

E- Auction Invitation Notice

**For sale of land situated at RIICO Industrial Area (Gangapur city, Rajasthan)
along with buildings/godowns of Tilam Sangh's Gangapur City Unit**

Property No	Description of Property	Location	Starting Floor Price	Bid Security (EMD)	Bid Fee (Non-refundable)
1	Land admeasuring approx. 20,984.5 sq. meters situated at Saloda RIICO Industrial Area, Gangapur City, Rajasthan, along with existing buildings/godowns of Tilam Sangh Gangapur City Unit is offered for sale strictly on an 'As Is Where Is'	<p>Tilam Sangh Rajasthan, Gangapur City Unit, Plot Number F 234-245, Saloda RIICO Industrial Area, Gangapur City</p> <p>Longitude Latitude 26.49477265422261, 76.74222700605985</p> <p>Google Maps Link https://goo.gl/maps/kL9Sy7Tj9shrNx7C7 </p>	INR 22.81 Crore	<p>INR 45.62 lakhs</p> <p>(refundable as per term & conditions)</p>	INR 1500

1. INTRODUCTION

1.1 Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Limited (hereinafter referred to as 'Seller') invites applications for participation in the e-auction of land situated at Saloda RIICO Industrial Area along with Buildings/Godowns of Tilam Sangh's Gangapur City Unit on 'As Is Where Is' basis.

1.2 The word NEML wherever it appears shall mean NEML, Auction Service provider OF SELLER. The e auction will be conducted through NCDEX e market ltd. (NeML), the Authorized e- auction service provider. Registration with NeML is Mandatory for Participation.

Key Dates

Last date for Registration on NeML portal	6 October 2025 (till 4:00 PM)
Last date for Bid Fee deposit	7 October 2025 (till 11:00 AM)
Last date for submission of Bid Document & Annexure-01 with duly signed	7 October 2025 (till 11:00 AM)
Inspection of Property	7 October 2025 (till 11:00 AM)
Auction Date	7 October 2025 (12:00 PM – 4:00 PM)

Bidder's Checklist

Bidders are advised to ensure the following before the last date:

- Complete registration on NeML portal (<https://market.neml.in>) by **6 October 2025, 4:00 PM**.
- Deposit Bid Fee of INR 1,500/- in the NeML Virtual Account by 7 October 2025, 11:00 AM.
- Deposit EMD of INR 45.62 Lakh in the NeML Virtual Account by 7 October 2025, 11:00 AM.
 Pl note that the EMD shall not be adjusted towards the sale consideration. It will be refunded within one working day after deposit of the 1st installment, after deducting transaction charges @0.85% + GST of approved bid value
- Ensure Annexure-01 certifies that the bidder/firm has not been blacklisted by Central/State Government or any PSU.
- Inspect the property till **7 October 2025** during working hours and satisfy yourself about its condition ('As Is Where Is' basis).
- Keep user ID and password secure; all bids placed using them will be binding.
- Check auction date and timing carefully – **7 October 2025 (12:00 PM – 4:00 PM)**.
- Ensure availability of funds for payment of installments as per payment terms.
- Note that all taxes, duties, stamp duty, and registration charges will be borne by the successful bidder.
- Submit scanned copy of duly signed bid Document along with Annexure-01 (Undertaking) to rahul.saini@neml.in by 7 October 2025, 11:00 AM

1.3 Applications are invited from eligible participants for enrolling as Bidder of Land. The terms and conditions mentioned in this tender document will be binding on the bidders who deposit EMD and participate in the e-auction. The interested buyers/bidders who wish to participate must read the terms and conditions thoroughly before participation in the on-line auction. Any amendment in the terms and conditions of this 'RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LIMITED Rajasthan 'Tender will be intimated by issuing circular/Corrigendum on the website of NCDEX e Markets Ltd www.market.neml.in and shall be binding on the bidders. Applicants are requested to visit the website on regular basis.

