

## SALE PROCESS – Plot No. 7&8, Block-S, Green Park, New Delhi

- Advertisement Release on March 4, 2020



- Prospective Purchasers to inspect the premises and conduct legal due diligence at YES Bank, Plot No 48, Nyaya Marg, Chanakyapuri, New Delhi within Scheduled timelines (i.e. from March 4, 2020 till March 14, 2020). It may be noted that the only copies of the original documents with YES Bank shall be made available for legal due diligence.



- Prospective Purchaser to submit "Offers" along with Demand Draft/Payorder in favor of "YES BANK LIMITED" for Rupees 30,00,000/- (Rupees Thirty Lakhs only) as Interest Free Token Earnest Money Deposit (TEMD) on or before March 15, 2020.



- YES BANK LIMITED (YBL) to open the Sealed Offers on March 15, 2020.
- TEMD for non-qualifying Prospective Purchasers will be returned without interest within a period of 15 working days from the last date of offer submission. There could be one or more rounds of inviting sealed offers.

\* YES Bank LIMITED at its own discretion may accept and / or reject the offers at any time without assigning any reason of What-so-ever nature.



- Based on Bids/ Offer one or more Prospective Purchaser will be shortlisted (at the discretion of YES Bank).
- Shortlisted bidders will be invited for further discussion and negotiation.
- Provisional Offer Acceptance Letter will be issued to one short listed Prospective Purchaser, Referred to as "Prospective Buyer" (PB) after discussion.
- Copies of title documents, Drafts of Agreement for Sale (AFS) and Sale Deed handed over to PB.
- Above process steps to be completed by March 15, 2020



- Within 10 days of Provisional Offer Acceptance Letter, YES BANK LIMITED and PB to sign the AFS and simultaneously pay 20% of the final price agreed between YES BANK LIMITED and PB as interest free Earnest Money Deposit (EMD) by PB to YES BANK LIMITED vide DD/ Pay order only.
- Execution of AFS and deposit of EMD shall be concluded by PB on or before March 25, 2020.
- TEMD of remaining shortlisted Prospective Purchaser (except the second highest Prospective Purchaser) to be returned without interest within 15 working days after signing the AFS.



- PB to obtain any/all necessary clearances from any authorities, society, etc at his own cost & effort.
- PB to complete Legal due diligence and arrange for funds.

YES



No

YES BANK LIMITED to proceed with other identified Prospective Purchaser or invite fresh offers or terminate the process

- PB shall arrange for the Execution & registration of Sale Deed simultaneously of making the balance Sale Consideration to YES BANK LIMITED by DD/ Pay order only
- Last date for balance payment and signing of sale deed by March 31, 2020 or any such date that may be agreed between the parties
- YES BANK LIMITED will hand over vacant possession, keys and title papers to PB

Note: -- The above timelines are tentative in nature that are subject to change at the sole discretion of YES Bank LIMITED without prior notice.

### DISCLAIMER:

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Agreed and Accepted By: \_\_\_\_\_

## INVITATION TO PURCHASE: TERMS & CONDITIONS OF SALE

### Plot No. 7&8, Block-S, Green Park, New Delhi belonging to YES BANK LIMITED.

1. All offers for purchase of property shall be on an "AS-IS-WHERE-IS' BASIS" and "AS-IS-WHAT-IS' BASIS" and must be quoted in Indian Rupees for a lump sum price (*greater than the Reserve Price, as defined under Point No 2 below*) which shall not stand varied downwards for any reason whatsoever; including but not limited to, shortfall or excess in area of the property and outgoings payable, etc.
2. **Reserve price of the Property shall be INR 26,75,00,000 (Twenty Six Crore, Seventy Five Lacs only)**
3. All payments to be by Pay Order/ Demand Draft favoring "YES BANK LIMITED.", payable at New Delhi and drawn on a Nationalized Bank or any other bank acceptable to YES BANK LIMITED.
4. An interest free Token Earnest Money Deposit (TEMD) of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) to be paid by the Prospective Purchaser at the time of submission of offer.
5. Once the offer is submitted with the TEMD, the offer has to remain valid for a period of 3 months from the date of receipt of offer by YBL. The offer cannot be withdrawn or revised downwards by the Prospective Purchasers during the validity period. This period can be extended by prior written mutual agreement between YBL and the Prospective Purchaser/s, if so required. In case the Prospective Purchaser upon being identified as "Prospective Buyer" (PB) fails to proceed further with the sale process, YBL shall have the right to forfeit the TEMD unconditionally.
6. TEMD of those Prospective Purchasers who have not been short-listed will be returned without interest within 15 working days weeks from the last date of submission of their offers.
7. TEMD of those Prospective Purchasers (except the second highest Prospective Buyer) who have been short-listed initially, but have not been identified as PB will be returned without interest within 15 working days after signing the AFS with PB.
8. YES BANK LIMITED shall not be obliged to complete the sale in any manner.
9. Provisional Offer Acceptance letter will be issued to one shortlisted Prospective Purchaser, referred to as "Prospective Buyer" (PB).
10. At this stage, PB can receive copies of title documents on submission of a request letter in the format provided by YES BANK LIMITED. The shortlisted bidder / bidders will be required to give a written confirmation within 7 days that they are satisfied with YES BANK LIMITED title to subject property. In case the bidder/s upon being shortlisted and having confirmed its satisfaction to YES BANK LIMITED title to the subject property fail to proceed further with the sale process, YES BANK LIMITED shall have the right to forfeit the TEMD unconditionally.
11. The PB will have to pay such further sum, in addition to TEMD, by way of Interest Free Earnest Money Deposit (EMD) as is necessary to constitute 20% of the final offer by a Pay Order/ Demand Draft on executing of the Agreement for Sale (AFS) within 10 days from the Offer acceptance letter. Failure to comply with this, will amount to an automatic revocation of tentative acceptance and YES BANK LIMITED shall be at liberty to forfeit the TEMD of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) and thereafter proceed in such manner as they deem fit.

Agreed and Accepted By: \_\_\_\_\_  
(To be submitted along with the 'Offer Form')

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## INVITATION TO PURCHASE: TERMS & CONDITIONS OF SALE

12. It shall be the responsibility of the PB to obtain relevant clearances, if any from the society/Collector or any other Authority at his/her cost and effort (If Applicable). **Please note that the entire cost for obtaining the clearance including any fees, charges etc. demanded by the Society / Collector/Any other Authority will be borne and paid solely by the PB.** On or before March 30, 2020 (time being the essence), the sale shall be completed through execution of a Sale Deed after full stamp duty is paid and on payment of the balance sale consideration to YES BANK LIMITED. At the time of completion of the sale, the Buyer shall also be obliged to execute such other forms, applications and other writings in respect of the sale and transfer of the said premises. The Vacant possession, keys and title papers shall be handed over to the Buyer only on receipt of full payment by YES BANK LIMITED.
13. The sale deed/indenture after execution shall be registered by Buyer in the concerned sub-registrar's office at his own cost, expenses and effort. And it will be the sole responsibility of the Buyer to complete this formality within four months of completion of sale.
14. In the event clearance is not issued within the aforesaid timeframes by the Society / Collector or any other authority, YES BANK LIMITED reserves the right to cancel proceedings with the PB and either choose another Prospective Purchaser from the list and/or cancel the offer or invite fresh offer without giving any reason and explanation in its absolute discretion or withdraw the property from sale process without assigning any reason for the same. The PB will have no lien or right to enforce any specific performance on YES BANK LIMITED. In such a case, the TEMD without interest will be refunded by YES BANK LIMITED to the PB.
15. In case the PB is unable to arrange funds or retracts from the deal/delays full payment beyond the time stipulated (time being of essence) at each stage of the transaction, YBL will have full and unconditional right to cancel the offer and forfeit the full TEMD/EMD amount.
16. Charges towards obtaining Society's NOL / Collector's NOC (if applicable), stamp duty, registration, transfer charges, donations (if any) / contributions payable to the Society / Collector or any other charges payable on transfer/conveyance shall be borne by the PB.
17. YBL reserve the right to modify, extend timelines or terminate these proceedings at any time. The highest or any other offer will not necessarily be accepted, as acceptance is at the sole discretion of YBL.
18. Both parties to bear their own legal and real estate advisors/broker's cost.
19. Prospective Purchasers are free to verify any/all the above stated information.
20. TIME SHALL BE THE ESSENCE OF THE ENTIRE PROCESS.
21. All loose furniture, air conditioners etc., if any are not part of the sale.
22. Nothing herein contained constitutes any binding on, or commitment of, the Company unless a duly executed Sale Deed is signed by YBL and the PB.
23. At any stage during the offer process, YBL shall be free to terminate the entire process at its sole discretion, without any explanation and return the TEMD of all Prospective Purchasers without interest. Thereafter, YBL shall be at liberty to proceed as they deem fit.

We confirm our acceptance to the aforesaid terms and conditions

Name :

Signature :

Date : Place :

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## CONTACT DETAILS, INFORMATION AND LIMITATIONS

This brochure contains information that may be useful in preparing the Offer Form with respect to the purchase of the said premises. For additional details, please contact:

Abhishek Anand	: Mobile: + (91) 95829 70221 ;	Email : <a href="mailto:abhishek.anand6@yesbank.in">abhishek.anand6@yesbank.in</a>
Rajesh Jain	: Mobile: + (91) 98201 57130 ;	Email : <a href="mailto:rajesh.jain@yesbank.in">rajesh.jain@yesbank.in</a>
Paresh Mehtani	: Mobile: + (91) 95828 04811 ;	Email : <a href="mailto:paresh.mehtani@yesbank.in">paresh.mehtani@yesbank.in</a>

**YES BANK LIMITED,  
48, Nyaya Marg, Chanakyapuri, New Delhi, 110021**

- The prospective purchaser is invited to submit 1 copy of the "Offer Form" (as enclosed) indicating the purchase price along with their PAN card copy and provide adequate information on the profile of the purchaser.
- This enclosed Offer form should be submitted to Paresh Mehtani, President - Asset Reconstruction Management, YES Bank Ltd. at the address mentioned above.
- The purchase price indicated in The "Offer Form" would not be binding on YES BANK LIMITED but would serve as the primary criterion for short-listing applicants.

## LIMITATIONS / AS IS CONVEYANCE

The descriptions, information, photographs, and all other materials contained in this document or otherwise made available are provided by YES BANK LIMITED for information purposes only. No representations or warranties are made as to the accuracy or completeness of the information or material. Prospective purchasers are responsible for satisfying themselves, through whatever verification or Due Diligence process they deem necessary as to the accuracy and completeness of any information regarding the site or its potential at the stage they deem appropriate.

## CONFIDENTIALITY

Each party agrees to treat as confidential all information, which may at any time come into the possession of the other party, and which relates to any actual or proposed business activities, financial affairs, products, developments, customers and personal data and other information which may reasonable be regarded as confidential.

## PROCEDURE FOLLOWING REGISTRATION OF INTEREST

YES BANK LIMITED reserve the right to modify, extend timelines or terminate these proceedings at any time. The highest or any other offer will not necessarily be accepted, as acceptance is at the sole discretion of YES BANK LIMITED.

Agreed and Accepted By: \_\_\_\_\_  
(To be submitted along with the 'Offer Form')

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**OFFER FORM****TO: YES BANK LIMITED**

This refers to your advertisement/email/communication dated. .... 2020, regarding the sale of **Plot No. 7&8, Block-S, Green Park, New Delhi** belonging to YES BANK LIMITED on "AS-IS-WHERE-IS' BASIS" and "AS-IS-WHAT-IS' BASIS".

I/We, \_\_\_\_\_ hereby confirm that I/we have inspected the above property **Plot No. 7&8, Block-S, Green Park, New Delhi** & verified the details and have made adequate enquiries and hereby offer to purchase the same for a total sum of Rs. \_\_\_\_\_/- (Rupees. \_\_\_\_\_ Only) on an "AS-IS-WHERE-IS' BASIS" and "AS-IS-WHAT-IS' BASIS"

A copy of terms and conditions of sale duly accepted and Token Earnest Money Deposit of Rs.30,00,000/- (Rupees Thirty Lakhs Only) is also attached herewith vide DD/ Pay Order No \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank/ Branch payable at New Delhi in favor of "YES BANK LIMITED".

I/ We understand and accept that this offer will be binding on us subject to the Due Diligence.

\*Note: Prospective purchasers are free to verify any/all the above stated information.

Signed \_\_\_\_\_

**PROSPECTIVE PURCHASER's PROFILE:**

Name : \_\_\_\_\_

Company : \_\_\_\_\_ Designation: \_\_\_\_\_

Payment Mode : Self-Funded - Yes / No Bank Loan: Yes / No, if yes \_\_\_\_\_%

PAN No. : \_\_\_\_\_ (Individual Tax payers, please enclose Photocopy of PAN Card)

Address : \_\_\_\_\_

Mobile : \_\_\_\_\_ Res. Tel: \_\_\_\_\_

Email : \_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2020

Return all the previous four pages along with the Offer form duly signed to: Paresh Mehtani, Asset Reconstruction Management, YES BANK LIMITED, 48, Nyaya Marg, Chanakyapuri, New Delhi, 110021

**TO BE DELIVERED IN PERSON OR BY COURIER IN "SEALED ENVELOPES" TO THE ABOVE OFFICE OF YES BANK LIMITED, CHANAKYAPURI, NOT LATER THAN 5 P.M. ON 15<sup>th</sup> MARCH 2020.**

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