

ANNEXURE - III

Declaration by the Bidders

Tender Document No.

Date:

To,
UTIITSL
UTITower, BKC Mumbai

Sir,

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale and the terms and conditions of the above mentioned Tender Document No. ("**Tender Document**") for sale of the properties specified thereunder ("**Properties**") and have understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the e-auction process.
2. I/We declare that the payment of Tender Deposit towards purchase made by me/us as against my/our bid has been made by me and that the particulars of remittance and all other information and details given by me/us in the online form is true and correct.
3. I/We further declare that the information revealed by me/using the online form is true and correct. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the Earnest Money Deposit and / or any other monies paid by me/us is liable to be forfeited by the Seller and the Seller will be at liberty to annul the offer made to me/us at any point of time.
4. I/We also agree that after my/our offer given in my/our bid for purchase of the Properties is accepted by the Agency/ the Seller and if, I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all the terms and conditions of the auction and offer letter, the Earnest Money Deposit and any other monies paid by me/us along with the online form and thereafter, are liable to be forfeited. I/We also agree that in the eventuality of forfeiture of the amount by the / Seller/ UTIITSL, I/we shall neither have any claim on the property or part thereof, nor on any part of the sum for which it may be subsequently sold. Further, the Seller will have the absolute rights on the property.

5. I/We understand that the Tender Deposit of all Bidders shall be retained by the Agency and returned only after the successful conclusion of the sale of the Properties. I/We state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.
6. I/ We confirm that our participation in the e-auction process, submission of bid or acquisition of the Property(ies) pursuant to the provisions of the Tender Document will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorisation or approval of any government agency or body; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me/ us; or (v) any agreement to which I am/ we are a party or by which I am/ we are bound.
7. The decision taken by the Seller/ with respect to the selection of the Successful Bidder and communicated to us through the Agency or by the Seller shall be binding on me/us.
7. I/ We also undertake to abide by the additional conditions if announced during the e-auction including any announcement for correction of and/or additions or deletions to the time of the auction and Properties being offered for sale.
8. I/We also confirm that I/ we have taken training on the on-line bidding/auction and confirm that I' am/ we are fully conversant with the functionalityandprocess.
9. I/We confirm that the Agency and/or its vendors, shall not be liable and/ or responsible in any manner whatsoever for my/our failure to access and bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC,any other unforeseen circumstances etc. before or during the auction event.
10. I/We understand that the Seller reserves the right to reject all / any applications without assigning any reasons whatsoever at any stage.
11. The purchase price payable by me/us to you for purchase of the above mentioned premises is on "as-is-where-is" basis and condition and on "as is what is basis" and on "no complaint basis".
12. I / We will co-operate with you and will sign all forms and applications for obtaining the NOC of the Society and all other formalities to the sale and transfer of the above mentioned shares and premises by you to me/ us as contemplated herein.
13. I / We agree that, if for any reason I / We fail to pay, or otherwise commit a default in

paying to you the Earnest Money Deposit strictly in the manner and within the time specified in the tender document, the Tender deposit paid by me/ us along with this Tender document shall stand forfeited and neither party shall have any claim against the other of any sort or nature whatsoever;

14. The balance of the purchase-price, i.e. the price quoted by me/ us for the said premises in this Tender (after adjusting the EMD i.e. 10% of the offered amount) shall be payable by me/us to you within **eight weeks** from the date of payment of EMD as mentioned in the tender document.
15. I/We understand that the time for payment of the balance purchase price as indicated in the tender document are essence of the contract.
16. I/We understand that, if for any reason whatsoever the sale is not completed within the period stipulated hereinafter by making payment of balance price to you then you shall be entitled to terminate/ revoke the sale and the sale shall stand cancelled on your forwarding to me/us the amount received by you from me/us without any interest whatsoever along with notice revoking the sale and in that event I/We shall not be entitled to any right of specific performance or any right or interest whatsoever in the premises or any part thereof.
17. I/We am/ are aware that this offer is open for acceptance for a period of **100 (one hundred)** days from the date of opening of the tender and shall not be withdrawn by me/us and will lapse after that date unless the seller accepts this offer before that date or the date that may be mutually agreed by the seller and me/us. I/We am/are aware that in case I/we withdraw my/our offer, the Tender Deposit paid by me/ us shall be forfeited.
18. If my/ our offer (Tender) is not accepted by the seller within the time specified above or is rejected, the Tender deposit remitted herewith shall be refunded to me/us.
19. I / We am / are also aware that any alteration / addition / omission in this Tender form shall render the same invalid.
20. I / We am / are also aware that, if on any date appearing in the tender is declared a holiday the next working day will be automatically considered in its place.
21. I/We are aware that besides the documents mentioned in this tender document, and scanned copies of which are available on the website of the seller, no other documents are available for the premises and I/We have filled in the tender keeping the above in mind. I/We shall not ask for any other documents.

22.I/ We, hereby confirm that I/ we will honour the bids placed by me/ us during the e-auction process.

Signature of the Bidder/s

Name : _____

Address : _____

E-mail ID: _____

Mobile: _____

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Signature