1.4 The Bidder shall enclose Annexure-01 (Undertaking in the prescribed format), duly signed, certifying that the Bidder/firm has not been blacklisted by the Central/State Government or any Government undertaking, along with the signed Tender Document. A scanned copy of the same must be submitted by e-mail to rahul.saini@neml.in on or before **7 October 2025, 11:00 AM.**

Further, the Bid Fee of INR 1,500/- (non-refundable) shall be deposited in the designated NeML Virtual Account (details will be provided upon completion of registration with NeML portal) **7 October 2025, 11:00 AM..**

1.5 For participation in this e-Auction, bid fee is to be deposited in NeML Bidder Virtual Account till **7 October 2025, 11:00 AM..** by way of RTGS or electronic fund transfer. The interested applicants may visit website www.market.neml.in for any relevant information and application form for registration with relevant Annexure to be downloaded from the website of NCDEX e Market Limited www.neml.in. Requests for forwarding application form through post / couriers will not be entertained.

1.6 Regarding enrolment as Bidder on NCDEX e Markets Ltd. Interested participants can also contact the Customer Service Group on phone number (+91-22) - 48810500 or Mr. Rahul Saini 9799565250.

1.7 **INSPECTION OF PROPERTY / e-Auction DATE:** The properties may be inspected 7 October 2025 till 11 AM For inspection of property, the name of contact official with their contact details is as mentioned above. The e-Auction commencement date/ closing date are also as mentioned above. The bidder has to satisfy himself about property in every aspect. The principle of CAVEAT EMPTOR (Let the Bidder Be Aware) will apply. For inspection, the registered Parties (or their Authorized Representative) should produce their e- Auction Photo ID Card to the Seller or produce a copy of this e-Auction Catalogue downloaded from the Website

2 ELIGIBILITY FOR REGISTRATION WITH NEML AND PARTICIPATION:

- i. Only Individual / Institutions / Societies / Companies / Govt. Companies / PSUs / who are legally competent to enter into contract are eligible.
- ii. Registration as Bidder shall be made in sole name. All correspondence by SELLER shall be made in the name of the successful Bidder only.

3 BID EVALUATION PROCESS

Eligibility criteria of the bidder which is mandatory and in whose absence the bid will be treated as rejected –

- A) The Bidder shall submit, by e-mail to **rahul.saini@neml.in**, a **scanned copy of the duly signed Bid Document** along with the **Undertaking in the prescribed format (Annexure-01)**.
- B) The Undertaking (Annexure-01), enclosed with this Bid Document, must clearly certify that the Bidder/firm has **not been blacklisted** by the Central Government, any State Government, or any Government undertaking/PSU.
- C) **The bid may be disqualified due to the following reasons:**
 - a. Bids that mislead or present false facts/ claimed
 - b. Failure to provide / delay in providing the sought clarifications
 - c. Undue influence / imposition of the bidder or any his representative, dispute etc. proposing bribe etc. or making illegal appeasement
 - d. Failure to pay bid fee - (Rs 1500/-) is not Deposited in the NeML bidder Virtual account till the prescribed last date and time. In case of online payment bid fee (Rs. 1500/-) is not deposited till the prescribed last date and time.
 - e. Failure to Submit Undertaking in the prescribed format (Annexure-01).

4 PROCESS OF ELECTRONIC BIDDING SYSTEM

- 4.1 The NCDEX e markets Ltd after scrutiny of application for registration will enroll the applicants on the-auction platform subject to certain eligibility criteria as prescribed by the NCDEX e markets Ltd in consultation with RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LIMITED, For the purpose of the e-auction(s), Registered Bidder will be allotted with user ID and password by NCDEX e markets Ltd.
- 4.2 The Registered Bidder with such Registered Bidder ID and password are only eligible to participate in the e- auction(s).
- 4.3 The NCDEX e Markets Ltd in consultation with RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LIMITED, will schedule the e-auctions for Sale of land situated at RIICO Industrial Area along with Buildings/Godowns of Tilam Sangh's Gangapur City Unit such details viz., auction calendar will be published on NCDEX e markets Ltd website i.e. <https://market.neml.in/>.
- 4.4 The Registered Bidder will not be intimated individually regarding the e- auctions. However, the registered buyers may contact NeML relationship manager.
- 4.5 Alternatively, the Registered Bidder may contact the Customer Service Group of NCDEX e Markets Ltd on phone numbers (+91-22) – 48810500 for information on schedule of e-auction(s). The Registered Bidder shall take adequate care and are solely responsible to obtain details of the schedule of e- auction(s) through the website www.market.neml.in in their own interest, rather than depending on other mode of information sources.
- 4.6 Every registered Bidder will be provided with unique virtual Account by NeML. The registered Bidder shall deposit **INR 45.62 Lakh EMD** (Bid-security) with the NCDEX e Markets Ltd into the provided virtual Account to participate in the proposed - auctions by way of RTGS or electronic fund transfer, in the bidder Virtual Account **by 7 October 2025, 11:00 AM**

