

**DCM FINANCIAL SERVICES LIMITED**

**TENDER DOCUMENT**

**SALE OF OFFICE SPACE-FLAT NO. 16, FOURTH FLOOR, KUBER  
COMPLEX, RATHYATRA, VARANASI-221010.**

**TENDER NO. DFSL/4/2026**

**DCM Financial Services Limited, a Company  
Registered Office: UGF, South Tower, NBCC  
Place, Pragati Vihar Bhisam Pitamah Marg.  
New Delhi 110003**

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**1. Disclaimer:**

This document shall be referred to as the 'Tender Document' for sale of Apartment owned by the DCM Financial Services Limited ("Company") and along with the other information provided would comprise the only information package, which is being made available to the bidders in accordance with the details contained herein.

The purpose of this document is to provide prospective bidders with basic and preliminary information to assist in the formulation of their bid and is issued upon the express understanding that the bidders will use it only for the purpose set out herein.

This document has been prepared on the basis of information available with the Company. 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 may desire or require in reaching decisions concerning their bids. Each bidder should conduct their 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 prior notice. The Committee 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 the Committee or Company and 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 case any loss or damage is caused by any act or omission on the part of the Company or its employees, whether negligent or otherwise.

This document has been filed and approved by the Committee /Hon'ble High Court of Delhi. Recipients of this document, should inform themselves of and observe any applicable legal requirements and the Company and its representatives will not be responsible for compliance with the same.

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

The Committee reserves the right to accept or reject any or all Bids without giving any reasons. The Company 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 the Committee or Company 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** means an individual, HUF, firm, Government departments, institutions, Companies, Corporations in the public and private sectors, who participate in this tender and submit their bid;
- 2.2 **Bid** means the electronic bid submitted by a bidder in accordance with the terms and conditions of this Tender Document;
- 2.3 **Company** means DCM Financial Services Limited a Company incorporated under the Companies Act 1956 with its Registered Office UGF, South Tower, NBCC Place, Bhisham Pitamah Marg. New Delhi 110003
- 2.4 **Committee** means Mr. Laxmi Kant Gaur, appointed by the Hon'ble High Court of Delhi as a one-man committee, who will oversee the entire sales process in accordance with the scheme.
- 2.5 **Scheme** means the Scheme dated September 28, 2024, submitted by the One-Man Committee regarding the sale of the Company's properties.
- 2.6 **Tender Bid Form** means the form prescribed at Appendix to the Tender Document and which is required to be submitted along with the form prescribed at Annexure A to the Tender Document;
- 2.7 **KYC Documents** means the documents as specified in Section 10.4.2 and in the Schedule to the Tender Bid form which are required to be submitted by the Bidder along with the Tender Form;
- 2.8 **Successful Bidder** means the bidder who is declared as the successful bidder in accordance with Section 13 of this Tender Document;
- 2.9 **Qualified Bidder** means a bidder who (i) is eligible to participate in the Tender process; (ii) satisfies all criteria as set out in this Tender Document and who has submitted a duly filled and complete Tender Form along with all necessary annexures; and (iii) has duly deposited

the EMD amount within the time specified in Section 4 of this Tender Document;

2.10 **Tender Document** means this document for sale of the Office Space-Flat, as may be amended and modified together with all annexures, appendices, schedules, addendum and amendments thereto;

2.11 **Tender Form** means the form prescribed at **Annexure A** of this Tender Document;

2.12 **Unqualified Bidder** means a bidder who does not satisfy or has not met the criteria as provided in this Tender Document; and is thus not eligible to participate in the tender process.

### 3. Property for Sale:

3.1 The bids are invited for the sale of Office Space Flat No 16, 4<sup>th</sup> Floor, Kuber Complex, Rathyatra, Varanasi, area admeasuring. 1001sq. ft. approx.

