

The Authorised Officer (AO)

of

IDBI BANK LIMITED

**NPA Management Group,
E-1, First Floor, Videocon Tower,
Jhandewalan Extn. New Delhi.**

TENDER DOCUMENT

For

**Sale of Secured Assets mortgaged in
M/s Great Indian Nautanki Company Pvt Ltd**

Under the provisions of

**The Securitisation and Reconstruction of Financial Assets and
Enforcement of Security Interest Act, 2002**

and

The Security Interest (Enforcement) Rules, 2002

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I. Possession Notice



संशोधन एवं लेखा
सहायक प्रमुख, मुंबई
ए. ३, प्रेम नेशन एक्सप्रेस
फ्लोर, ११००५
मुंबई - ४०० ००५
फोन : २२२१८९१११, २२२१८९११२
फैक्स : २२२१८९११३

IDBI Bank Limited
Vidyanagar Tower, 18th Floor
A-3, Prem Neshan Express
Floor, 110005
Mumbai - 400 005
Phone : 222189111, 222189112
Fax : 222189113

POSSESSION NOTICE (For Immovable Property)

Whereas

The undersigned being the authorised officer of IDBI Bank Limited under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) and in exercise of the powers conferred under Section 13(12) read with rule 3 of Security Interest (Enforcement) Rules, 2002 issued a demand notice dated 25.11.2021, similarly the authorized officer of Bank of Baroda and HDFC Bank issued the demand Notices under Section 13 (2) read with rule 3 of Security Interest (Enforcement) Rules, 2002 on 13.02.2015 and 11.12.2015 respectively, calling upon the borrower M/s Great Indian Nautanki Company Pvt. Ltd. and its Directors/Guarantors i.e. Mr. Anand Sharma, Dr. Anu Appiah, Mr. Viraf Sarkari, Shri Sanjay Chaudhary, M/s Great Indian Tamasha Company Pvt Ltd, M/s SG Investments Pvt Ltd and M/s Wizard International Entertainment Pvt Ltd to repay the amount mentioned in the notices being Rs. 86,48,33,175.87 (Eighty six crore forty eight lakh thirty three thousand one hundred seventy five and eighty seven paise only) to IDBI Bank Ltd, Rs. 6,26,68,605.24 (Six crore twenty six lakh sixty eight thousand six hundred five and twenty four paise only) to HDFC Bank and Rs. 49,23,12,268.08 (Forty nine crore twenty three lakhs twelve thousand two hundred sixty eight and eight paise only) to Bank of Baroda within 60 days from the date of the receipt of the said notice.

The borrower having failed to repay the amount, notice is hereby given to the borrower and the public in general that the undersigned has taken possession of the property described herein below, in exercise of powers conferred on him under sub-section (4) of section 13 of Act read with rule 8 of the Security Interest (Enforcement) Rules, 2002 on this the 20th day of May of the year 2022 for and on behalf of the member banks.

The borrower in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of:


Sr. No	Bank	Amount Due	As on date
1.	IDBI	Rs. 92,69,29,017.87	01.05.2022
2.	HDFC	Rs. 6,26,68,605.24	30.11.2015
3.	BOB	Rs. 41,30,83,614.75	18.05.2022
Total		Rs. 140,26,81,237.86	

Together with Interest thereon, incidental charges, cost, expenses etc.

The borrower's attention is invited to provisions of sub section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.



20/5/2022

 IDBI BANK <small>संशोधन पिन: L6519089-02040014833</small>	आईडीबी बैंक लिमिटेड <small>Telephone: 011-4000011 4000004-0000004 4000003-0000003 4000002-0000002 4000001-0000001</small>	IDBI Bank Limited <small>Telephone: 011-4000011 4000004-0000004 4000003-0000003 4000002-0000002 4000001-0000001</small>
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DESCRIPTION OF THE PROPERTY

All that part and parcel of the property consisting of Survey No. 7/5 measuring 5 acres, Survey No. 7/4 measuring 8.80 acres, Survey No. 7/4 measuring 10 acres, Survey No. 4 measuring 1.30 acres, Survey No. 6 measuring 4.52 acres, Survey No. 7/1 measuring 67.62 acres and Survey No. 7/2 measuring 10 acres totalling measuring 107.24 acres situated at Village Peroor, Madikeri Taluk, District Kodagu under Ballanvati Mandal Panchayat in the state of Karnataka surrounded from the four sides as under:

On the North by: Road and Land with Survey No. 9 & 18.
 On the South by: Stream
 On the East by : Land with Survey No. 37/11.
 On the West by : Government Land

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

Date: 20.05.2022
 Place: Madikeri



20/5/2022
 Authorised Officer
 IDBI Bank Limited

पंजीकृत कार्यालय : आईडीबीआई टॉवर, इण्डिया टॉवर कॉम्प्लेक्स, कफा पार्क, मुंबई - 400 005 Website : www.idbibank.in
 stered Office : IDBI Tower, WTC Complex, Cuffs Parade, Mumbai - 400 005 Tel: 022-22189111, 66553355 Fax : 011-22180411 Website : www.idbibank.in

The above Notice was published in the following newspaper on: 22.05.2022

- The Hindu (English) and Udayavani (Kannada) - Entire Karnataka (including Bangalore, Mysore and Madikeri)
- Kannada Prabha (Kannada) – In Madikeri
- Financial Express (English) – In Delhi

3. The sale shall take place on the expiry of thirty days from the date of publication of this notice.
4. The Earnest Money Deposit – (EMD) will not carry interest. AO may retain EMD of top three bidders upto 3 months from the date of opening of the bids.
5. The AO may permit inter-se bidding among the top three bidders.
6. The successful bidder will be required to deposit 25% of the sale price (less the amount of EMD deposited) at the time of confirmation of sale. The balance amount of the sale price is to be paid within 15 days of the confirmation of the sale or such extended period as may be agreed to by the AO. In case of failure to deposit the balance amount within the prescribed period, the deposited amount shall be forfeited, including earnest money.
7. AO reserves the right to accept or reject any or all bids without assigning any reason(s). In case all the bids are rejected, the AO reserves the right to sell the assets by any of the modes as prescribed in the SARFAESI Act.
8. Sale is strictly subject to terms and conditions given in the Bid document. The Secured Assets mentioned in the Bid Document are based on the charges/mortgages created by the Borrower in favour of Secured Creditors, the details whereof are given in the bid document. Interested parties are requested to verify the details of the Secured Assets and inspect the records relating to mortgaged assets available with AO on request.
9. Secured creditors do not take responsibility for any errors/omissions/discrepancy/ shortfall etc in the secured Assets or for procuring any permissions etc or for the dues of any authority established by law.
10. The Secured Assets are being sold free from charges and encumbrances of Secured Creditors only.
11. The successful bidder would be required to bear all the necessary expenses like stamp duty, registration, expenses, tax liabilities, if any etc for transfer of secured asset.
12. The **Bid Document** can be obtained from **Shri Sanjeev Kumar Sirwalia, Authorised Officer, IDBI Bank Ltd., Videocon Tower, 1st Floor, Jhandewalan Extension, New Delhi – 110055 (T)+011-66083108, (M) 9781332901** free of charge and can also be downloaded from www.idbibank.com.
13. Interested parties may contact undersigned on: (T) 011-66083108, (M) 9781332901 (e-mail) sanjeev.kumar@idbi.co.in and/or Shri Sushil Kumar, Assistant General Manager on (T) 011-66083008, (M) 9871760444 (e-mail) sushil@idbi.co.in.
14. For e-auction support, contact Mr. Chintan Bhatt (T) 079-68136878, (M) 9978591888, (email: chintan.bhatt@auctiontiger.net, support@auctiontiger.net).

STATUTORY 30 DAYS NOTICE UNDER RULE 6(2), 8(6) OF THE SARFAESI ACT

The borrower/ guarantors are hereby notified to pay the sum as mentioned above along with up to date interest and ancillary expenses before auction, failing which the property will be auctioned/ sold and balance dues if any will be recovered with interest and cost.

Place: Madikeri
Date: 19.06.2022

Sd/-
Authorised Officer

The Public Notice for Sale was published in the following newspaper on: 19.06.2022

- d) The Hindu (English) and Udayavani (Kannada) - Entire Karnataka (including Bangalore, Mysore and Madikeri)
- e) Kannada Prabha (Kannada) – In Madikeri
- f) Financial Express (English) – In Delhi

III. BRIEF DESCRIPTION OF SECURED ASSETS

Property Description
<p>All that part and parcel of the property consisting of Survey No. 7/5 measuring 5 acres, Survey No. 7/3 measuring 8.80 acres, Survey No. 7/4 measuring 10 acres, Survey No. 4 measuring 1.30 acres, Survey No. 6 measuring 4.52 acres, Survey No. 7/1 measuring 67.62 acres and Survey No. 7/2 measuring 10 acres totalling measuring 107.24 acres situated at Village Peroor, Madikeri Taluk, District Kodagu under Ballamvati Mandal Panchyat in the state of Karnataka surrounded from the four sides as under:</p> <p>On the North by: Road and Land with Survey No. 9 & 18.</p> <p>On the South by: Stream</p> <p>On the East by : Land with Survey No. 37/11.</p> <p>On the West by : Government Land</p> <p>together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.</p>

IV.