- 4.7 The bidder should intimate NCDEX e Markets Ltd for the transfer of EMD/Funds through <https://market.neml.in/> the manner as prescribed by NCDEX e Markets Ltd. Cutoff time for **EMD deposit shall be 7 October 2025 till 11.00 am only**. The bidder Registered Bidder may contact Customer Service Group of NCDEX e Markets Ltd on (+91-22) – 48810500 for more information.
- 4.8 The Registered Bidder shall be allowed to bid only if the requisite EMD is available in the EMD Account (as mentioned in clause 4.6) of NCDEX e Markets Ltd. The amount deposited as EMD would determine the bidding capacity of the bidder.
- 4.9 In case, if any bid is received 5 minutes prior to the scheduled e-auction closing time then the e- auction(s) schedule shall be extended for 5 minutes over and above the scheduled closing time of e- auction (s). During standard auction time and during the extensions if no bid received in last five minutes, then auction will be closed automatically.
- 4.10 The bidders shall place their bids online on NeML Platform <https://market.neml.in/>, the online trading system made available by NCDEX e Markets Ltd as per the terms and conditions of the tender.
- 4.11 Price to be quoted Whole Property, as per the details specified for a particular location as available on the website of NCDEX e Markets Ltd. The Land are offered for sale on “as is where is basis”. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders in respect of whole Property.
- 4.12 The assets of the Gangapur City unit of Tilam Sangh shall be disposed of strictly on an “**As Is Where Is**” basis. The buildings, constructed during the period 1990–92, are of old construction. It shall be the sole responsibility of the intending bidder(s) to physically inspect the site and satisfy themselves regarding the condition and extent of the assets on any working day prior to submission of bids. The particulars of assets provided are merely indicative/estimated, and Tilam Sangh as well as NeML disclaim all liability for any deficiency or excess discovered at the site.
- 4.13 The bidder must clearly understand that NEML/SELLER do not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The bidder must satisfy himself on all aspects pertaining to the property prior to bidding in e-Auction and he will not have any recourse after the submission of the bid on SELLER/NEML for any deficiency in the documents or title of the property. No complaint, whatsoever, in this regard would be entertained after the submission. The interested bidders may carry out their own due diligence in respect of the Property. The Bidder who submits the bid shall be deemed to have full knowledge of the condition of the Real Estate Property the bidder is interested in, relevant documents, information, etc. whether he actually inspects or visits the property and verifies regarding it or not. Bidders shall be deemed to have inspected and verified the Property to their entire satisfaction and for the purpose, bidders may, in their own interest and at their own cost, verify the area of the Property and any other relevant information before submitting the Bids. It shall be presumed that the Bidder has satisfied himself/herself about the title documents pertaining to the Property, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the Property and that the Bidder concurs or otherwise admits the identity of the Property to be purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the Property and their condition.
- 4.14 The Bidders are required to quote in Indian Rupees per quintal or each e- auction. SELLER may specify, if desired a floor price below which no bids may be accepted by NeML Platform. The minimum incremental (tick size) shall be INR 1,00,000/- (**Rupees One Lakh**)

- 4.15 e-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-Auction catalogue may be treated as (IST) Indian Standard Time only. The rates are to be quoted in Indian Rupees only.
- 4.16 Ownership of the Property: All the subject properties are wholly owned by SELLER. SELLER is the original owner of the property. Nature of the subject properties are as per Property/Lot description
- 4.17 During the bidding session, a bidder may modify his bid upwards to an increased value higher than the existing highest bid. No cancellation of Bids shall be allowed during the e auction session.
- 4.18 SELLER & NCDEX e Markets Ltd shall not be responsible for any failure of power, network, server, bandwidth problems, hosting server, internet connectivity, ISP or otherwise or the slowness to access NCDEX e Markets Platform <https://market.neml.in>. In case the e-auction is not concluded/completed as scheduled for any reason whatsoever including technical reasons, NeML may, in consultation with SELLER reschedule the e-auctions on the same or different date on same or modified terms and conditions, details of which shall be published on NeML website.
- 4.19 Transaction Charges at the rate of **0.85% of the approved bid value**, plus applicable **GST @18%(or as applicable)**, shall be payable by the Successful Bidder to NeML. These charges shall be **deducted from the Earnest Money Deposit (EMD)** by the NeML before refund of EMD, and shall not be adjustable towards the sale consideration.

5 POST AUCTION PROCESS

- 5.1 Only the EMD of the highest bidder in e-auctions would be blocked by NCDEX e Markets Ltd. EMD of the unsuccessful Bidder(s), including those whose bid(s), which are not accepted due to non- fulfillment of the conditions of the tender document, shall be refunded to the bidder on the withdrawal request made by Registered Bidder through <https://market.neml.in/> latest by one working day from the day of close of e-auction(s).
- 5.2 Any bid placed using the bidder's user Id and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NCDEX e Markets Ltd, inter-alia, for the purpose of the e-auction(s) and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the e- auction(s) and is advised not to reveal it to anyone else so as to prevent misuse of the same.
- 5.3 RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LIMITED shall evaluate the highest bid after conclusion of auction and has the right to accept or reject the highest bid if found not competitive.
- 5.4 NCDEX e Markets Limited is only acting as a e-auction service provider for the purpose of the e- auctions and shall not take any responsibility whatsoever relating to profit or loss suffered by any Bidder or Seller on account of Registered Participant's participation in e-auction process. NeML shall not be held responsible or liable by Bidder and Seller in this regard.
- 5.5 **VALIDITY OF BIDS:** All the bids will be **valid for 90 (Ninety) days** from the date of closing of e-Auction, excluding the date of closing. In case the 90th day falls on a holiday or remains closed for NEML/SELLER, such Bids will be deemed to be automatically extended to be valid up to the next working day of NEML/SELLER

- 5.6 **The acceptance or rejection of the highest (H-1) bid** received in the e-Auction shall be subject to the approval of the **High-Powered Committee (HPC)** constituted by the State Government. Once the H-1 bid is approved, the following shall apply:
- a) The **EMD (Bid Security)** shall **not be adjustable** against the sale consideration.
 - b) An **Acceptance Letter** will be issued by the Seller/NeML to the successful bidder.
 - c) The successful bidder shall be required to deposit the **Sale Value** (together with applicable duties, taxes, and charges, if any) in accordance with the **payment schedule** specified in these terms and conditions.
 - d) Failure to deposit the Bid/Sale Value within the stipulated time shall result in **forfeiture of the Bid Security (EMD) and/or 5% of the approved bid amount**, without further notice or reference to the bidder/buyer.
 - e) In case the last date of payment falls on a holiday, the **next working day** shall automatically be deemed the due date for payment.

