



The Authorised Officer (AO)

of

Consortium of IDBI BANK LIMITED and INDIAN BANK (ERSTWHILE  
ALLAHABAD BANK)

IDBI Bank Ltd, NMG, 4<sup>th</sup> Floor  
44 Shakespeare Sarani  
Kolkata – 700017  
West Bengal

**BID DOCUMENT**

For

SALE OF LAND AND BUILDING/SHEDS OF M/S RIJU CEMENT LIMITED,  
BORROWER SITUATED AT MOUZA – SORPI, POLICE STATION –FARIDPUR,  
DURGAPUR, WEST BURDWAN, WEST BENGAL

Under

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

&

The Security Interest (Enforcement) Rules, 2002

Dated: 17-09-2022

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**IMPORTANT DATES & INFORMATION:**

<b>Bid Increase Amount</b>	<b>By Rs 10,000/-</b>
<b>Date of Inspection</b>	<b>October 11, 2022 to October 12, 2022 From 11 a.m. to 4 p.m.</b>
<b>Last Date of submission of Bid along with EMD &amp; KYC documents</b>	<b>October 18, 2022 Till 04.00 p.m.</b>
<b>Date of e –auction/ Time of e – Auction</b>	<b>October 20, 2022 From 11.00 a.m. to 01.00 p.m.</b>

I. Public Notice for Sale published in the newspapers



IDBI Bank Ltd, NMG, 44, Shakespeare Sarani, 4<sup>th</sup> Floor, Kolkata-700017  
Website:- [www.idbi.com](http://www.idbi.com), CIN – L65190MH2004GOI148838

**PUBLIC NOTICE FOR SALE THROUGH e-AUCTION**

**SALE OF IMMOVABLE ASSETS OF M/S RIJU CEMENT LIMITED (BORROWER) SITUATED AT MOUZA – SORPI, J. L. NO- 35, KHATIAN NO.2289, 2290, 2084 AND 2085, K.R.KHATIAN NO. 1363, DAG NO.68 (142 SATAK) AND 69 (42 SATAK), B.L AND L.R.O DURGAPUR, POLICE STATION – FARIDPUR, ICHAPUR GRAM PANCHAYET, DISTRICT- WEST BURDWAN, WEST BENGAL along with Building/Sheds and all singular structures and erections thereon.**

The undersigned being the Authorized Officer (AO) of the Consortium of IDBI Bank Ltd. (IDBI) and Indian Bank (erstwhile Allahabad Bank) invites Bids/Offeres through ONLINE e-AUCTION for sale of the following assets of M/s Riju Cement Limited, Borrower under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with the Security Interest (Enforcement) Rules, 2002, possession whereof has been taken by the AO, Consortium of IDBI Bank Ltd. (IDBI) and Indian Bank (erstwhile Allahabad Bank) on October 13, 2017.

**1 Brief Description of Property:**  
**Immovable assets of M/s Riju Cement Limited**  
All that piece and parcel of land measured an area about 184 satak at District West Burdwan, Police Station - Faridpur, Ichapur Gram Panchayet, Mouza-Sorpi, J.L No. 35, Khatian No.2289, 2290, 2084 and 2085, K.R Khatian No.1363, Dag No.68 (142 Satak) and 69 (42 Satak), B.L and L.R.O Durgapur (owned by Riju Cement Ltd) and which is bounded as follows:  
On the East by : By Eastern Electron Carbon Factory  
On the West by : By vacant land.  
On the South by : By vacant land.  
On the North by : By 25 Ft. wide Ukhra-Madhaiganj Pacca Road.  
together with buildings, all and singular structures and erections thereon, both present and future.

**2** The outstanding dues of IDBI Bank Ltd. as on **01.04.2014** stand at **Rs. 9,41,80,415.50** (Rupees Nine Crore Forty One Lakh Eighty Thousand Four Hundred Fifteen and Paise Fifty only) plus further interest & charges thereon w.e.f. 02.04.2014.  
The outstanding dues of Indian Bank (erstwhile Allahabad Bank) as on **30.06.2015** stands at **Rs.13,71,15,950.00/-** (Rupees Thirteen Crore Seventy One Lakh Fifteen Thousand Nine Hundred and Fifty only) plus further interest & charges thereon w.e.f. 01.07.2015.