1) OUTSTANDING DUES OF THE SECURED LENDER

Bank	Amount	As on date
IDBI Bank	Rs 92.69 crore	01.05.2022
HDFC Bank	Rs 6.26 crore	30.11.2015
Bank of Baroda	Rs 41.30 crore	18.05.2022
Total Dues	140.26 crore	

Together with Interest thereon, financial charges, cost, expenses etc.

V. TERMS AND CONDITIONS

1	The Authorised Officer (AO) exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 (hereinafter referred to as "the SARFAESI Act") is selling the assets/properties mentioned at Tender Document (hereinafter referred to as the 'Secured Assets'), after taking Physical possession of the assets under the provisions of the SARFAESI Act 2002 and the same are being sold free from charges and encumbrances of the secured lenders mentioned at the Tender Document.														
2	<p><u>Issue of Tender/ Offer / Bid Document</u></p> <p>The Tender Document along with Offer Form is available from 20.06.2022, can be obtained from Shri Sanjeev Kumar Sirwalia, DGM / Shri Brij Kishore Bilochi, AGM, IDBI Bank Ltd., NPA Management Group, E-1, First Floor, Videocon Tower, Jhandewalan Extn. New Delhi on any working day between 11 am to 5 pm from Monday to Saturday (Except 2nd and 4th Saturday).</p> <p>The bid document can also be downloaded from IDBI website (www.idbibank.in) and e-auction service provider https://idbi.auctiontiger.net.</p>														
3	<p>Details of Secured Assets offered for Sale/Reserve Price/EMD: (Rs. crore)</p> <p>Brief Description of Property:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 55%;">Property Description</th><th style="width: 15%;">Reserve price (Rs)</th><th style="width: 15%;">EMD @ 10% rounded off to nearest lakhs</th><th style="width: 15%;">Mortgagor</th></tr> </thead> <tbody> <tr> <td>All that part and parcel of the property consisting of Survey No. 7/5 measuring 5 acres, Survey No. 7/3 measuring 8.80 acres, Survey No. 7/4 measuring 10 acres, Survey No. 4 measuring 1.30 acres, Survey No. 6 measuring 4.52 acres, Survey No. 7/1 measuring 67.62 acres and Survey No. 7/2 measuring 10 acres totalling measuring 107.24 acres situated at Village Peroor, Madikeri Taluk, District Kodagu under Ballamvati Mandal Panchyat in the state of Karnataka surrounded from the four sides as under: On the North by: Road and Land with Survey No. 9 & 18. On the South by: Stream On the East by : Land with Survey No. 37/11. On the West by : Government Land together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.</td><td style="text-align: center;">Rs. 11.53 crore</td><td style="text-align: center;">Rs. 1.15 crore</td><td style="text-align: center;">M/s Great Indian Tamasha Company Pvt Ltd</td></tr> <tr> <td>Total</td><td style="text-align: center;">Rs. 11.53 crore</td><td style="text-align: center;">Rs. 1.15 crore</td><td></td></tr> </tbody> </table>			Property Description	Reserve price (Rs)	EMD @ 10% rounded off to nearest lakhs	Mortgagor	All that part and parcel of the property consisting of Survey No. 7/5 measuring 5 acres, Survey No. 7/3 measuring 8.80 acres, Survey No. 7/4 measuring 10 acres, Survey No. 4 measuring 1.30 acres, Survey No. 6 measuring 4.52 acres, Survey No. 7/1 measuring 67.62 acres and Survey No. 7/2 measuring 10 acres totalling measuring 107.24 acres situated at Village Peroor, Madikeri Taluk, District Kodagu under Ballamvati Mandal Panchyat in the state of Karnataka surrounded from the four sides as under: On the North by: Road and Land with Survey No. 9 & 18. On the South by: Stream On the East by : Land with Survey No. 37/11. On the West by : Government Land together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.	Rs. 11.53 crore	Rs. 1.15 crore	M/s Great Indian Tamasha Company Pvt Ltd	Total	Rs. 11.53 crore	Rs. 1.15 crore	
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Total	Rs. 11.53 crore	Rs. 1.15 crore													
4	The sale of Secured Asset is on “ <i>As is where is basis</i> ”, “ <i>As is what is basis</i> ”, <i>whatever there is Basis</i> ” and “ <i>without recourse basis</i> ”. The description of the immovable asset is based on the														