6 PAYMENT TERMS AND CONDITIONS

- 6.1 On giving written notice of acceptance of bid, the bidder has to **deposit 15 (fifteen) percent (1st Installment) of the approved bid Value within 07 working days** from the issue date of Bid Acceptance Letter. The Bidder has to deposit it otherwise the Bid Security (EMD) money will be forfeited without any notice while cancelling the bid.
- 6.2 Thereafter, **35% (Thirty-five) Percent (2nd Installment) of the approved offer/bid amount has to be deposited within 01 month (one month)** from the issue date of Bid Acceptance Letter. In case of delay, the remaining outstanding amount will have to be deposited with interest at the rate of 9% per annum on the period of delay within an additional period of one month (extended period), otherwise the bid will be cancelled and 5% of the approved offer/bid amount will be forfeited (without notice) and the remaining deposit will be returned without interest.
- 6.3 Thereafter, the **remaining 50% (Fifty) Percent (Final Installment) of the approved offer/bid amount has to be deposited within 03 months (three months) from the issue date of Bid Acceptance Letter**. In case of delay, the remaining outstanding amount will have to be deposited with interest at the rate of 9% per annum on the period of delay from due date within an additional period of one month (extended period and with interest at the rate of 18% per annum on the period of delay from due date within further additional period of two months), otherwise the bid will be cancelled and 5% of the approved offer/bid amount will be forfeited (without notice) and the remaining deposit will be returned without interest.
- 6.4 The concerned land, buildings, etc. can be delivered only after depositing the entire amount.
- 6.5 The Successful Bidder may, at their discretion, deposit the **entire approved bid amount in a single installment** instead of paying in parts. However, such lump sum payment shall strictly comply with the **time limits prescribed corresponding to the first /second/third installments**. No relaxation in bid consideration/ bid value will be given.
- 6.6 The decision of the **High-Powered Committee (HPC)** regarding the **payment schedule, extensions, or any relaxation in timelines** shall be **final and binding** on the successful bidder, and the bidder shall have no right to dispute or challenge the same.
- 6.7 For the purpose of calculating the timelines for payment of installments, the **date of issuance of the Bid Acceptance Letter shall be excluded**, and the calculation of the duration shall commence from the **next working day**.

6.8 The brief details of the payment terms as mentioned above are as follows-

Sr. no.	Installment	Amount to be Deposited	Period of Deposit Amount	Maximum period of delay
1	1 st Installment	15 % of Approved Final bid Value	Within 07 Working Days from the issue date of bid Acceptance letter	Delay Not Permitted
2	2 nd Installment	35% of the Approved final bid Value	Within 01 Month from the issue date of Bid Acceptance Letter	Additional 01 Month with Interest @9% per annum
3	Final Installment	50% of the Approved Final bid Amount	Within 03 month From the Issue of Final Bid Acceptance letter	Additional 01 month with interest @9% per annum and with interest @18% per annum for further 02 Months

Note:

- Failure to adhere to the above schedule shall automatically result in cancellation of the bid and forfeiture of EMD/penalty amount as specified, without further notice
- The property is offered on 'As Is Where Is' basis. Bidders are advised to inspect and satisfy themselves before bidding. Seller reserves the right to accept or reject the highest bid. Disputes, if any, will be subject to Jaipur jurisdiction.

6.9 Successful bidder will be deposit Installments as per (mentioned in clause 6.8) in favour of Rajasthan Rajya Tilhan Utpadak Sahkari Sangh as per below Bank details.

Bank Name	Branch	Account Number	IFSC
IDBI Bank	C-Scheme, Jaipur	013104000297028	IBKL0000013

6.10 The **Earnest Money Deposit (EMD)** shall be refunded to the successful bidder **within one (01) working day** after deposit of **fifteen percent (15%) of the approved bid value** (first installment) into the Seller's account. Upon receipt of payment confirmation, the Seller shall issue a written confirmation letter to **NeML** within **01 (One) working day**. The **Transaction Charges** payable by the Successful Bidder, as specified in **Clause 4.19**, shall be **deducted from the EMD** before refund.

6.11 The bid may be submitted by any legally valid person/ group of persons/ partnership firm/ company/co-operative society/ legal person. The Sale agreement will be in favour of the bidder and not under any other name. The bidder shall not have the right to transfer any part or part of the bid to any other firm/individual.