3.2 The property will be sold on **“As is where is and whatever there is”** basis.

### 4. Schedule of bidding process:

The schedule for the bidding process will be as follows:

Sl. No.	Activity	Date
1	<b>Release of Advertisement</b>	Advertisement published on 19.02.2026 in Dainik Jagran and Times of India (Varanasi Edition). Also available at Company's website: <a href="https://dfslonline.in/tenders.html">https://dfslonline.in/tenders.html</a> from 19.2.2026
2	<b>Issue of Tender Document</b>	On 19.2.2026, only available for downloading at Company's website: <a href="https://dfslonline.in/tenders.html">https://dfslonline.in/tenders.html</a>

3	<b>Inspection of documents and Site Visit.</b>	<p>Site Visit: 28.02.2026 to 17.00 Hrs.</p> <p>Copies of all title documents with the Company shall be available for inspection on 28.02.2026 at the site during the said hours of 1000 Hrs. to 1700 Hrs.</p> <p><b>Interested parties must schedule an appointment to visit or inspect documents on specified dates.</b></p>
4.	<b>Date for submission of Tender Forms and EMD</b>	<p>From 19.02.2026 to 09.03.2026 during 10.30 hrs. to 14.30 hrs.</p> <p>Submission of Demand Draft / Pay Order / scanned copy of document proving payment of EMD through NEFT/RTGS along with physical Tender Form at the following address:</p> <p><b>One Man Committee - Mr. Laxmi Kant Gaur, B 230, Gaur Green Avenue, Abhay Khand-2, Indirapuram, Ghaziabad 201020</b></p>
6.	<b>Date &amp; Time of Opening the bids</b>	<p>17.03.2026 between 15.00 Hrs. to 1700 Hrs. at India International Center, 40 , Max Muller Marg, New Delhi 110003</p>
7.	<b>Declaration of Successful Bidder</b>	<p>Will be communicated to the bidders by the Committee at their e-mail mentioned in the Tender Form.</p>

## 5. Terms and Conditions

### 5.1 No bidder shall be represented by any broker or agent

The Tender Document, Tender Form and any modification/amendment thereto can be downloaded from Company's website: <https://dfslonline.in/tenders.html>

5.2 **Submitting Bid:** Sealed offers with all pages of this Tender Document including General & Special Terms & Conditions should be Signed as token of acceptance and submitted in original in a sealed envelope super scribing **“Offer for Purchase of Office Space-Flat No.16, 4<sup>th</sup> Floor , Kuber Complex, Rathyatra, Varanasi, 221010”**, addressed to **One Man Committee -Mr. Laxmi Kant Gaur, B 230, Gaur Green Avenue, Abhay Khand2, Indirapuram, Ghaziabad 201020**. The last date of receipt of sealed offer is on or before 27.02,2026 at 3.00 PM in a sealed tender to be submitted at the address given above or the same may be sent by post. No other mode of submission such as telex, telegraphic, fax etc. shall be considered. Tender received in open condition will be rejected / not accepted

5.3 **Reserve Price:** INR 65,00,000/- (Rupees Sixty Five Lac only).

5.4 **Earnest Money Deposit (“EMD”):** 10% of Reserve Price i.e INR 6,50,000/- (Rupees Seven lac fifty thousand only)

5.5 **Mode of deposit of EMD:** The bidder should make deposit of EMD amount **(a)**through NEFT/RTGS transfer in favour of “DCM Financial Services Limited” A/c No. 010102000007849 with IDBI Bank , New Delhi, IFSC Code: IBKL0000010, the UTR Number for the said transaction should be mentioned in the Tender Form; OR **(b)** By way of Demand Draft/Pay Order

in favour of “DCM Financial Services Limited” “,payable at New Delhi to be sent to One Man Committee-Mr. Laxmi Kant Gaur, B 230, Gaur Green Avenue, Abhay Khand-2,Indirapuram, Ghaziabad 201020.(Please note once the payment is made either by draft or NEFT, bidder should inform the Company, the details of draft/ Bank and UTR No. by email to tenders@dfslonline.in)

5.6 Bidders shall preserve remittance challan or other proof of payment and shall produce the same as and when demanded by the Committee or Company.

5.7 Bidders ought to note the following:

a) The intending bidder must:

- (i) have a valid e-mail ID
- (ii) Submit the Tender Form together with the Bid Form, KYC Documents and particulars of the mode of EMD payment as prescribed in the Tender Form

5.8 The Committee 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 decision of the Committee would be final and binding on the bidders.

5.9 In case of any doubt regarding the Tender Document, the decision of the Committee shall be final and binding on all the bidders.

5.10 In the event any of the instructions mentioned herein have not been adhered to, the bid is liable to be rejected by the Committee without providing any clarifications/justification.

5.11 It would be deemed that by submitting the Tender Form, the bidder has:

- i. Made a complete and careful examination of the property and title documents

- ii. Received all relevant information required for submission of the bid either from the Company or from his own due diligence.
- iii. Understood that he would have no recourse to the Company post transfer of ownership rights of the concerned property upon execution of the sale deed.

## **6. Eligible bidders**

**6.1** The offer is open for individuals, firms, Government departments, institutions, Companies, Corporates in the public and private sectors, subject to applicable laws and regulations. **No bidder shall be represented through any broker or agent.**

6.2 Bids cannot be submitted by a consortium of bidders.

## **7. Site Visits**

7.1 Each Bidder may visit the apartment and ascertain for themselves the location and surroundings in order to carry out their own due diligence on any matter including title to the property as may be relevant to them. Bidders shall inspect the property and satisfy themselves regarding the physical nature, condition, etc.

**7.2** The Office space may be inspected as per date and time specified in Section 3 above.

7.3 The Bidder shall thoroughly satisfy themselves of the nature, conditions and quality of the office space/assets and its physical condition. The Company gives no guarantee or warranty as to the physical condition of the Apartment/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 the Company.

7.4 All travel/conveyance costs to and from the site shall be borne by the bidder and no request for reimbursement of the same shall be entertained by the Committee or Company.

7.5 For details regarding physical inspection of the apartment the interested bidders to contact and must fix a prior appointment for visiting/inspecting documents on specified dates with the following:

**Mr. Vikram Dogra**

**Mob: 9810262680**

#### **8. Inspection of documents**

The title documents relating to the apartment would be available for inspection at the and time mentioned in Section 4 above.

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

9.1 No interest will be payable on the EMD.

9.2 EMD received from unsuccessful bidders would be returned within period of 90 days from the date of submission of the bid.

9.3 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 as per the schedule, the EMD and amount so deposited until then shall be forfeited without prejudice to the rights of the Company to claim such further damages in this regard.

#### **10. Preparation and Submission of Tender Form**

##### **10.1 Language**

The Tender Form 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 180 days from the Bid Submission Date. However, the Committee, at its discretion, may require the bidders to extend the validity for such period as may be determined by the Committee. The Committee reserves the right to reject any bid which does not meet this requirement.

## 10.4 Format and signing of Tender Form and Supporting Documents

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

10.4.2 The submitted Tender Form should necessarily comply with the specified format, with only necessary modifications as circumstances may require. The Tender Form once submitted will not be returned under any circumstances whatsoever. Self Certified True copies (as the case may be) or Originals (as specified herein) of the following documents shall be submitted as enclosures to the Tender Form:

SR. NO.	PARTICULARS
<b>A.</b>	In case of INDIVIDUALS
1.	PAN Card
2.	Passport / Driving License / Voter ID Card / AADHAR Card
3.	Income Tax Returns of F.Y. 2023-24
4.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>B.</b>	In case of SOLE PROPRIETORSHIPS

1.	PAN Card
2.	Registration Certificate
3.	CST / VAT / License or any other certificate issued by concerned competent authority
4.	Income Tax Returns of F.Y. 2023-24
5.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>C. In case of PARTNERSHIP FIRMS</b>	
1.	PAN Card
2.	Registration Certificate
3.	Registered Partnership Deed and any amendment/addendum thereto.
4.	Particulars and documents as mentioned under Sr. No. A above, of partner to whom POA is given.
5.	Audited Balance Sheets for F.Y. 2023-24
6.	Duly notarized and stamped Power of Attorney (if applicable)[TO BE SUBMITTED IN ORIGINAL]
<b>D. In case of COMPANIES</b>	
1.	PAN Card
2.	Certificate of incorporation.
3.	Memorandum & Articles of Association
4.	Original duly notarized and stamped Power of Attorney authorising a person to purchase property for Company alongwith certified copy of Board resolution appointing such person.
5.	Particulars and documents as mentioned under Sr. No. A, of authorised person, attested by the Company
6.	For public limited company, Certified Copy of Certificate of Commencement
7.	Audited Balance Sheets for F.Y. 2023-24
<b>E. In case of LIMITED LIABILITY PARTNERSHIPS</b>	
1.	PAN Card
2.	Registered LLP agreement
3.	Incorporation document and DPIN of the designated partners
4.	Certificate of Registration issued by the ROC concerned
5.	LLP-IN issued by the ROC
6.	Certified Resolution in favour of the partner to buy the property alongwith Original duly notarized and stamped Power of Attorney
7.	Particulars and documents as mentioned under Sr. No. A above, of concerned partner
8.	Audited Balance Sheets for F.Y. 2023-24
<b>F. In case of TRUST / ASSOCIATION / SOCIETY</b>	
1.	PAN Card
2.	Certificate of Registration
3.	Resolution / Duly notarized and stamped Power of Attorney granted to buy property
4.	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
5.	Particulars and documents as mentioned under Sr. No. A, of person authorised to purchase property
<b>G. In case of H.U.F.</b>	
1.	PAN card
2.	Passport / Driving License / Voter ID Card / AADHAR Card of Karta

3.	HUF Declaration for purchase of property
4.	Particulars and documents as mentioned under Sr. No. A above, of Karta of HUF
5.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]

The Committee may at its discretion call upon the Bidder to produce originals/certified copies of any of the aforesaid documents, by giving intimation by e-mail at their e-mail address mentioned in the Tender Form, at least 24 hours in advance.

10.4.3 The Power of Attorney, if applicable is to be submitted in Original and shall be as per the format enclosed at **Annexure-B**. The Power of Attorney is to be accompanied by the constitutional documents/charter documents of the entity and relevant board resolution/ authorisation (as the case may be). The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity or Bids submitted by a HUF through its Karta.

10.5 Duly filled Tender Form along with all annexures must be submitted in a sealed Envelope superscribed with the words **“Offer for Purchase of Flat No 16, 4<sup>th</sup> Floor, Kuber Complex, Rathyatra, Varanasi-221010”** to **One Man Committee-Mr. Laxmi Kant Gaur, B 230, Gaur Green Avenue, Abhay Khand-2, Indirapuram, Ghaziabad** , at the Time and on or before the date specified in Section 4 above.

10.5 Bidders sending the Tender Form by Post/Courier will do so solely at their own risk and the Committee will not be responsible for any loss in transit or delay in post/courier.

## **11. Sale**

11.1 No Bidder shall bid below the Reserve Price.

11.2 Tender received in open condition will be rejected / not accepted. The sealed offers will be opened on 17.03.2026 at 3.00 PM at India International Centre, 40 Max Muller Marg, New Delhi 110003 . The representatives of the bidders may remain present while opening of the same,

if they wish. In the event of Company's office remaining closed on the day of opening of bid for any unforeseen reason, the bids shall be opened on the next working day . at the same time.

11.3 The Sale of the property will be done on the following basis :

The committee reserves the right to choose any of the following methods for finalizing the sale transaction, which shall be conclusive and binding on all Parties involved.

a. Selecting the highest offer from all offers received.

b. Conducting inter-se bidding through a manual bidding process. If inter-se bidding is chosen, the Committee will open the bids in front of all bidders to ensure transparency. This will allow the top 3 bidders to engage in inter-se bidding.

The chosen method will be implemented to ensure a fair and efficient sale transaction process.

## **12. Declaration of Successful Bidder**

12.1 The bidder in whose favour the bid may be awarded shall be referred to as 'the Successful Bidder.'

12.2 Only Successful Bidder will be intimated of being declared successful in the bidding. Intimation shall be by e-mail sent by the authorised official. Date and time of sending email will be considered date and time of intimation.

12.3 If no intimation reaches, bidders are expected to take efforts to find out status from the Committee or Company and once email is sent by the Committee to the email ID provided by the bidder, the Committee shall not be responsible for non-receipt of information.

12.4 The Committee once has selected the Successful bidder, will submit its report to the Hon'ble High Court for final approval. Once the approval is granted by the Court, the Company will be authorized to proceed for

the conveyance of property in the name of Successful bidder

12.5 The conveyance of the Office Space-Flat will be in the name of the Bidder as given in the Tender Form. Under no circumstances will conveyance be made to a third party.

### **13. Payment Schedule**

13.1 25% of the sale consideration (less EMD already paid) shall be deposited by way of NEFT/RTGS/demand draft/pay order with the Company within 5 (five) days of e-mail declaring the bidder as successful bidder by the Company.

13.2 Any default in payment of 25% sale consideration within specified time shall lead to forfeiture of EMD amount and entitle the Committee to cancel the sale. Once 25% of sale consideration (less amount already paid) is paid, the bidder cannot reduce or withdraw the bid for whatever reason.

13.3 Remaining balance 75% of the sale consideration shall be deposited by way of NEFT/RTGS/demand draft/pay order with the Company within 30 days from the date of approval by Hon'ble High Court . Any default in payment of balance 75% of sale consideration within specified time shall lead to forfeiture of sale consideration of 25% already paid and entitle the Committee to cancel the sale.

13.4 All the outgoing like property tax, electricity/water charges/maintenance charges etc. and other expenses will be borne by bidder from the date of execution of the sale deed of the Apartment. Any dues pertaining to the apartment prior to the said date of execution of sale deed will be borne by the Company.

13.5 The transfer fees including share transfer fee, if any, /registration fee

or transfer premium and any other charges or contributions 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.

- 13.6 The payment of stamp duty, registration charges, incidental costs, taxes/duties/levies/cess, etc. and transfer fee/expenses, if any as applicable and related to the sale of the office space-Flat on offer, shall be entirely paid by the purchaser/Successful Bidder.
- 13.7 Non-payment of any of the aforesaid sums within specified time, or non-compliance with necessary requisitions to effect sale, shall lead to forfeiture of EMD amount and any other amounts paid. Forfeiture of EMD amount and any other amounts shall be without prejudice to other rights and remedies available to the Company.
- 13.8 All the Payments have to be made strictly as per above schedule unless otherwise agreed by the Committee.

#### **14. Delivery of Title Deeds and Possession**

- (i) The title deeds, share certificates and other documents related to the Flat, along with the physical possession of the Flat shall be delivered to the Successful Bidder, on execution of the sale deed.
- (ii) The successful bidder shall be informed of the date for conveyance seven days in advance and the Successful Bidder shall ensure, his/his agent's presence at the concerned Sub Registrar's office for completion of the conveyance. In case the Successful Bidder fails to attend the concerned Sub-Registrar's office, the Company shall after giving notice of 21 (twenty one) days forfeit the amount paid and reissue the tender

for the apartment. In case of execution of sale deed and other documents through authorized agent, it shall be the duty of the Bidder to ensure that such representative is duly authorized and possesses a Power of Attorney / Resolution, duly notarized/registered and stamped, as required under law, and that the same is produced at the time of attending the Sub-Registrar's office.

**15. Default in payment by the Successful Bidder**

In case the sale consideration is not paid as specified in Section 14 by the Successful Bidder, the sale of the assets to the concerned successful Bidder would stand canceled and the amount so far deposited by the Successful Bidder will automatically stand forfeited.

**16. Fraud and corrupt practices**

16.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Committee may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding. In such event the Company shall be entitled to forfeit the EMD and any sale consideration paid, without prejudice to any other right or remedy that may be available to the Company.

16.2 For the purpose of this Section, the following terms shall have the meaning hereinafter provided:

- a) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Company who is or has been associated in any manner, directly or indirectly, with the tender or has dealt with matters concerning sale of the apartment or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the tender or save and except as permitted under the relevant sub-section, engaging in any manner whatsoever, whether during the bidding or after execution of the Sale Deed, as the case may be, any person in respect of any matter relating to sale of the apartment, who at any time has been or is a legal, financial or technical advisor of the Company in relation to any matter concerning sale of the apartment;
- b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process
- c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or apartment to influence any persons participation or action in the tender process
- d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tender process; or (ii) having a conflict of interest; and

- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the tender process.

#### **17. Force Majeure**

The Committee or the Company shall not be liable for any failure or delay in performance due to any cause beyond their control including, but not limited to fires, floods, strikes, go-slow, lock-out, closure, 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 the Committee to extend the time of performance on the part of the Committee by such period as may be necessary to enable the Committee to effect performance after the case of delays will have ceased to exist. The Committee or the Company shall not be liable for any loss (whether direct or remote), due to non- delivery or delay caused due to circumstances beyond the control of the Company. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

#### **18. Governing Law / Jurisdiction**

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 New Delhi.

**19. Miscellaneous**

19.1 Correspondence about any change / modification in the offer after submission of tender will not be entertained.

19.2 The bidders shall not be entitled to receive re-imburement of any expenses which may have been incurred in preparation of bid, documents to be submitted pursuant to the tender process or carrying out due diligence in respect to the apartment.

19.3 The Committee reserves the right to postpone/ cancel or vary the terms and conditions of tender without assigning any reason thereof.

19.4 No Offers / Bids below reserve price shall be entertained.

19.5 In case of any addendums or modifications or cancellation of the terms and conditions of tender, the same shall be uploaded on our website:  
<https://dfslonline.in/tenders.html>

19.6 Transfer of the apartment will be subject to bye-laws, regulations and approvals required from the Kuber Complex, and also subject to other laws in force or approval or permissions from other local or government authorities. Costs for seeking such approvals or permissions shall be borne the purchaser.

**Annexure - A**

**Tender Form**

**[On Letter head of the Bidder]**

To

One Man Committee-Mr. Laxmi Kant Gaur,  
B 230, Gaur Green Avenue,  
Abhay Khand-2, Indirapuram,  
Ghaziabad 201020

**Subject: Bid for Flat No 16, 4<sup>th</sup> Floor , Kuber Complex, Rathyatra,  
Varanasi 221010**

Sir,

1. I \_\_\_\_\_(in case of self Bidder)/\_\_\_\_\_, being duly authorized to represent and act for and on behalf of \_\_\_\_\_(in case of submission through authorized representative of the 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 a Flat according to the terms and conditions of the offer made by the Committee.
2. Details of the Bidder in the Tender Bid Form as per **Appendix** are true and correct and the Tender Bid Form has been duly filled and signed

on each page. EMD has already been paid by \_\_\_\_\_ *[insert details of Demand Draft/Pay Order/NEFT/RTGS]*.

3. The Committee is hereby authorized to conduct any inquiries / investigations to verify the statement, Documents and information submitted in connection with the proposed Bid.

4. The Company and its authorized representatives may contact the following persons for any further information: -

Name of the Person

Address

Mobile/Phone No.

**E-mail:**

5. The Tender Form is filled and participation in the tender process if done is made with full understanding that:

(a) Committee reserves the right to reject or accept any Bid, modify / cancel the bidding process, and/or reject all or any of the Bids.

(b) Committee or the Company shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

6. I/We also undertake to abide by the additional conditions, if any, announced during the tender process, including any announcement for correction of and/or additions or deletions in the tender.

7. I/We, the undersigned declare the statements made, and the information provided in the duly completed Tender Bid Form enclosed are complete, true and correct in every aspect. I/We understand and agree that if any of the information revealed by me/us is found to be incorrect and/or untrue, or if I am unable to make payment as per the payment schedule provided in the tender document, the bid submitted by me/us is liable to be cancelled and in such case, the EMD and any other monies paid by me/us is liable to be forfeited and the Committee will be at liberty to annul the process at any stage.
8. I/We confirm that our participation in the tender process, submission of bid or acquisition of the apartment 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 documents of incorporation; or (ii) any applicable laws; (iii) any authorisation or approval of any government or local authority; 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. I have read the terms and conditions of the offer detailed in the Tender Document and am willing to abide by them unconditionally.
9. 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 the Committee, the amount of Earnest Money Deposit and any further installments paid by us under this offer shall stand absolutely forfeited by Company.
  - (ii) This offer is valid for a period of 180 days from the date of Bid submission or such extended date as may be determined by the Committee.
  - (iii) I/We have read and understood the terms and conditions of the Tender

Documents and hereby unequivocally and unconditionally accept the same.

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

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

I/We understand that decision by the Committee with respect to selection of the successful bidder, shall be final:

**Appendix****BID FORM****FOR Flat No 16, 4<sup>th</sup> Floor , Kuber Complex, Rathyatra, Varanasi 221010**

One Man Committee-Mr. Laxmi Kant Gaur,  
B 230, Gaur Green Avenue, Abhay Khand2,  
Indirapuram, Ghaziabad 201020

<b>S.No.</b>	<b>Particulars of the Bidder</b>	<b>Inputs to be provided</b>
1	Full name of the Bidder (in block letters)	
2.	<b>Constitution of Bidder (Tick whichever is applicable)</b> <ul style="list-style-type: none"> <li>· Public Limited Company</li> <li>· Private Limited Company</li> <li>· Partnership</li> <li>· Individual/ Sole Proprietary</li> </ul>	
3	Applicant's registered office/ place of business <ul style="list-style-type: none"> <li>· Address</li> <li>· Telephone No.</li> <li>· E-Mail No.</li> </ul>	
4	<b>Particulars of Bid</b> The price offered for purchase of Apartment (office space)	<b>Rs.</b> _____ <b>(in words also)</b>
5	Particulars of Earnest Money Deposit of Rs. _	NEFT/RTGS_Rs UTR NO & Date Account no IFSC Code of Branch  DD/Pay Order No.

		Dated: _____ Name of Bank and Branch  _____
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**Certified that :-**

(i) In case our offer is accepted and if we fail to pay the amount in the manner to be specified by the Committee in the “Letter of Acceptance”, the amount of Earnest Money Deposit and any further installments paid by us under this offer shall stand absolutely forfeited by the Company.

(ii) I/We agree to abide by the decision of the Committee.

(iii) I/We have read and understood terms and condition and hereby unequivocally and unconditionally accepted the same.

(iv) I/We have inspected the site / property for which quotation is being submitted.

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

Dated:

Applicant’s Signature(s)

Full Name:

Enclosures: Please specify the KYC documents enclosed. In case of Tender Form

Submission by a POA holder, the KYC documents are to be certified by such POA holder.

**Schedule**  
**(KYC Documents for Tender)**

SR. NO.	PARTICULARS
<b>A.</b>	In case of INDIVIDUALS
1.	PAN Card
2.	Passport / Driving License / Voter ID Card / AADHAR Card
3.	Income Tax Returns of F.Y. 2016-2017
4.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>B.</b>	In case of SOLE PROPRIETORSHIPS
1.	PAN Card
2.	Registration Certificate
3.	CST / VAT / License or any other certificate issued by concerned competent authority
4.	Income Tax Returns of F.Y. 2016-2017
5.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>C.</b>	In case of PARTNERSHIP FIRMS
1.	PAN Card
2.	Registration Certificate
3.	Registered Partnership Deed and any amendment/addendum thereto.
4.	Particulars and documents as mentioned under Sr. No. A above, of partner to whom POA is given.
5.	Audited Balance Sheets for F.Y. 2016-2017
6.	Duly notarized and stamped Power of Attorney (if applicable)[TO BE SUBMITTED IN ORIGINAL]
<b>D.</b>	In case of COMPANIES
1.	PAN Card
2.	Certificate of incorporation.
3.	Memorandum & Articles of Association
4.	Original duly notarized and stamped Power of Attorney authorising a person to purchase property for Company alongwith certified copy of Board resolution appointing such person.
5.	Particulars and documents as mentioned under Sr. No. A, of authorised person, attested by the Company
6.	For public limited company, Certified Copy of Certificate of Commencement
7.	Audited Balance Sheets for F.Y. 2023-24
<b>E.</b>	In case of LIMITED LIABILITY PARTNERSHIPS
1.	PAN Card
2.	Registered LLP agreement
3.	Incorporation document and DPIN of the designated partners
4.	Certificate of Registration issued by the ROC concerned
5.	LLP-IN issued by the ROC

6.	Certified Resolution in favour of the partner to buy the property alongwith Original duly notarized and stamped Power of Attorney
7.	Particulars and documents as mentioned under Sr. No. A above, of concerned partner

8.	Audited Balance Sheets for F.Y. 2016-2017
<b>F.</b>	<b>In case of TRUST / ASSOCIATION / SOCIETY</b>
1.	PAN Card
2.	Certificate of Registration
3.	Resolution / Duly notarized and stamped Power of Attorney granted to buy property
4.	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
5.	Particulars and documents as mentioned under Sr. No. A, of person authorised to purchase property
<b>G.</b>	<b>In case of H.U.F.</b>
1.	PAN card
2.	Passport / Driving License / Voter ID Card / AADHAR Card of Karta
3.	HUF Declaration for purchase of property
4.	Particulars and documents as mentioned under Sr. No. A above, of Karta of HUF
5.	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]

-----END---

**Annexure - B**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING TENDER FORM AND  
PARTICIPATING IN BIDDING**

**(Duly notarized and 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 our incidental to our Bid for the purchase of a Flat of DCM Financial Services Limited , including, signing and submission of all Documents and providing information/responses to the Committee, representing us in all matters before the Committee, and generally dealing with the Committee 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 by deemed to have been done by us.

(Signature)  
(Name, Title and Address)

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