### **EDC LIMITED**

EDC House, Dr. Atmaram Borkar Road, Panaji – Goa Telephone: Panaji (0832) 2224510-16, 9822456340 CIN: U65993GA1975SGC000214

Web.: www.edc-goa.com

VEHICLE FOR SALE ON " AS IS WHERE IS" BASIS, "WHATEVER THERE IS" BASIS, "AS IS WHAT IS" BASIS AND "NO RECOURSE" BASIS."

# SHRI GOVIND SHIVAJI RATHOD Margao-Goa.

LOCATION : EDC LTD., EDC House,

Make

Dr. Atmaram Borkar Road, Panaji - Goa.

DESCRIPTION

Reg. No. : GA-08-AB-7164

OF VEHICLE

: Maruti Suzuki WagonR VXI,

Model : 11-2019

### **TERMS & CONDITIONS**

1) The offers invited are for purchase of vehicle of **Shri Govind Shivaji Rathod** attached under Section 29 of SFC's Act.

- 2) The Tenderers may give their offers for the vehicle No. GA-08-AB-7164. The offers, which are found profitable by EDC LTD., shall be considered for acceptance and disposal.
- 3) The vehicle will be available for inspection on working days from 01/10/2025 to 10/10/2025 between 11.00 a.m. to 4.00 p.m at EDC House, Panaji-Goa.
- 4) The reserve price of the vehicle is Rs. 3,70,000/- (Rupees Three Lakh Seventy Thousand Only). The tenders quoted below reserve price shall be rejected outright and E.M.D furnished by such tenders shall be forfeited.
- 5) The Tenders should be accompanied by a Non-refundable fee of Rs.200/- by Demand Draft in favour of EDC Ltd. payable at Panaji, Goa and Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five Thousand Only) for said vehicle by Demand Draft in favour of EDC Ltd. payable at Panaji, Goa. The EMD will be refunded to unsuccessful tenderers without interest within three months from the date of opening of the tenders. If the offer is accepted by the Corporation and the successful tenderer does not come forward to accept the same or does not pay quoted amounts or tenderers do not keep tenders open for validity period, the amount deposited towards Earnest Money shall be forfeited. The tenders not accompanied by EMD or the fee will be rejected.
- 6) In the event of highest tenderer failing to comply with the payment terms, the EDC reserves the right to sell the secured assets/vehicle to the second/third highest tenderer in the above manner who shall also be treated as successful tenderer mentioned in the clause (5) above and further in terms of this tender documents.
- 7) The tenders submitted shall not be withdrawn and shall remain valid for a period of three months from the date of opening of tenders.
- 8) The offers in the prescribed form in sealed covers should be superscribed as "Offers for purchase of vehicle of Shri Govind Shivaji Rathod submitted to the EDC Ltd., Dr. Atmaram Borkar Road, Panaji, Goa, 403 001 on or before 1.00 p.m. on 14/10/2025. The Tenders will be opened at 2.30 p.m. on 14/10/2025 in presence of tenderers who should remain present for Auction thereof.
- 9) The offers should be on cashdown basis.

- 10) The successful tenderer on cashdown basis will have to pay 30% of the accepted offer price within 10 days of date of letter of acceptance of the offer and balance 70% within one month from date of letter of acceptance. In case of default in payments of above amounts, the amounts paid may be forfeited by the EDC Ltd., and acceptance cancelled. Without prejudice to above, the EDC Ltd. may levy interest on delayed payments at the rate of 14% per annum; however, in no case delay in payment of more than three months would be acceptable.
- 11) The statutory dues if any will have to be settled and paid by purchaser independent of its offer. The EDC Ltd. will not be responsible for paying such dues. Sales tax, Stamp duty/Registration charges, Transfer fee etc. in transaction, if any, will be borne by the purchaser. It would be responsibility of the tenderers to check the past dues, if any with R.T.O.
- 12) The rates shall be quoted in words as well as in figures. Incase of discrepancy between the two, the rates in words will prevail over the figures.
- 13) The tenderers are required to sign on all the pages of tender form, which should be completed in all respects and submitted as an offer.
- 14) Tenders with conditional offer will be treated as invalid by EDC Ltd.
- 15) The Tenderers should base their quotations based on existing condition of vehicle at site.
- 16) The EDC Ltd. reserves the right to accept or reject any offer/offers without assigning any reason/s. In case, all the offers are rejected, the discretion either to hold negotiations with any of the tenderers or sell the vehicle through private negotiations with any of the tenderers or other party/parties shall be with EDC Ltd.
- 17) The vehicle is being sold on "As is where is" basis, "Whatever there is" basis, "As is what is" basis and "No recourse" basis.
- 18) The EDC Ltd. will execute transfer documents only after entire accepted offer amount is received. The transfer documents will be only as per the draft prepared by EDC Ltd. The successful tenderers shall necessarily execute transfer documents within 30 days from date of communication from the EDC Ltd. requesting for such execution. It is brought to the notice of the Successful Tenderer that in case of failure to execute transfer documents, the Equity of redemption exists in favour of the original Mortgagor, and the same will be extinguished only on execution of transfer documents which the successful Tenderer may please take note of.
- 19) The tenderers are required to submit their tenders separately for different vehicles.
- 20) Permissions, Approvals, Consents etc., from R.T.O or any other authorities if required will have to be obtained by the purchaser in connection with this sale.
- 21) The successful tenderer shall take possession of vehicle within 15 days from the date of communication by the EDC Ltd.
- 22) The acceptance of any Bid under the Tender is however subject to EDC Ltd. calling for matching offers/Higher offers from the Original Borrower or Guarantors as the case may be, (through third party backed with Earnest Money Deposit) as required under Statute. In the event of no response or non-receipt of matching offers, it shall be entirely at the discretion of EDC Ltd. to take recourse to condition **No.16** stipulated hereinabove. In case such matching or higher offer is received, another auction would be conducted between party with such higher offer and the party whose bid has been accepted by the EDC Ltd.

- 23) The status of dues or liabilities (present or future) in respect of R.T.O taxes would be provided by the EDC Ltd. if approached by the tenderer and if available with the Corporation, without any responsibility as to its correctness or authenticity thereof. The tenderer shall be at liberty to ensure the same at its end with concerned authorities/bodies and departments, etc. The payment of all such dues and liabilities shall be the responsibility of the Tenderer/Purchaser.
- 24) The EDC Limited will be at liberty to amend/modify/delete/drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances and also to withhold/defer/withdraw the auction/sale without assigning any reason at any time during the process of the sale.
- 25) The tenderer shall be deemed to have full knowledge of the relevant document, Secured Assets etc. whether he inspects or visits or not.
- 26) All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Panaji Goa alone shall have jurisdiction to entertain/adjudicate such disputes.

## EDC LIMITED PANAJI – GOA

### **TENDER FORM**

1)	Name of the tenderer and address, telephone nos. (In case of Company, firm the names of Directors and Partners as case be, should be given).	
2)	Date of advertisement with name of newspaper	
3)	Location with name of the vehicle/ borrower.	
4)	Amount quoted (should be on cash down basis).	

To,
EDC LIMITED
EDC HOUSE, 1st FLOOR
DR. ATMARAM BORKAR ROAD
P.B. NO. 275
PANAJI – GOA – 403 001

We, the tenderer aforesaid do hereby agree and confirm to the aforesaid conditions of tender. We further agree that if we fail to purchase the vehicle after acceptance of our offer, the Earnest Money and further amount paid by us would be forfeited by EDC LIMITED and we shall have no right to claim refund of the same.

SIGNATURE OF BIDDER

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TELEPHONE NO:

DATE: