GOVERNMENT OF N.C.T. OF DELHI
OFFICE OF REGISTRAR
CO-OPERATIVE SOCIETY
Liquidator, The Rama Multipurpose Coop. Society Ltd.

PUBLIC AUCTION OF PROPERTY
A PUBLIC AUCTION OF PROPERTY at 469, Ram Pura, Lawrence Road, Delhi (Approx. 300 Sq. Yds.) will be held on 12th October 2012. The terms and conditions along with Application Form can be obtained from the office of Liquidator (O/o Addl. Secretary (Power) Room No. 805, "B" wing and Delhi Seccnt. Delhi) on payment of Rs. 5,000/- (non-refundable) and the same can also be seen at Website: www.rcs.delhigovt.nic.in

Sd/-
Liqudator

DIP/0992/2012-13
OFFICE OF THE LIQUIDATOR
The Rama Multipurpose Coop. Society Ltd.
(DEPARTMENT OF POWER) 8TH LEVEL: B-WING:
DELHI SECRETARIAT: NEW DELHI – 110002
(Tel.: 23392185)

Application form cum/
Terms & Conditions for Sale of Property by Public Auction

On 12th October at 11.00 A.M at Hindi Bhawan, (Phone-011-23234606)Vishnu Digambar Marg (Rouse Avenue), Near Bal Bhawan, New Delhi-110002

For
Plot No.469, Ram Pura Lawrance Road, Delhi. Admeasuring 300 Sq. Yards of Rama Multipurpose coop. Society Ltd. Delhi.

Reserve Price : Rs 70000/- per Sq. Yds. Totalling to Rs 2.10 crores.

1. Any person, who is not a minor and is a citizen of India, may purchase by bid in the auction.

2. All the bidders should, prior to the auction, satisfy themselves about the correctness of description, measurements, boundaries etc. of the property. No enquiries in this regard will be entertained at the time of auction. On the property being knocked down in favour of a bidder in the auction, he shall be held to have waived all the objections to the title, description etc. of the property.

3. The Society has made its best efforts to ascertain the quantum of outstanding dues in respect of property offered for auction sale. The prospective bidders shall have to bear any further outstanding amount, of what-so-ever nature, that may come to light hereafter.

4. All the bidders are required to declare beforehand whether they are bidding on their own behalf or on behalf of their principals etc. when a
5. The successful bidder should mention in the application the correct name of the purchaser in whose name(s) the auctioned property is intended to be transferred. No subsequent change/alternation of the name/names will be allowed.

6. Entry into the auction hall shall be restricted only to such person who carry a crossed Bank Pay Order of `25,00,000/- (Rupees Twenty Five Lac) drawn on any scheduled Bank in New Delhi in favour of the “Rama Multipurpose Coop. Society Ltd.”. These deposits will be refunded subject to the terms thereof to the respective bidders except the successful bidder. If the successful bidder so wants, this amount will be adjusted against the earnest money payable by him. The caution deposit is liable to be forfeited, if the bidder concerned causes or attempts to cause disturbance or hurdles in the conduct of the auction or fails to pay earnest money on the fall of the hammer.

7. The area of the plot is only approximate and the person whose bid is accepted should be prepared to accept variation of up to 15% either way in the area announced, subject to the cost in proportion to the amount of the bid.

8. The officer conducting the auction may, without assigning any reasons, withdraw the plot from the auction at any stage.

9. The bid shall be for the amount of premium offered for the plot in question. The plot is being auctioned on “as is where basis is”. It is presumed that the intending purchaser has inspected the site and has familiarized himself/herself with the prevalent site conditions in all respect before offering the bid.

10. No person, whose bid has been accepted by the officer conducting the auction, shall be entitled to withdraw his bid.

11. The officer conducting the auction shall normally accept the highest bid offered at the auction and the person whose bid has been accepted shall pay, at the fall of the hammer immediately, Earnest Money, a sum equivalent to 25% of bid amount by crossed Bank Pay Order in favour of
Society “Rama Multipurpose Coop. Society Ltd.” He should confirm in writing under his signature that he has purchased the property in the auction on the terms and conditions of sale mentioned herein. If the earnest money is not paid as per above lines, it shall be deemed that bid has been revoked/withdrawn and the amount, as specified in Para-6 above, shall stand forfeited to the Liquidator, Rama Multipurpose Coop. Society Ltd.

