



## **TENDER DOCUMENT**

### **SALE OF 01 NO. FLAT AT KOLKATA**

Issued by:

The General Manager (Estate),  
IFCI Ltd., IFCI Tower, 61, Nehru Place, New Delhi – 110019  
Phone: 011-41732110 / 8527192394 e-mail:gautam.meour@ifcilttd.com

Price - Rs. 1000/-(Non-refundable)

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## **1. Disclaimer**

This Document shall be referred to as the Tender Document for Sale of Properties of IFCI LTD. (IFCI) and along with the other information provided would comprise the only information package, which is being made available to Bidders in accordance with the details contained herein.

The purpose of this Document is to provide Bidders with basic and preliminary information to assist in the formulation of their Bid and is issued upon the express understanding that recipients will use it only for the purposes set out therein.

This Document has been prepared on the basis of available information and the Bidders should conduct their own due diligence, investigation and analysis. Further, it should not be assumed that there shall be no change or deviation in the information provided.

This Document does not purport to contain all the information and data each Bidder and/or its advisors may desire or require in reaching decisions concerning their Bids. Each Bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Document. Bidders should form their own views and sources as to whether information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.

The information contained in this Document or any other information which may be provided to Bidders is subject to change without notice. IFCI may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged transaction process mentioned.

While this Document has been prepared in good faith, neither, IFCI, nor its employees, officers, Directors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Document, even in any loss or damage is caused by any act or omission on the part of IFCI or its employees, whether negligent or otherwise.

This Document has not been filed, registered or approved by any regulatory or judicial authority. Recipients of this Document, resident in jurisdictions outside India as well as

those residents in India should inform themselves of and observe any applicable legal requirements and IFCI and its representatives will not be responsible for compliance with the same.

IFCI reserve the right to change/modify/alter the terms and conditions of this document at any stage of bid process with or without assigning any reason whatsoever.

IFCI reserves the right to accept or reject any or all Bids without giving any reasons. IFCI will not entertain any claim for expenses in relation or pertaining to the preparation and submission of Bids and as such no financial obligation / liability would accrue to IFCI on such eventualities.

## **2. Definitions**

In this Document, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein:

- 2.1. Bidder(s) means an individual, firm, Government departments, Institutions, Banks, Corporate in the public and private sectors subject to applicable laws and regulations. No bidder shall be represented by any broker or agent.
- 2.2. Bids means the Bid prepared, signed and submitted in accordance with the contents of this Document and in the form prescribed herein
- 2.3. Bid Submission Date shall have the meaning ascribed in Section-3.
- 2.4. IFCI means IFCI LTD registered under the Indian Companies Act and regulated as NBFC (ND-SI) by the Reserve Bank of India.
- 2.5. Successful Bidder means the Bidder who is declared as the Successful Bidder for a particular property after evaluation of bids by IFCI in accordance with terms of Section 12 of this Document or notified by the IFCI from time to time.
- 2.6. Tender Document for Sale of Residential Properties of IFCI (Document) means this Document, as may be amended and modified together with all annexure, addendum and amendments which may be made from time to time.

## **3. Property for sale**

- 3.1 IFCI invites sealed Bids for the sale of flat No. 18/2, 1<sup>st</sup> floor, Shiva Shakti Apartments, Ballygunge Circular Road, Kolkata-70019. The area of flat has been mentioned in Annexure-D and the possession of the same is with IFCI. The properties would be sold on "As is where is and whatever there is basis". The list containing details of flat is provided in Annexure-D.

- 3.2 The property is situated in a well established residential area in the prime location of Kolkata.
- 3.3 The site is easily accessible by way of public transport system and all the civic amenities are close by.

#### 4. Schedule of Bidding Process

The schedule for the bidding process will be as follows:

Sl. No.	Activity	Date
1	Issue of Advertisement	27.04.2015
2	Issue of Tender Document for Sale of Residential Properties	27.04.2015
3	Site visit	11.05.2015
4	Time and date of submission of Bid (along with EMD) and opening of Bid	<p><b><u>Submission of Bid-</u></b>  <b>Up to 14.00 hrs. on 27.05.2015</b>  <b><u>Opening of Bid –</u></b>  <b>15.00 hrs. 27.05.2015</b>            At IFCI Ltd.            Chatterjee International Center,            (3<sup>rd</sup> floor),            33-A, Jawaharlal Nehru Road,            Kolkata, Pin No.-700071            Phone No.:-+91-33-22653344/22262672            Fax no. - +91-33-22171618</p>
5.	Declaration of Successful Bidder(s)	Will be communicated to the bidders at their e-mail mentioned in the Document.

#### Terms and Conditions

- 5.1 IFCI (hereinafter referred to as the "seller/IFCI) and the Bidder (i.e. the Bidder in whose favour the Bid(s) may be awarded shall be referred to as "the Successful Bidder(s).
- 5.2 The Bids must be submitted with all the pages numbered serially, along with index of submission. In the event any of the instructions mentioned herein have not been adhered to, the Bid is liable to be rejected without referring for any clarifications/justification.

- 5.3 The bid must be submitted in a sealed envelope (containing Annexure A, B, B-1 and C and Financial Bid, in separate envelope) on or before 14:00 hours on **27.05.2015** in the manner specified in this Document. The sealed envelope containing the Bids would be superscribed with **"Offer for IFCI flat No.18/2, 1<sup>st</sup> floor, Shivashakti Apartment, Ballygunge Circular Road, Kolkata"** located at the top of envelope. Separate bid should be submitted for each flat.
- 5.4 No Bid after the specified time and date shall be accepted. The duly filled bids in all respect and having signature of the authorized person, must be submitted at the following address:

**The General Manager,**  
Chatterjee International Center,  
(3<sup>rd</sup> floor),  
33-A, Jawaharlal Nehru Road,  
Kolkata, Pin No.-700071  
Phone No.:-+91-33-22653344/22262672

- The Successful Bidder(s) will be informed at email mentioned in the document. In the event of any change in aforesaid date, the same will be notified to the bidder(s) in writing/over e-mail.
- 5.5 IFCI reserves the right to reject any or all of the Bids and to annul the process at any stage or at any point of time without assigning any reasons thereof, the decisions of IFCI would be final and binding on the Bidders.
- 5.6 The Tender document can be downloaded from IFCI website: [www.ifcilttd.com](http://www.ifcilttd.com).
- 5.7 The bidder should also deposit non-refundable processing fee/Application Money of Rs. 1,000/- by way of demand draft / pay order favouring "IFCI LTD." payable at Kolkata.
- 5.8 The processing fee /application money is payable before due diligence. In case due diligence not carried out, the same is to be paid along with bid application.
- 5.9 In case of any doubt regarding the Document, the decision of IFCI shall be final and binding on all the bidders.
- 5.10 All the residential properties/flats offered are on "As is where is and whatever there is basis".
- 5.11 For further details, the interested parties may contact the Chatterjee International Centre ,(3<sup>rd</sup> floor), 33-A, Jawaharlal Nehru Road,Kolkata, Pin No.-700007, Phone No.:-+91-33-22653344/22262672

## **6. Eligible Bidders**

- 6.1 The offer is open for Individuals, Firms, Government Departments, Institutions, Banks, Corporate in the public and private sectors, subject to applicable laws and regulations. No bidder shall be represented by any broker or agent.
- 6.2 Bids cannot be submitted by a Consortium.
- 6.3 The Bidder should submit a Power of Attorney as per the format enclosed at Annexure – C, authorizing the signatory of the Bid to commit the Bidder. The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity.

## **7. Site Visits**

- 7.1 It is desirable that each Bidder submits the Bid after visiting the properties and ascertaining for themselves the location, surroundings and after carrying out its own due diligence on any matter considered relevant to them.
- 7.2 The properties may be inspected as mentioned at Section 3.
- 7.3 For the purpose of inspection of the aforementioned properties, the Bidders must request in writing to the Chatterjee International Center,(3<sup>rd</sup> floor), 33-A, Jawaharlal Nehru Road, Kolkata, Pin No.-700071,Phone No.:-+91-33-22653344/22262672
- 7.4. It would be deemed that by submitting the Bid, the Bidder has:
- ❖ Made a complete and careful examination of the Document
  - ❖ Received all relevant information required for submission of the Bid either from IFCI or from his own due diligence
  - ❖ Understood that he would have no recourse to IFCI post transfer of ownership rights of the concerned property.
- 7.5. The bidder shall thoroughly satisfy themselves of the nature, conditions and quality of the property/assets and its physical condition. IFCI gives no guarantee or warranty as to the physical condition of the property/ assets / material or/its quality of its fitness for any specific purpose or use. It should be clearly understood that no claim/ complaint about the quality/ condition/ fitness for use will be entertained by IFCI.
- 7.6 All the outgoing like property tax, electricity /water charges/ maintenance charges etc and other expenses will be borne by bidder from the date of handing over of possession of the property or conclusion of the sale transaction, whichever is

earlier. Any expenditure/ expenses prior to the said date of possession will be borne by IFCI.

7.7 The Transfer Fees/registration fee or transfer premium and any other charges or contributions or outgo and all other expenses whatsoever it may be and whatever name it is called and which is demanded by and/or payable to society or to any entity/ authorities, person etc. whosoever for transfer of the above mentioned premises would be borne and paid by successful bidder.

## **8. Inspection of Documents**

8.1 The Document(s) relating to the properties would be available for inspection at the location on the day of site visit and a complete set of Documents relating to the properties would be available for inspection at the location on the date and time mentioned in the document after depositing Rs. 1,000/- by way of Demand Draft/Pay Order payable in favour of IFCI Ltd payable at Kolkata.

## **9. Reserve Price and Earnest Money Deposit**

9.1 The Reserve Price for sale of IFCI 's Residential properties has been mentioned in "Annexure-D"

**9.2 *The Bid shall be accompanied by an Earnest Money Deposit (EMD) as 10% (Ten percent) of the Bid Amount which shall not be less than the Reserve Price as indicated in Annexure-D.***

9.3 The EMD has to be paid by way of Demand Draft / Pay Order drawn on any scheduled or any nationalized bank in favour of "IFCI LTD." and payable at Kolkata. No interest will be payable on the EMD.

9.4 EMD received from unsuccessful bidders would be returned within a period of 30 days from the date of declaration of the Successful Bidder to the concerned property.

9.5 The EMD of the successful bidder shall be automatically adjusted towards sale consideration. In case the Bid is accepted and the purchaser refuses / fails to make further payment towards the balance sale consideration, the EMD and amount deposited up to the date of refusal shall be forfeited without prejudice to the rights of IFCI to claim such further damages in this regard without further reference to the bidder/purchaser.



## **10. Preparation and Submission of Bid**

### **10.1 Language**

The Bid and all related correspondence and Documents should be written in the English language.

### **10.2 Currency**

The currency for the purpose of the Bid shall be the Indian Rupee (INR).

### **10.3 Validity of Bid**

Bid shall remain valid for a period not less than 90 days from the Bid Submission Date. However, IFCI may require the bidders to extend the validity for such period as may be determined by IFCI at its discretion. IFCI reserves the right to reject any Bid which does not meet this requirement.

### **10.4 Format and Signing of Bid.**

10.4.1. The Bidder shall prepare in original as per the format provided in **Annexure-B**. The submitted Bid should necessarily comply with the specified format. The Bid once submitted will not be returned at any circumstances whatsoever. The Demand Drafts / Pay Order towards the Earnest Money Deposit and non-refundable processing fee (if not paid earlier) shall be placed in a separate envelope along with the original set of bid Documents.

10.4.2. The Bid shall be typed or written in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

10.4.3. The envelope shall contain:

- ❖ One sealed envelope (Marked-A) superscribed with **“Offer for IFCI flat No.18/2, 1<sup>st</sup> floor, Shivashakti Apartment, Ballygunge Circular Road, Kolkata.”** Covering letter stating clearly the validity of the Bid as per the format enclosed at Annexure-A.
  - (i) Covering letter stating clearly the validity of the Bid as per the format enclosed at Annexure-A & B.
  - (ii) Demand Draft/Pay order towards EMD and towards non-refundable tender cost/processing fee
  - (iii) Power of Attorney as per the format enclosed at Annexure-C. The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity.

- (iv) All Bidders to provide a photocopy of their Income Tax PAN Number duly signed by the individual or Power of Attorney holder as the case may be.
  - (v) In case of Companies, Certificate of Incorporation Memorandum and Articles of Association, latest audited Balance Sheet and Certificate of Net Worth duly certified by the Auditors.
  - (vi) In case of individuals, copy of latest Income Tax/ Wealth Tax Return.
- ❖ Second sealed envelope (Marked-B) superscribed with "Financial Bid" at the top and would contain Financial Bid as per Annexure B-1.
  - ❖ Both the above mentioned envelopes to be put in a main envelope and the main envelope shall clearly bear the following identification:  
**"Offer for IFCI flat No.18/2, 1<sup>st</sup> floor, Shivashakti Apartment, Ballygunge Circular Road, Kolkata."** The details of the person/entity submitted the document i.e. Name, Address and Contact Phone Number and E-mail ID of the Bidder.

