 – 12 Trust," payable at Mumbai.**
5. Authorized Officer reserves the right to postpone/ cancel or vary the terms and conditions of auction without assigning any reason thereof.
6. The intending bidder may please see details of the terms and conditions mentioned in the tender document available on ISARC's web site: www.isarc.in. The same is also available at office of ISARC at BKC, Mumbai & office of BWFL at New Delhi.
7. No Offers below reserve price shall be entertained.
8. The auction will be conducted under the supervision of the Authorized Officer/Asset Disposal Committee of the ISARC.
9. ISARC would first go for the tender process and thereafter, if decided by AO/Asset Disposal Committee of ISARC, the inter se bidding/auction would be held. If the results of the tender are satisfactory, inter se bidding/auction process would not be held.
10. The bid can be submitted in the auction either by the prospective buyer himself in the appropriate tender form as enclosed in the Tender document or by the representative of the purchaser duly authorized along with proper authority letter and acceptable KYC documents.

For further details please contact on Phone No. 022-26752697 during office hours between 10 am and 5 pm on all working days.

(D) TENDER FORM

To,

The Authorized Officer
India SME Asset Reconstruction Company Ltd (ISARC)
1004, 10th Floor, Naman Centre, Plot No. C-31, G- Block, Bandra-Kurla Complex
Bandra East, Mumbai - 400051

REFER ADVERTISEMENT ISSUED ON 07.07.2016 BUSINESS STANDARAD (ENGLISH), AND (HINDI) AND HOSTED ON THE WEBSITE OF INDIA SME ASSET RECONSTRUCTION COMPANY LIMITED IN RESPECT OF DISPOSAL OF SECURED IMMOVABLE PROPERTY / ASSET IN THE ACCOUNT OF GERMANE TEKNOLOGIES (INDIA) PVT. LTD.

Tender-cum-auction Document

**IN RESPECT OF IMMOVABLE PROPERTY / ASSET IN THE ACCOUNT OF
GERMANE TEKNOLOGIES (INDIA) PVT. LTD**

I/We, the tenderer/s, do hereby state that, I/we have read the Tender-cum-auction Document and the terms and conditions of tender and the above advertisement and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said conditions. My/Our offer for purchase of the assets as appearing in the Tender-cum-auction Document is as under:

1	Name of the Tenderer (in case of company/firm, also give names of key Directors / partners/phone numbers)	
2	Address of the Tenderer / Offerer alongwith the address proof : <div style="text-align: right;">Office Residence</div>	
3	Identification Proof enclosed (self attested)	PAN Card / Passport / Voter ID Card/ Driving License etc.
4	Details of the Bid Offer	
5	Details of EMD	Draft No. Dated Drawn on Payable at

- I/We further declare that I/We intend to purchase the above referred assets from the ISARC for our own use / business and that the information revealed by me/us in this **Tender Form** is true and correct to the best of my/our knowledge and belief.
- I/We agree if any of the statement / information revealed by me/us is found incorrect, my/our tender is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the ISARC and the ISARC is at liberty to annul the offer made to me/us at any point of time.
- I/We agree, in the event of acquisition of the site and assets, not to engage in any activity of hazardous / prohibited items as specified by Government of India from time to time.

- I/We also agree that after my/our offer given in my/our tender for purchase of a unit is accepted by the ISARC if I/We fail to accept the terms and conditions of the offer letter or am/are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and / or fail to fulfill any/all the terms and conditions of the tender and offer letter, the Earnest Money Deposit by me/us along with the tender is liable to be forfeited by the ISARC and the ISARC has a right to proceed against me / us for specific performance of the contract.
- I/We will not claim any interest till three months from the date of submission of offer.

Yours faithfully,

**Signature of the tenderer
Authorised Signatory**

(M/s. _____)

[Rubber stamp of the company/firm]

Enclosures : (i) DD/Pay Order No. _____ Dated: _____
Drawn On Bank _____ Payable at _____

(ii) Address Proof : _____

(iii) A copy of the tender-cum-auction document duly signed by the tenderer on every page.