	<p>mortgages created by the Borrower/ guarantors with the secured lenders viz.: IDBI Bank Ltd, HDFC Bank and Bank of Baroda from time to time and the representations made by them. The AO does not take or assume any responsibility for any shortfall of the immovable/movable asset or for procuring any permission, from any authority etc. or for the dues of any authority established by law. It is expressly made clear that the AO/secured lenders do not take or assume any responsibility for any dues, statutory or otherwise, of M/s Great Indian Tamasha Company Pvt Ltd (Corporate Guarantor of M/s Great Indian Nautanki Company Pvt. Ltd) including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by the purchaser. All statutory liabilities / taxes / maintenance fee / electricity / water charges etc, outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder. Prospective bidders are advised to satisfy themselves regarding encumbrances, if any over the above property.</p>
5	<p><u>Inspection of assets</u></p> <p>The interested parties may inspect the asset at their own cost on July 16th 2022- Saturday from 12.00 PM to 3.00 PM in the presence of a representative of the AO available at the site to facilitate the inspection.</p>
6	<p><u>Due Diligence by the Bidders</u></p> <p>The interested parties may carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Asset. A bidder shall be deemed to have full knowledge of the condition of the asset, relevant documents, information, etc. whether the bidder actually inspects or visits or verifies or not.</p>
7	<p>The bidders shall be deemed to have inspected and approved the Secured Asset to their entire satisfaction and for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of the premises and details of movable assets and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abuttal's of the Secured Asset/property and that the bidder concurs or otherwise admits the identity of the Secured Asset/property purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the asset/property and its condition.</p>
8	<p>The Bidder shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of the Bid/Offer for submission and/or for carrying out due diligence, search of titles to the asset and matters incidental thereto or for any other purpose in connection with purchase of the Secured Asset under reference.</p>
9	<p><u>Submission of Tender/Offer</u></p> <p>The Bidder shall complete in all respects the Offer form(s) annexed to the Tender</p>

	<p>Document, and furnish the information called for therein and shall sign and mention the date on each of the documents in the space provided therein for the purpose. The Bidder shall sign each page of the Offer. Offers received for sale and / or accepted are not transferable.</p> <p>The Format for submission of Profile of the bidder are given in Chapter VI & VII respectively of this Tender Documents.</p> <p>The format Chapter VI is for Individuals and The format Chapter VII is for Company / Proprietorship / Partnership firms. Bidders may fill in only the form relevant to them.</p>
10	The Tender/Offer shall be signed by a person or persons duly authorized by the Bidder with the signature duly attested.
11	The Tender/Offer shall contain the full address, Telephone No., Fax No., e-mail-ID, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Offer.
12	The Tender/Offer form shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto.
13	<p><u>Last date for submission of Tender/Offer /Bid Document</u></p> <p>The interested parties may submit Tender / Offer / Bid Document duly filled and signed along with the required documents to Shri Sanjeev Kumar Sirwalia, DGM / Shri Brij Kishore Bilochi, AGM, IDBI Bank Ltd., NPA Management Group, E-1, First Floor, Videocon Tower, Jhandewalan Extn. New Delhi, <u>not later than 6:00 PM on July 22nd 2022</u>, in two sealed covers with one sealed cover containing a crossed A/c Payee Demand Draft/ Pay Order/ Banker's cheque drawn in favour of "IDBI Bank Ltd A/c Great Indian Nautanki Company Pvt. Ltd." issued by any Nationalised/ Scheduled Bank as Earnest Money Deposit(EMD) of respective amount according to the particulars of assets as mentioned above in Point 3 above , which shall be superscripted "EMD for Great Indian Nautanki Company Pvt. Ltd." and the other sealed cover containing the Bid/Tender Document superscripted "Bid/Tender Document – Great Indian Nautanki Company Pvt. Ltd".</p> <p><u>Remittance of EMD by way of RTGS</u></p> <p>Bidders who prefers to submit the EMD by way of RTGS, may remit the EMD amount in favour of IDBI Bank Limited, Account No. 12737000010806, IFSC Code: IBKL0000127, Branch : Videocon Tower , New Delhi. Such bidders must indicate RTGS UTR No., Amount remitted and date in the appropriate space in the Bid Forms.</p>
14	The bidders/representative of whose Tender/ Offer /Bid Document is complete in every

	<p>respect and whose Demand Draft/Pay Order/ Banker's cheque for EMD is found to be in order and /or remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time will be permitted in the e-auction process. IDBI Bank does not take any responsibility and will not entertain any complaint for any delay in transfer of funds by way of electronic mode. Form of Tender /Offer/ Bid, if found incomplete in any respect, shall be liable for outright rejection. Bidders, whose forms are found to be in order together with the EMD submitted by them, will be intimated by e-mail and contact number provided.</p>
15	<p><u>Registration with E-Auction Service Provider</u></p> <p>a. IDBI Bank Ltd. has appointed M/s Auction Tiger Ltd. as e-Auction Support Provider (e-ASP) for said sale.</p> <p>b. After scrutiny of bids and confirmation of the receipt of EMD as advised, AO would forward names and other details of eligible bidders to the M/s Auction Tiger Ltd. for initiating further process related to auction.</p> <p>c. Eligible bidders are required to be in touch with the M/s Auction Tiger Ltd. and submit following documents :-</p> <ol style="list-style-type: none"> Details of EMD i.e. details of RTGS sent to A.O. Self attested copy of Pan Card Self Attested valid Residential Proof (Voter Id card, Passport copy, Ration card, telephone bill, electric bill - any one) Self Attested valid e mail id and contact details (with alternate mobile/land line phone numbers) <p>d. After registration and satisfaction of KYC and other norms M/s Auction Tiger Ltd. would provide user id and password to the eligible bidders.</p> <p>e. After receiving the user-id / password from Auction Tiger Ltd., the bidders may request for training for e-Auction.</p> <p>f. After completion of e-Auction process, M/s Auction Tiger Ltd. would submit list of the bidders along with its bid amount to AO/IDBI Bank Ltd.</p> <p>g. Thereafter, AO would intimate the bidders accordingly.</p> <p>h. IDBI Bank Ltd./AO/ M/s Auction Tiger Ltd. provider will not be held responsible for any error occurred due to power failure / computer hardware or software error / network error etc. at the time of e-Auction.</p> <p>After receiving the user-id / password, in case any bidders feel the need for training/eauction support, such bidders may contact Shri Chintan Bhatt (T) 079-68136878, (M) 9978591888, (email: chintan.bhatt@auctiontiger.net, support@auctiontiger.net).</p> <p>i. Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither IDBI Bank nor the Service provider will be responsible for any lapses (Internet</p>

	<p>failure, Power failure, etc) on the part of the vendor, in such cases. In order to ward of such contingent situation, bidders are requested to make all the necessary/alternative arrangements such as backup power supply and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully</p>
16	<p><u>The e- auction day :</u></p> <p>The e-auction would be <u>held on July 27th 2022 at 11:00 AM to 3:00 PM</u>. The auction would be held with unlimited extensions of 5 minutes each, beyond 3 PM, if required. In case no further valid bids are received during the extended period, the last highest bid received would be treated as the successful bid and auction would be treated as closed/terminated.</p> <p><u>Increase in Bid Amount :</u></p> <p>It may be noted that increase in bid amount, if any, during the e-auction period shall be in multiple of <u>Rs. 5 lakh</u>.</p> <p>Increase in bid amount below the above said multiples will be rejected.</p> <p>First bid should be of at least equal to Reserve Price or increment(s) over the Reserve Price in multiples as above. However in case of a single bid, the bidder should bid with one increment above the Reserve Price otherwise the consent of the borrower/mortgagor should be required before confirmation of Sale in favour of Successful bidder</p>
17	<p>AO reserves the right to retain the EMD of top three bidder's up to two months from the date of e-auction and the amount of EMD will not carry any interest. The Bids so retained will be valid for two months from the date of e-auction or till further extension of time as may be approved by the AO. The EMD of other bidders will be returned within 7 days from the date of e-auction.</p>
18	<p><u>Payment of Sale Price</u></p> <p>The successful bidder would be informed in writing about the acceptance of his/her bid/offer by the AO and will be required to deposit 25% of the sale price (less the amount of EMD) immediately from the date of valid communication intimating acceptance of his/her bid, by crossed A/c Payee Demand Draft/Pay Order/ Banker's Cheque drawn in favour of "IDBI Bank Ltd.-A/c M/s Great Indian Nautanki Company Pvt. Ltd" payable at Delhi issued by any Nationalised Bank/ Scheduled Bank or by way of RTGS in favour of IDBI Bank Limited, Account No. 12737000010806, IFSC Code: IBKL0000127, Branch : Videocon Tower , New Delhi.</p> <p>The balance amount of the sale price shall have to be paid within 15 days of the date of valid communication intimating acceptance of his/her bid or on or before August 11th, 2022 by way of crossed A/c Payee Demand Draft/Pay Order/ Banker's Cheque drawn in favour</p>