6.12 After accepting the bid and depositing the entire amount on the stipulated dates, the bidder/bidder will be issued letter of acceptance. After getting no dues certificate from the RIICO the Sale deed / Sale agreement will be executed. The responsibility of getting registration of the Sale agreement/ Sale agreement will rest upon buyer. after registry of the Sale Deed / Sale agreement the possession of the property will be handed over to the buyer. The Successful Bidder will be obliged to get the possession of the property within prescribed period as decided by the Seller. The Tilam Sangh shall be responsible for all the liabilities viz. dues of RIICO, electricity etc. prior to the execution of the Sale

deed/Sale agreement of the entity concerned.

- 6.13 The Successful Bidder of the land and building of the premises will have to execute the Sale related documents by depositing the prescribed stamp duty as per the provisions of the Rajasthan Stamp and Registration Act in force at the time being in force and all expenses of registration etc. will also have to be borne by the buyer, which will be in addition to the above prescribed bid amount. All taxes payable will also be payable by the Successful Bidder in addition to the bid amount.
- 6.14 If service tax and any other new tax is determined by the State/Central Government after bidding, the same payment shall be payable by the bidder in addition to the approved bid amount.
- 6.15 The Successful Bidder will also have to deposit the concerned RIICO, State Electricity Corporations, Water Supply Department, Excise, Land Conversion Fee and all other types of fees payable to the Central Government/ State Government etc. after the date of acceptance of the bid and submission of the entire bid amount by him to the Seller. All sales related taxes will have to be deposited by the bidder as per rules and no condition of the bidder will be valid. In the event of any judicial dispute arising between various Government Departments or Institutions and the Buyer/Bidder after the sale, the Seller and NeML shall have no liability.
- 6.16 After the full payment of Sale Consideration by the successful buyer, all the approvals, consents, licenses, permissions required for effectively transferring the Property to the Successful Bidder shall be responsibility of the Successful Bidder only, provided however, SELLER shall be responsible to provide all the relevant internal approvals/permissions/consents on which SELLER has control and necessary authority to Successful Bidder. All charges on account of obtaining necessary clearances or approvals (including but not limited to society charges, NOC Charges, electricity, water, society charges, maintenances charges and charges required for transfer of the said property in favour of the successful bidder) should be undertaken by the bidder at its own cost, effort and liabilities starting from the date of issue of relevant Acceptance Letter/Sale Order from NEML. Including the date of completion of auction to the date before issue of Acceptance Letter/Sale Order, all charges including but not limited to society charges, electricity, water, maintenances charges, etc. will be cleared by SELLER
- 6.17 SELLER shall execute Sale Deed(s) in favour of the successful bidder, provided however, execution costs and formalities including proper documentation and registration shall be sole responsibility of the successful bidder and all the expenses including stamp duty implications or other taxes, duties, cess, charges or imposts in relation thereto, including legal expenses shall be borne by the successful bidder. The Sale deed shall be executed on the receipt of entire Sale consideration and subject to compliance of all terms and conditions of e-Auction by the buyer. The successful Bidder will on his own cost arrange to get the property transfer in his name after the payment of Sale Consideration. SELLER would endeavor on a best effort basis to complete the documentation and conveyance in respect of the relevant Property in favour of the Successful Bidder after the payment of Sale Consideration and fulfillment of all other formalities by the buyer.
- 6.18 The buyer and seller shall be responsible for complying with the relevant provisions of the Income tax Act, GST and all other laws, regulations, act etc. as applicable to the Buyer and Seller.

7 GENERAL TERMS:

- 7.1 PERIOD OF CONTRACT: The contract is valid upto the date of registration of the property in favour of the successful bidder.