The envelope shall be addressed to the Deputy General Manager, Chatterjee International Center,(3<sup>rd</sup> floor), 33-A, Jawaharlal Nehru Road, Kolkata, Pin No.- 700071. Phone No.:-+91-33-22653344/22262672

## **11. Bid submission Date and Bid Opening**

- 11.1 Bids should be submitted up to 14:00 hours on the Bid Submission Date mentioned in the Schedule of Bidding Process, at the addresses provided in Clause 5.4 in the manner and form as detailed in this Document. Bids submitted by either facsimile transmission or telex or email shall not be accepted and/or entertained.
- 11.2 Bidders sending their Bids by Post/Courier will do so solely at their own risk and IFCI will not be responsible for any loss in transit or delay in post/courier. Bids would be opened on **27.05.2015** at 15:00 hrs at the IFCI office mentioned above in presence of bidders or their authorized representatives to be present at the time of bid opening at their own expense.

## **12. Evaluation of Bids:**

- 12.1. After opening of first envelope (Marked-A) and satisfying the documents submitted by the bidder the second envelope (Marked-B) carrying the financial bid will be opened.

- 12.2. After opening of Bids and carrying out the evaluation of the Bids, IFCI intends to declare the Successful Bidder(s), the same will be notified to the bidders by e-mail/ posted on IFCI's website.
- 12.3. Incomplete Bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of this Document shall be liable to be rejected.
- 12.4. In the event two or more bids are received at the highest bid amount for a particular property (with the same amount), the concerned bidders would be invited for inter-se bidding and the bidder who offers the highest bid post inter-se bidding would be declared as the successful Bidder.
- 12.5. IFCI may give preference for sale of entire property to PSU/Government department/Banks/Institution, it is the sale discretion of IFCI.

### **13. Payment Schedule**

- 13.1. 40% of the sale consideration (excluding the EMD) shall be deposited by way of demand draft/ pay order with IFCI within 10 days from the date of e-mail/letter of declaring the bidder as successful bidder by IFCI Ltd.
- 13.2. 30% of the sale consideration (excluding the EMD) shall be deposited by way of demand draft/ pay order with IFCI within 20 days from the date of e-mail/letter of declaring the bidder as successful bidder by IFCI Ltd.
- 13.3. The balance amount (20%) of the sale consideration is to be paid at the time of completion of finalization of the legal formalities but before the execution of Documents for effecting transfer of ownership.
- 13.4. All taxes/duties/levies, etc. and transfer fee/expenses, if any as applicable and related to the sale of the assets on offer, shall be entirely paid by the purchaser/Successful Bidder(s).

### **13.5 All the Payments to be made strictly as per above schedule.**

### **14 Default in Payment by the Successful Bidder**

- 14.1 In case the sale consideration is not paid as specified in Section 13 by the Successful Bidder(s), the sale of the assets to the concerned Successful Bidder(s) would stand cancelled and the amount so far deposited by the Successful Bidder(s) will automatically stand forfeited.

### **15. Force Majeure**

- 15.1 IFCI shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, disputes

with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of IFCI to extend the time of performance on the part of IFCI by such period as may be necessary to enable IFCI to effect performance after the case of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

**16. Governing Law / Jurisdiction**

16.1 This transaction shall be governed by the laws of India and all disputes arising out of the process shall be subject to the exclusive jurisdiction of the courts at Kolkata where the property is located.

**Letter of Bid and Intent**

[Letter head of the Bidder including full postal address, telephone No. Fax No. and E-mail ID) (as applicable) ]

Date:

To  
Deputy General Manager,  
Chatterjee International Center,  
(3<sup>rd</sup> floor),  
33-A, Jawaharlal Nehru Road,  
**Kolkata-700071**  
Phone No.:-+91-33-22653344/22262672

**Kind Attention:** \_\_\_\_\_

**Subject: "Offer for IFCI flat No.18/2, 1<sup>st</sup> floor, Shivashakti Apartment, Ballygunge Circular Road, Kolkata."**

Sir,

1. Being duly authorized to represent and act for and on behalf of \_\_\_\_\_(Bidder), and having studied and fully understood all the information provided in the Document, the undersigned hereby apply as a Bidder for the purchase of Residential Properties of IFCI according to the terms and conditions of the offer made by IFCI .
2. Bids are given as per Annexure duly filled and signed on each page. The Demand Draft/ Pay Order towards earnest money deposit are enclosed in a sealed envelope marked "**Offer for IFCI flat No.18/2, 1<sup>st</sup> floor, Shivashakti Apartment, Ballygunge Circular Road, Kolkata.**"
3. IFCI is hereby authorized to conduct any inquiries / investigations to verify the statement, Documents and information submitted in connection with the Bid.
4. IFCI and its authorized representatives may contact the following persons for any further information:-

Name of the Person

Address

Phone No.

Fax No.