	of " IDBI Bank Ltd. - A/c Great Indian Nautanki Company Pvt. Ltd " payable at Delhi issued by any Nationalised Bank/Scheduled Bank or by way of RTGS in favour of IDBI Bank Limited, Account No. Account No. 12737000010806, IFSC Code: IBKL0000127 , Branch : Videocon Tower , New Delhi
19	In case the successful bidder fails to deposit 25% of the sale price within the above stipulated time, the AO shall forfeit the EMD and if the successful bidder backs out after paying 25% of the sale price, then AO shall forfeit the 25% of the sale consideration so deposited including the EMD.
20	The defaulting successful bidder shall forfeit all claims to the assets or to any part of the sum for which it may be subsequently sold.
21	In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the AO reserves the right to resell the assets to the second/third highest bidder in the above manner, who shall also be treated as the successful bidder.
22	On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue Certificate of Sale for the movable and immovable assets in favour of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002.
23	The successful Bidder shall, after making full payment of sale price within 15 days of acceptance of bid/offer or such extended period as may be granted by the AO, in any case not extended beyond two months at his sole and absolute discretion, arrange to take possession of the Secured Assets immediately thereafter. <u>It is explicitly stated that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the Secured Assets.</u> In case the successful bidder fails to take possession of the secured assets as stated above, the AO reserves the right to revoke the sale confirmed in his/her favour, forfeit the entire amount paid by the successful bidder and go for re-bidding or sell the secured assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty. In such an event, the original successful bidder shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.
24	The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, etc. for transfer of assets in his/her name. It is expressly stipulated that there are no implied obligations on the part of the AO or the secured lenders and it shall be solely the obligation of the successful Bidder, at his/her cost, to do all acts, things and deeds whatsoever for the completion of the sale including payment of all statutory liabilities / municipal cess/ housing society tax / maintenance fee / electricity / water charges etc.

	outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder to get the assets transferred in his/ her/ their name. IDBI Bank does not take any responsibility to provide information on the same.
25	The submission of the Bid/Offer means and implies that the Bidder/Offerer has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Bid/Offer laid down herein.
26	The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/her under these conditions is and shall be deemed to be of the essence.
27	In the event of IDBI Bank's office remaining closed on the day of opening the bid for any unforeseen reason, the auction shall take place on the next working day of IDBI Bank Ltd. at 11:00 A.M.
28	<u>General Terms and Conditions</u> The AO shall 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.
29	The entire procedure of e-auction, the sequence of inter-se bidding etc. shall be at the sole and absolute discretion of the AO and the intending bidders shall have no right whatsoever to object to the same.
30	The AO reserves the right and liberty to accept/reject any or all the Bids/Offeres and also reserves the right to cancel the entire sale process without assigning any reasons. In case all the bids are rejected or the successful bidder fails to make payments as required in the Bid Document or withdraws his/her bid, the AO, at his sole and absolute discretion, reserves the right to go for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty and the Bidders shall have no right to object to the same.
31	In the event the said sale in favour of the bidder is not confirmed by AO, otherwise than on account of the wilful default of the bidder or if the sale is set aside by an order of the Court/Tribunal, then in that event the sale shall be void and the bidder shall, in that event be entitled only to receive back his/her Earnest Money Deposit (EMD) or purchase money as the case may be, but without interest, and the bidder shall not be entitled to be paid his costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her.
32	Notwithstanding anything stated elsewhere in this Tender Document, the AO reserves the right to call off the sale process at any point of time without assigning any reasons.
33	Particular specified in schedule above has been stated to the best of the information of the

	Authorized officer/Bank. Authorized Officer and/or Bank will not be answerable for any error, mis-statement or omission in this Public Notice.
34	<p><u>Jurisdiction</u></p> <p>All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in New Delhi/Delhi shall have the exclusive jurisdiction to entertain /adjudicate such disputes.</p>
35	<p>Where the sale price of the property is Rs.50.00 lacs and above, the auction purchaser has to deduct 1% of the sale price as TDS in the name of the seller of the property and remit to Income Tax Department as per Sec.194 IA of Income Tax Act and only 99% of the sale price has to be remitted to the Bank. The Sale Certificate will be issued only on receipt of Form No.26QB and challan for having remitted the TDS. Certificate of TDS on Form 16B to be submitted to the Bank subsequently.</p>
36	<p>Tenderer (s) must ensure the following while submitting the tender:</p> <p>A. THAT THE TENDER SHOULD BE FILLED IN THE FORMAT OF THE TENDER BID ENCLOSED AT ANNEXURE- VI-IX.</p> <p>B. COPY OF THE PAN CARD OF THE PERSON BIDDING AND IF IT IS A COMPANY/FIRM THEN COPY OF THE PAN CARD OF COMPANY/FIRM.</p> <p>C. COPY OF CERTIFICATE OF INCORPORATION OF THE COMPANY/FIRM.</p> <p>D. BOARD RESOLUTION OF THE COMPANY/FIRM AUTHORISING THE PERSON/PARTNER TO FILE BID FOR THE ASSET AND COPY OF THE IDENTITY PROOF OF THE SAID PERSON/PARTNER.</p> <p>E. THAT EVERY PAGE OF THE TENDER DOCUMENT IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER AND DOCUMENTS SUBMITTED SHALL BE DULY ATTESTED.</p> <p>F. THAT ALL ALTERATION, ERASURES AND OVER WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE TENDERER'S SIGNATURE.</p>

VI. BRIEF DETAILS OF TENDER/OFFER DOCUMENT

TENDER/OFFER FORM FOR PURCHASE OF SECURED ASSETS OF M/s. Great Indian Nautanki Company Pvt. Ltd.

1	Issue of Bid/Offer Document	:	The Tender/Offer Document can be obtained from Shri Sanjeev Kumar Sirwalia, DGM / Shri Brij Kishore Bilochi, AGM, IDBI Bank Ltd., NPA Management Group, E-1, First Floor, Videocon Tower, Jhandewalan Extn. New Delhi on any working day. The Tender/Offer/ Document can also be downloaded from IDBI Bank website www.idbibank.in and https://idbi.auctiontiger.net
2	Cost of the Tender/Offer Document	:	Free
3	Last Date and time for submission of Tender Document together with EMD	:	July 22nd, 2022 till 6:00 PM
4	Place, Date and time of E-Auction	:	Place : https://idbi.auctiontiger.net Date: July 27th 2022 from 11.00 A.M. to 3.00 P.M. With unlimited extensions of 5 minutes each, if required.

* * *

**VII. FORMAT FOR SUBMISSION OF
PROFILE OF THE BIDDER- INDIVIDUAL**

For purchase of secured asset/ property mortgaged in A/c Great Indian Nautanki Company Pvt. Ltd.

Details of the Lot bid for:

(To be filled and submitted by the Bidder/Offerer)

1	a) Full Name of the Bidder/Offerer (in Block letters)	:	
	b) Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:	
	c) Mobile Nos.	:	
	d) E-mail ID	:	
2	Brief particulars of business (if any)	:	
3	Relationship, if any, the Bidder/Offerer has with any employee of IDBI Bank Ltd.	:	
4	Name and particulars of the Company/Firm/Person in whose name the Secured Asset/property is to be purchased	:	
5	Details of Tender Document	:	
	i) Form No.	:	
6	Details of Earnest Money Deposit	:	
	i) Demand Draft No. / Pay Order No.	:	
	ii) Date of Demand Draft / Pay Order	:	
	iii) Name of the issuing Bank and Branch	:	
	Bidders who prefer to submit the EMD by way of RTGS, must indicate RTGS UTR No., amount remitted and date		
	RTGS UTR NO.	:	
	Amount remitted	:	
	Date	:	

7	Income Tax Permanent Account Number(s) (PAN) of Bidder /Offerer	:	
	<u>Details of Offer</u>		
8	Bank account details(In case of refund)		Account Name: Account Number: IFSC Code: Bank Name & Branch:

* Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them. I/We also undertake to improve my/our bid by one bid incremental value notified in the sale notice/bid document if I/We am/are the sole bidder.

Signature of the duly authorised official of the Bidder/Offerer

Name and Designation of the Authorised Signatory

Place :

Date :

**VIII. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER
COMPANY/ PARTNERSHIP/ PROPRIETORSHIP**

For purchase of secured asset/ property mortgaged in A/c Great Indian Nautanki Company Pvt. Ltd.

Details of the Lot bid for:

(To be filled and submitted by the Bidder/Offerer)

1.	a) Name of the Company/ Firm/ Party (in Block letters)	
	b) Complete Registered Address	
	c) Complete Correspondence Address with PIN Code, Telephone Nos. Fax Nos. Website, etc.	
2.	Date of Incorporation	
3.	Constitution (Private/Public/Joint)	
4.	Name of Chairman	
5.	Name of Managing Director / Partners	
6.	Board of Directors	a)
		b)
		c)
		d)
		e)
		f)
7.	Income tax PAN No. (attested copy of PAN card of the company to be attached)	
8.	Date of Last Income Tax Return (Enclose copy of last 3 years' Income Tax clearance certificate)	
9	a) Full Name of the Authorised Person to carry out e- auction on behalf of the company/firm /party (in Block letters) (Original Authorised letter to be attached to carry out the e-auction process)	:
	b) Complete Postal Address of the Authorised person with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:
	c) Mobile Nos.	
	d) E-mail ID	
10	Designation of the Authorised Person	:

11	Relationship, if any, the Bidder/Offerer has with any employee of IDBI Bank Ltd.	:
12	Details of Tender Document	
	<i>i)</i> Form No.	
13	Details of Earnest Money Deposit(EMD)	
	<i>ii)</i> Demand Draft No. / Pay Order No.	
	<i>iii)</i> Date of Demand Draft / Pay Order	
	<i>iv)</i> Name of the issuing Bank and Branch	
	Bidders who prefers to submit the EMD by way RTGS, must indicate RTGS UTR No., Amount remitted and date.	
	RTGS UTR No.	
	Amount Remitted	
	Date	
	Details of offer	
14	Income Tax Permanent Account Number(s) (PAN) of the Authorised person	:
15	Bank Account details(In case of refund)	Account Name: Account Number: Bank Name & Branch: IFSC Code:

* Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature:

Name of the Authorised Person :

Designation :

Company Seal

All authorizations should be annexed to this form.

IX. FORM OF APPENDIX TO THE BID/OFFER
(DECLARATION BY THE BIDDER)

(ON STAMP PAPER OF Rs.100/-)

FORM OF BID/OFFER

(Note: This Appendix forms part of the Bid/Offer)

To,
Shri Sanjeev Kumar Sirwalia,
Deputy General Manager,
IDBI Bank Ltd.,
NPA Management Group,
E-1, First Floor, Videocon Tower,
Jhandewalan Extn.
New Delhi 110055

Sir,

For purchase of secured asset/ property mortgaged in A/c Great Indian Nautanki Company Pvt. Ltd.

Details of the Secured Asset:

1 Having fully examined and understood the terms and conditions of the Tender Document and condition and status of the Secured Asset/property, I/We offer to purchase the said Secured Asset strictly in conformity with the terms and conditions of this Tender/Offer Document.

2 I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Tender/Offer and acquire the Secured Asset/property. Should I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.

I/We further understand that if my/our Bid/Offer is accepted, should I/we fail to deposit the balance amount of 75% of the sale consideration (after having paid 25% of the sale consideration) by the stipulated date, the said amount of 25% of the sale consideration (including Earnest Money Deposit) or any further amount/s paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Bid Document.

I/We further understand that if my/our Bid/Offer is accepted, after making full payment of the sale price within 15 days of acceptance of bid/offer or such extended period as may be granted by the AO, in any case not extended beyond two months at his/her sole and absolute discretion, I/we shall arrange to take possession of the secured assets within a maximum of 30 days. I/We understand that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the secured assets. We further understand that in the event I/We fail to take possession of the Secured Assets as stated above, the AO reserves the right to revoke the sale confirmed in my/our favour and forfeit the entire amount paid by the successful bidder and go for re-bidding or sell the Secured Assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty. In such an event, I/We shall have no claims on the Secured Assets or to any amount /s for which it may be subsequently sold.

- 3 I/We clearly understand and accept that the Authorised Officer or the secured lenders do not take or assume any responsibility for procuring any permission or payment of any dues, statutory or otherwise, of **M/s Great Indian Nautanki Company Pvt. Ltd** (Borrower) including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by me/us in case my/our Bid/offer is accepted.
- 4 I/We understand that you are not bound to accept the highest or any Bid/Offer you may receive. Further, I/we will not raise any objection in case the Authorised Officer goes for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty.
- 5 I/We understand that time is the essence for completing the acquisition formalities of the Secured Asset/property and I/we agree and undertake to abide by it.
- 6 I/We also enclose a Demand Draft/Pay Order/ Bankers Cheque of value Rs _____ (Lot Wise as applicable) towards Earnest Money Deposit (EMD) in the name of "IDBI Bank Ltd.- **A/c Great Indian Nautanki Company Pvt. Ltd**" payable at Delhi

Or

I/ We have remitted amount Rs. _____ (Lot Wise as applicable) towards Earnest

Money Deposit (EMD) to IDBI Bank Ltd by way of RTGS amount in favour of IDBI Bank Limited, Account No. 12737000010806, IFSC Code: **IBKL0000127**, Branch : Videocon Tower , New Delhi

- 7 We understand that the EMD will not carry any interest.
- 8 We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Tender/Offer document can be summarily rejected.

Place : _____
Dated . _____

Signature in the capacity of
duly authorised to sign Bid/Offer for and on behalf of

(Name and address of the Bidder/Offerer)
(IN BLOCK CAPITALS)

WITNESS :

Signature :

Name & Address :

Occupation :
