



**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 21.05.2016 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	:	21.05.2016
Last date/time for submission of TENDERS	:	June 27, 2016 up to 5.00 p.m.
Date of opening of TENDERS	:	June 28,2016
Time of opening of TENDERS	:	2.00 pm
Venue for opening of TENDERS	:	“Bretton Woods Finlease Ltd (BWFL)” at 1681/36, H. S Nalwa Street, Karol Bagh, New Delhi-110005”
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 Shri Bhatia Mob No.09811303913

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



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	1 st to 3 rd June 2016 from 11.00 AM to 4.00 PM
Last date, Time and Place for submission of offer	Till June 27, 2016 up to 5.00 p.m. at the office of " Bretton Woods Finlease Ltd (BWFL) " at 1681/36, H. S Nalwa Street, Karol Bagh, New Delhi-110005 ".
Date, Time & place of auction	June 28, 2016 at 2.00 pm at the office of " Bretton Woods Finlease Ltd (BWFL) " at 1681/36, H. S Nalwa Street, Karol Bagh, New Delhi-110005 "
Tender Forms:-	Tender Form, Offer Letter and other detailed Terms and Conditions can be downloaded from www.isarc.in or collected, from the office of " Bretton Woods Finlease Ltd (BWFL) " at 1681/36, H. S Nalwa Street, Karol Bagh, New Delhi-110005 ". from 10 AM to 5 PM. Mobile No.:09811414181
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: 21.05.2016
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	June 27, 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 movable assets of Germane Teknologies (India) Pvt. Ltd</p> <p>The envelopes should be submitted to “Bretton Woods Finlease Ltd (BWFL)” at 1681/36, H. S Nalwa Street, Karol Bagh, New Delhi-110005” Mobile No.:09811414181. 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 border="1" data-bbox="755 695 1360 953"> <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	The interested parties are advised to submit their tenders after inspection of assets. The inspection of assets would be

		<p>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: 1st to 3rd June 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. 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. 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 21.05.2016 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 : Office Residence	
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: _____ ----- -----
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Contact details

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