- 7.2 CAUTION IN SUBMISSION OF BID: The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by NEML/SELLER in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of 0s/No. of Digits/Unit of Measurement etc.) their bid (if required) before submitting their Bid into the live e-Auction floor by clicking the 'Bid' Button. There is no provision for putting Bids in decimals. During Live Auction, only brief Lot/Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Item Details can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Property Details before bidding and no representation / complaint in this regard will be entertained by NEML/SELLER from the Bidders.
- 7.3 Non-Resident Indians (NRIs) can also participate after fulfilling the eligibility criteria (such as PAN Card, Address proof of Residence in India, Attested signature from any of the Nationalized Bank in India where individual is the Account Holder) required under Indian Laws for proof of NRI. Any NRI, found successful, shall be required to make all payments in Indian Currency and shall follow Indian Laws for all such matters.
- 7.4 The Sale shall be subject to cancellation for violation of any of the terms and conditions or stipulations or instructions.
- 7.5 All rates, taxes, charges, fees, assessment and other levies, cost of registration, stamp duty etc., of whatsoever nature shall be paid by the successful bidder to the concerned authority/body.
- 7.6 It shall be the responsibility of the successful bidder(s) to obtain NOC for registration of the property in favour of the Successful bidder, necessary Permission for approval of building permission, sub-division of Block/Plot from the appropriate local authority as required under the law and to make payment of fees as may be required under various laws, rules and regulations. It shall be the responsibility of the successful bidder to have service connection secured from the respective organizations for electricity, water supply & drainage and at his/her/their own cost. SELLER will not take any responsibility in this regard.
- 7.7 SELLER/NEML reserves the right to defer, cancel, alter, amend or modify the Notification/Advertisement/Auction Catalogue prior to commencement of e-Auction.
- 7.8 All the correspondence will be made to the address/e-mail as appearing in the registration with NEML. It shall be the responsibility of the bidder to keep his e-mail id valid.
- 7.9 Any amendment made will form part of the terms and condition and no individual intimation will be sent to the bidders.
- 7.10 In all matters of doubts or disputes or in respect of any matter not provided for in these terms and conditions, the decision of SELLER shall be final and binding. In case the matter remains unresolved or the Buyer is dissatisfied by the decision taken by the SELLER, the dispute shall be referred to a sole Arbitrator appointed by both the parties with mutual consent.
- 7.11 The property put for e-Auction is on 'as is where is' and 'No Complaint Basis'. The bidders shall inspect the property and satisfy themselves of the condition and location of the property before participating in the auction.

- 7.12 Physical Handover of the property will be given to the successful bidder after execution of the Sale Deed.
- 7.13 Transparency in Rajasthan Public Procurement, in accordance with rule 83 to 85, the first appeal officer will be the Administrator Tilam Sangh, Rajasthan and the second appeal officer will be the Principal Secretary to the Government, Cooperative Department, Rajasthan Jaipur.
- 7.14 In case of any dispute regarding the bid, the jurisdiction for legal action will be the courts located at Jaipur.
- 7.15 In case of any dispute regarding payment/registration of the property or any other matter relating to this e-Auction, the decision of SELLER shall be final.
- 7.16 Non-Disclosure Clause: The bidder will maintain the confidentiality of e-Auction documents and all other information related to the bidding process and shall not use them for any purpose other than evaluation of the property for perspective of the bidding process. Bidders shall also refrain from reproducing/forwarding or dissemination of any document or information on bidding process to any other person except its legal and financial advisors.
- 7.17 The Auction Provider i.e., NEML does not warrant or hold out any assurance or guarantee that the properties of the Seller/Owner to be sold/leased out through e- auction/s are free from encumbrances/ charges/ liens/ mortgage/ lis pendes whatsoever.
- 7.18 The Bidders/Buyers are required to satisfy themselves, through independent searches and enquiries, regarding the title of the Seller/Owner of the properties offered for sale. The Auction Provider shall not assume any responsibility or liability for any defects, whether patent or latent, in the title and/or possession of the Seller/Owner, including those not discoverable by the exercise of ordinary prudence and diligence. Bidders are strongly advised to conduct due diligence, at their own cost, with respect to title, encumbrances, statutory dues, approvals, and any other liabilities, as the Seller/NeML shall not be responsible for the same in any manner, either before or after the sale.
- 7.19 The properties being put up for Sale at any particular e-auction in the portal of the Auction Provider do carry no warranty or assurance of soundness and NEML does not warrant or hold out any assurance or guarantee to the Bidders/ Buyers for which the Bidders/ Buyers are required to satisfy themselves by due enquiries and Title search with the Seller/ Owner. In no event the Service Provider, i.e., NEML shall be held to be liable for any defects in title, subsisting encumbrances, charges or litigations on the properties put up for Sale/lease.”

8 RESOLUTION OF DISPUTES

- 8.1 In case of any disputes relating to Sale including the interpretation of any of the Clause/Clauses of the SELLER tender, the dispute shall be referred to the authorized person of the SELLER The decision of authorized person of the SELLER shall be final.
- 8.2 In case the matter remains unresolved or the Successful Bidder is dissatisfied by the decision taken by the authorize person of SELLER, the dispute shall be referred to sole Arbitrator appointed by SELLER at its sole and exclusive discretion on behalf of both the Parties. The arbitrator fees would be Paid By both the Parties, Successful Bidder and SELLER equally. The decision of the Arbitrator shall be final and binding on the Parties to the dispute. The Arbitration shall be conducted as per previous of the Arbitration and Conciliation Act, 1996 along with its amendments from time to time. The language of Arbitration shall be English and seat of Arbitration shall be at Jaipur.

8.3 NCDEX e Markets Limited is acting only as a service provider for this e auction of Default Stocks in accordance with the express instructions received from the Seller in this regard. NeML shall not be a party to the contract between the Seller and the Successful Bidder subsequent to successful completion of e- auctions. By bidding in this e-auction, a bidder acknowledges that NCDEX e Markets Limited shall not be held responsible for any loss that he/she/they may suffer as a consequence of this e-auction or non-adherence of these terms and conditions.

8.4 NCDEX e Markets Ltd will be providing e-Auction platform for the purpose of price discovery, facilitating the trade fulfillment and shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract or thereafter. Both seller and Successful Bidder shall completely absolve NCDEX e Markets Ltd from any consequences resulting out of this tender and further any disputes between Successful Bidder and seller shall have to be resolved by them. Both Successful Bidder and Seller agree and acknowledge that NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between Successful Bidder and seller except in case of NeML gross negligence and willful default. Both the Successful Bidder and the seller agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses that NeML may incur/suffer as a result of inclusion of NeML as a party to any dispute between Successful Bidder and seller. In case the buyer/seller makes NeML a party to the litigation, then all costs with respect to the litigation shall be borne by the Petitioner without delay or demur.

8.5 Only the courts situated in **Jaipur**, Rajasthan shall have exclusive jurisdiction over any dispute arising under this agreement, to the exclusion of all other courts in India

9 FORCE MAJEURE

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy, restrictions(excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any natural and blockades preventing the Seller/ Successful Bidder from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than two months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

Disclaimer

The property offered for sale is being sold strictly on an “As Is Where Is” and “Caveat Emptor” basis.

1. Inspection & Condition:

It shall be the sole responsibility of the intending Bidders/Buyers to personally inspect the property, including land, buildings, and other assets, and satisfy themselves regarding its condition, age, quantity, quality, measurements, boundaries, and other particulars before submitting bids.

2. Title & Encumbrances:

Bidders/Buyers are required to conduct, at their own cost, independent searches and enquiries regarding the title of the Seller/Owner, and to verify encumbrances, statutory dues, taxes, approvals, and any other liabilities. The Seller and the Auction Provider (NeML) shall not be responsible for any defect, claim, or deficiency in title, encumbrances, or statutory liabilities.

3. Liability of Seller & Auction Provider:

Neither the Seller nor NeML gives any assurance, warranty, or guarantee as to the correctness, accuracy, or completeness of the description of the property, nor shall they be liable for any defect—patent or latent—whether discovered before or after the sale.

4. Bidder's Responsibility:

Submission of a bid shall be deemed to constitute full knowledge and acceptance by the Bidder of the property's condition and all related risks. No claim, objection, or representation shall be entertained by the Seller or NeML in this regard, either during or after the sale process.

I/We have read the Terms and Conditions of e-Auction for the Sale of Land situated at RIICO Industrial Area along with Buildings/Godowns of Tilam Sangh's Gangapur City Unit and unconditionally and unequivocally agree to abide by terms & conditions stipulated above. The duly signed terms and conditions of document is enclosed to this application along with relevant documents.

Place:

Signature of Applicant: _____

Date:

Name: _____