**E-mail:**

5. This bid is made with full understanding that:
- (a) IFCI reserves the right to reject or accept any Bid, modify / cancel the bidding process, and / or reject all or any of the Bids.
  - (b) IFCI shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
  - (c) The ultimate buyer / beneficiary is \_\_\_\_\_(fill in the name of the ultimate beneficiary)
- 6 I, the undersigned declare the statements made, and the information provided in the duly completed Bid forms enclosed are complete, true and correct in every aspect.
- 7 I have read the terms and conditions of the offer detailed in Document and am willing to abide by them unconditionally.
- 8 The offer made by us is valid for 90 days from the Bid Submission Date. We understand that IFCI may require us to extend the validity of the bid for such period as may be determined by IFCI at its discretion.

Name \_\_\_\_\_

For and on behalf of

\_\_\_\_\_  
(Name of Bidder)

Enclosures:-

- (i). Bid Details – Annexure-B
- (ii) Demand Draft for Earnest Money Deposit
- (iii) Demand Draft for processing fees.
- (iv) Power of Attorney, Annexure-C, if required.

**“Bid for IFCI flat No.18/2, 1<sup>st</sup> floor, Shivashakti Apartment, Ballygunge  
Circular Road, Kolkata.”**

**Bidder Details**

1. Particulars of the Bidder
  - (a) Name
  - (b) Address of the Corporate Headquarters and its branch office(s),if any (as applicable)
  - (c) Country of Incorporation / Nationality (as applicable)
  - (d) Date of incorporations and / or commencement of business (as applicable)
  - (e) In case of companies the following Documents are to be provided:
    - (i) Latest audited Balance Sheet
    - (ii) Certification of net-worth
    - (iii) Copy of Permanent Account Number
  - (f) In case of individuals the following Documents are to be provided:
    - (i) Copy of latest Income Tax return
    - (ii) Copy of Permanent Account Number (PAN)
    - (iii) Copy of Unique Identification Number (Aadhaar) [if having]
2. Details of Authorised Signatory of the Bidder
  - (a) Name
  - (b) Designation (as applicable)
  - (c) Address
  - (d) Telephone No.
  - (e) E-mail Address
  - (f) Fax No.

We further acknowledge and agree that:-

- (i) In case our offer is accepted and if we fail to pay the amount in the manner specified by IFCI , the amount of Earnest Money Deposit and any further installments paid by us under this offer shall stand absolutely forfeited by IFCI
- (ii) This offer is valid for a period of 90 days from the Bid Submission Date or such extended date as may be determined by IFCI .
- (iii) I/we have read and understood the terms and conditions of the Tender Document and hereby unequivocally and unconditionally accept the same.

- (iv) The decision of the IFCI concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for IFCI to reject out Bid and / or to cancel the award of sale.

(Signature of the Bidder)

Full Name:

Designation (as applicable):

Name of the Company (as applicable):



**ANNEUXRE : B(1)**

**"Bid for IFCI flat No.18/2, 1<sup>st</sup> floor, Shivashakti Apartment, Ballygunge Circular Road, Kolkata."**

**Particulars of Bid**

The Bid amount offered for the above said property (ies) is as under:

Rs. .... (Rs. ....)

We further acknowledge and agree that:-

- (i). In case our offer is accepted and if we fail to pay the amount in the manner specified by IFCI , the amount of Earnest Money Deposit and any further installments paid by us under this offer shall stand absolutely forfeited by IFCI
- (ii). This offer is valid for a period of 90 days from the Bid Submission Date or such extended date as may be determined by IFCI .
- (iii). I / we have read and understood the terms and conditions of the Tender Document and hereby unequivocally and unconditionally accept the same.
- (iv) The decision of the IFCI concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for IFCI to reject our Bid and/or to cancel the award of sale.

(Signature of the Bidder)

Full Name:

Designation (as applicable):

Name of the Company (as applicable):

Address:

Date:

**Annexure-C**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID  
(on a Stamp Paper of relevant value as applicable at place of execution)**

**POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name of address of the registered office) do hereby irrevocably constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the purchase of Residential flats of IFCI, including, signing and submission of all Documents and providing information / responses to IFCI , representing us in all matters before IFCI , and generally dealing with IFCI in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)  
(Name, Title and Address)

I Accept

\_\_\_\_\_(Signature)  
(Name Title and Address of the Attorney)

**ANNEXURE-D**

<b>S. No.</b>	<b>Address of the flat No.</b>	<b>Area in Sq. ft.</b>	<b>Reserve Price (Rs. In Lakh)</b>
1	18/2, 1 <sup>st</sup> floor, Shivashakti Apartments, Ballygunge Circular Road, Kolkata-700 019.	2138	<b>300.00</b>

**(Rupees three hundred lakh only)**