Name of the tenderer _____

Address	Office: _____	Residence: _____

Contact details

Tel. Office _____ Mobile No. _____
Residence _____ e-mail id : _____

DEED OF INDEMNITY-

(Stamp duty for deed of Indemnity shall vary state wise)

(This forms part of the terms and conditions of invitations and sale)

This DEED OF INDEMNITY executed at on this day of By:
----- and ----- (Hereinafter referred to as "the
Purchaser", which expression shall include its successors and assigns).
In favour of:

The ISARC, is a Company incorporated under the Companies Act,1956 and Registered as Securitization and Asset Reconstruction Company pursuant to Section 3 of SARFAESI and having its registered office at MSME Development Center, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051 which is hereinafter referred to as the "ISARC" which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and assigns and whether acting as such in respect of financial assets pertaining to **Germane Teknologies (India) Pvt. Ltd. (Borrower)**)

- A. Whereas ISARC, has pursuant to the measures taken under Section 13 (4) of the Securitization Act taken possession of the immovable & movable assets of the Borrower being **Germane Teknologies (India) Pvt. Ltd..**
- B. Whereas the Authorised Officer confirmed offer on behalf of ISARC in favor of _____ and subject to terms and condition contained in the Sale Certificate.
- C. Whereas as covenants of the documents of terms and conditions of sale ("DTCS") and 'sale certificate' state that "The adjudication of stamp duty, payment of stamp duty, registration charges, (as applicable), unrecovered transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the aforesaid assets shall be borne by the Purchaser. Non-payment of stamp duty under prevailing laws, rules, and regulations notifications shall entail ISARC to take such steps to repossess the secured assets and put up the same for sale under applicable law.
- D. Whereas the DTCS and sale certificate further state that "the said assets are being sold on "as is where is & as is what is" basis. Further, ISARC does not accept / undertaken any responsibility for, nor shall the sale precedes be subject to any pending / outstanding statutory dues and any other dues such as water / electricity / services charges, transfer fees, dues of the Municipal Corporation / local authority dues, tax or any other duties, levies by whatever name it is called including interest, etc if any. The Secured Assets are being sold with all known and unknown encumbrances. Further, all liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, in respect of the Secured Assets and if payable in law/ attachable to the Secured Assets / sale proceeds by reason of the proposed sale of the Secured Assets, shall be the sole responsibility and to the account of the Purchaser. In pursuance thereof, the Purchaser indemnifies ISARC to save harmless ISARC from any and all liability incurred by ISARC on account of any suits, claims, (including any expenses incurred by ISARC for the enforcements of this indemnity) which ISARC shall suffer as a result of any failure on the part of the Purchaser to meet and clear any pending / outstanding statutory dues and any other dues such as water / electricity / service charges, transfer fees, dues of the Municipal Corporation / local authority dues, tax pr any other dues or any other duties, levies by whatever name it is called including interest, etc of any and dues or any claim made by any person in respect of such liabilities, encumbrances and dues".

ISARC has accepted the offer upon execution of the following indemnity.
NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the movable & immovable properties, the Purchaser viz _____ and their successors, nominees, heirs as stated above hereby unconditionally, absolutely and irrevocably agree to indemnify and keep ISARC indemnified and save harmless, against any and all losses, damages, liabilities. Suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by ISARC for the enforcement of this indemnity), which ISARC shall suffer as a result of any failure on the part of the Purchaser to meet and clear any such liabilities, encumbrances and dues as mentioned in the recital's above more specifically C, D, or any claim made by any person, entity, firm. In respect of such liabilities, encumbrances and dues as mentioned above.

And it is declared that this indemnity is without prejudice to and is in addition to any other rights of ISARC.

IN WITNESS whereof the Purchaser has put their hands the day and year first hereinabove written.

Signed and delivered by:
Purchaser
Address:

Place:
Date: