Annexure-III

GENERAL TERMS & CONDITIONS

(To be uploaded on e-auction portal for acceptance of bidder)

1. The plot will be used for the purposes it is auctioned i.e. commercial plots for commercial purposes, industrial plots for industrial purposes and likewise.
2. The plot will be auctioned on **'as is where is' basis**.
3. The bidder will be required to upload following documents at various stages:

A. For Registration as KYC compliance (No registration fees is required)

During online registration for KYC compliance the bidders will have to upload following documents:-

Features	**List of valid KYC Documents**
Individuals ➢ Legal name and any other names used	(i) Passport (ii) *PAN Card (iii) Voter's Identity Card (iv) Driving License (v) Identity Card (vi) *Adhar Card *Mandatory
Address	(i) Utility Bill like telephone, electricity (not older than 3 months) (ii) Bank account statement /Pass Book (iii) Ration Card (iv) Letter from employer (Subject to satisfaction of the Company) (v)Latest Rent / Leave & license agreement etc. (Any One)
Companies ➢ Name of the Company, Principal place of business ➢ Address of the company ➢ Identity of signatories	(i) Certificate of incorporation and Memorandum & Articles of Association (ii) Resolution of the Board of Directors to open an account and identification of those who have authority to operate the account (iii) Power of Attorney granted to its managers, officers or employees to transact business on its behalf (iv) PAN card (v) Any other officially valid document establishing proof of existence and address of the entity to the satisfaction of the Company (vi) Any officially valid document to identify the signatories(vii) Certificate of Commencement of Business (viii) BRN

Partnership firms ➢ Legal name and address ➢ Identity of all partners and their addresses ➢ Identity of signatories	(i) Registration certificate, if registered (ii) Partnership Deed (iii) Power of Attorney granted to a partner or an employee of the firm to transact business on its behalf (iv) Any officially valid document identifying the partners and the persons holding the Power of Attorney and their addresses (v) Proof of existence & proof of address of the firm (vi) BRN No. etc. (vii) PAN card of Firm or PAN Card of all Partners.
Trusts & foundations ➢ Identity of trustees, settlers, beneficiaries & signatories ➢ Identity and addresses of the founder, the managers / Directors and the beneficiaries ➢ Identity of signatories	(i) Certificate of registration, if registered (ii) Trust Deed (iii) Power of Attorney granted to transact business on its behalf (iv) Any officially valid document to identify the trustees, settlers, beneficiaries and those holding Power of Attorney, founders/managers/ directors and their addresses. (v)Resolution of the managing body of the foundation/association (vi) Any officially valid document establishing the proof of existence and proof of address of the entity to the satisfaction of the Company.(vii) BRN (viii) PAN Card of Trust

B. For participation in e-Auction (Plot wise)

i. The bidder will be required to deposit participation fees and earnest money online as mentioned in the advertisement.

ii. The registered bidder shall also be required requisite KYC documents and fill the project profile in Project Profile Form, the bidder can also download the project profile form and after fulfilling, he can upload the same.

4. It shall be the responsibility of the bidder(s) to inspect and satisfy themselves about the site position of the plot(s) and its measurements before submitting the E- Bid.

5. Allotment of plot will be made to the highest bidder on 99 years lease hold basis. The highest bidder for industrial plot will be required to submit the project report and other related documents for allotment

of the plot after issuance of offer letter related to acceptance of his/her bid.

6. The bid quoted by the highest bidder will be valid up-to the last day of the succeeding month i.e. by 30th or 31st as the case may be.

7. The Earnest Money Deposit (EMD) of the unsuccessful bidders will be refunded without any interest, cost or claim after the closure of the E-Auction or the extended period as decided by the RIICO. The refund of EMD of unsuccessful bidders shall be deposited in the same bank account which is specified by the bidder in the E-Auction form at the time of registration. RIICO shall not be responsible if incorrect/incomplete Bank details are furnished by the bidder in any manner. Further, EMD will not be non transferable to the other Bidder or any other property to be purchased by the same bidder through E-auction.

8. The Corporation reserves full right to accept or reject any bid(s) without assigning any reason.

9. The acceptance or rejection of the E-Auction by the Corporation of methodology adopted by the Corporation for the sale of land/plot on E-Auction platform shall not become a cause of action or ground to initiate any legal action before any court of law for obtaining any Order, Injunction, Direction etc. from the Hon'ble Court to stay the proceedings.

10. In the event of any dispute arising out of the E-Auction, such dispute would be subject to the Jurisdiction of the Civil Court within local limits of the land/plot, State of Rajasthan.

11. The Physical Possession of the plot shall be taken over by the allottee within the time period specified in RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time.

12. The allottee shall adhere *to* the provisions of the Rajasthan Stamps and Registration Act. The registration charges and stamp duty towards registration of Lease Agreement shall be borne by the allottee.

13. The allottee shall abide by the terms & conditions of RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time.

14. The allottee will follow the building regulations and parameters as prescribed for the particular use of the plot.

15. The applicable GST is leviable on the total Premium Amount for allotment of non-industrial plot for non-industrial use i.e. on allotment of plots other than industrial plot and same will be paid by the Bidder to the RIICO.

16. As per Income Tax proviso 194-IA a Transferee (Purchaser)/Bidder is responsible to deposit 1% TDS of immovable property which cost is 50 lacs or more than 50 lacs.

17. The bidder(s) shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidder(s).The bidder(s) shall not divulge either his bids or any other exclusive details of RIICO to any other party.

18. The decision of RIICO regarding declaration of successful bidder(s) shall be final and binding on all the bidder(s).

19. RIICO shall not have any liability to bidder(s) for any interruption or delay in access to the web-site irrespective of the cause.

20. RIICO is not responsible for any damages, including damages that result from, but are not limited to negligence. RIICO will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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