12. The Successful bidder shall submit duly filled in application, in the application form, immediately after the close of the auction of the property in question.

13. If the bid is not accepted for any reasons including the conditions specified in above Paras, the earnest money will be refunded to the bidder without any interest. If the Liquidator has to withdraw the property from auction (including not handing over the property to the successful bidder due to any reason) then the earnest money deposited will be returned to the auction purchaser without any interest up to a period of six months from the date of auction.

14. The demand letter would be sent to the successful bidder immediately after the bid is accepted. The highest bidder is required to make payment of balance 75% bid amount, as demanded by said letter referred to above, within 30 days from the date of issue of the demand letter by a crossed Bank Pay Order, in the name of Society, “Rama Multipurpose Coop. Society Ltd.” Extension of time for the period beyond 30 days and up to 2 months from the date of successful bid can be allowed subject to interest @ 18% p.a.

15. In case, the highest bidder fails to make the balance 75% amount within the stipulated period as mentioned in the demand letter, the bid shall automatically stand cancelled and the earnest money shall stand forfeited. In that eventuality the officer conducting the auction shall be competent to re-auction the property in question.

16. After making the payment of balance 75% of amount, the highest bidder is required to appear before the Liquidator in person or through an authorized representative with the terms and conditions of auction duly typed on a
non-judicial stamp paper worth Rs. 10/- signed by auction purchaser.

Subject to clearance of the entire sale consideration including the cost of registration of property and other related misc. expenditure as stated by the Liquidator, the possession letter of the property will be issued within 30 days or the same can be collected personally by the auction purchaser. The possession letter so issued will carry the date on which the physical possession of the property will be handed over to the auction purchaser at site.

17. All expenses of conveyance, including legal charges, Stamp duty registration fees, as applicable will have to be borne by the purchaser and paid to the concerned authority within a month of the receipt of a notice from the office of the liquidator in this regard. The purchaser will also have to pay any outstanding dues of what-so-ever nature pertaining to the property.

18. In case of default, breach or non compliance of any of the terms and conditions of the auction or any fraud misrepresentation or concealment of the factor non payment of bid amount within the due date by the intending bidder, the earnest money shall stand forfeited.

19. The property shall be used only as per the land use notification issued by the Government of India/Delhi from time to time.

20. Any other liabilities being determined after the auction is completed shall be born by the successful bidder only.

21. Only courts in Delhi shall be exclusive jurisdiction to adjudicate on any matter arising under/or relating to the auction/sale.

22. The terms and conditions of the auction shall be strictly followed by the successful auction purchaser and in case of any breach of the terms and conditions of the auction, the offer shall stand cancelled. The orders of the competent authority in respect of the any interpretation of any conditions of the auction shall be final and binding and shall not be called in action in any proceedings.

23. The cost and expenses of preparation, stamping and registration of sale documents and its copies and all other incidental expenses shall be paid by the successful bidder as and when demanded or required by the Liquidator.
The successful bidder shall also be liable to pay any other duty charges imposed by any other authority.

24. That hereinafter the sale of property, demand, charge or claim of any nature, from any Govt. agency, financial institution and banks etc. will be the sole responsibility of the purchaser and the liquidator will not be responsible for any such demand or party to it.

25. Wherever, the word in above Paras, used as "competent authority", stands for registrar of Coop Societies, GNCT of Delhi, the word "officer conducting the auction", stands for Liquidator/auctioneer, the word "property" stands for the Plot No.469 at Ram Pura, Lawrance Road, Delhi, on "as is where is basis" and word "purchaser" stands for the highest successful bidder.

In acceptance of all the above conditions

Name of Bidder ________________________________
Address ________________________________

Ph.No. ________________________________ PAN ________________________________
Pay Order No. ________________________________ Dated ________________________________
Drawn On ________________________________ Dated ________________________________

Signature of the Bidder