**3** The sale of secured assets proposed to be made is as under:-

Reserve Price	Earnest Money Deposit (EMD)	Date of Inspection	Last date of submission of sealed Bid along with EMD & KYC documents	Date and Time of e-auction.
Rs. 1,30,00,000/-	Rs.13,00,000/-	11-10-2022 to 12-10-2022 From 11 a.m. to 4 p.m.	18-10-2022 Till 04.00 p.m.	20-10-2022 From 11.00 a.m. to 01.00 p.m.

**4** (a) The sale would be conducted on e-auction platform at website [https:// www.bankeauctionwizard.com](https://www.bankeauctionwizard.com) through e-auction service provider M/s Antares System Limited.  
(b) The interested bidders shall submit their bid along with EMD and KYC documents (PAN Card and address proof). On receipt of the EMD (Without interest), bidders shall receive user id/password on their valid email from the e-auction service provider M/s Antares Systems Limited  
(c) The property is proposed to be sold on “**as is where is basis**”, “**as is what is basis**”, “**whatever there is basis**” and “**no recourse basis**”. The AO will not take responsibility for any dues, statutory or otherwise outstanding as on date and yet to fall due, including dues that may affect transfer of property in the name of the purchaser and such dues, if any, will have to be borne by the purchaser. Bank does not take any responsibility to provide information on the same.  
(d) For detailed procedure, terms and conditions of auction process, intending bidders may obtain **Bid document** from the AO, IDBI Bank Ltd., NMG Department, 4<sup>th</sup> Floor, 44, Shakespeare Sarani, Kolkata 700017 from **17-09-**

**2022 to 15-10-2022** on any working day between 11:00 a.m. and 4:00 p.m.

- (e) The **Bid document** can also be downloaded from IDBI website ([www.idbi.com](http://www.idbi.com)) and <https://www.bankeauctionwizard.com>.
- (f) The interested bidders may contact the Authorised Officer, Smt Minky Pramanik on (T) 033-66557707, email: [minky.pramanik@idbi.co.in](mailto:minky.pramanik@idbi.co.in) and/or Shri Niraj Kumar at (T) 033-66557718, email: [nirajkumar@idbi.co.in](mailto:nirajkumar@idbi.co.in) or enforcement agent Fund's Care.: Contact Person: Shri. Umesh Singh, 8340239153. For e-auction support, please contact: <https://www.bankeauctionwizard.com>, Mr. Manohar S at 9686196755, email id: [manohar.s@antaressystems.com](mailto:manohar.s@antaressystems.com) .(For other terms and conditions and details of known encumbrances, please refer to IDBI Bank website ([www.idbi.com](http://www.idbi.com)) and <https://www.bankeauctionwizard.com>
- (g) This is also a notice to the borrower(s) / Guarantor(s)/ Mortgagor(s) of the said loan, u/s 9(1) of the rules of the said act, about holding of e-auction sale of the above mentioned properties on the above mentioned date, requesting their presence.

**Date: 16-09-2022**

**Place: Kolkata**

**Sd/-**

**Authorised Officer**

**Consortium of IDBI Bank Ltd (IDBI) and Indian Bank (erstwhile Allahabad Bank)**

The above sale notice was published in the following newspapers on **16-09-2022**.

- i) Business Standard (English) – West Bengal edition with circulation in West Bengal
- ii) Aajkaal (Bengali) – West Bengal edition with circulation in West Bengal

## II. BRIEF DESCRIPTION OF SECURED ASSETS

### Immovable property

Property Description.	Reserve Price (Rs)	Earnest Money Deposit (Rs)
All that piece and parcel of land measured an area about 184 satak at District West Burdwan, Police Station –Faridpur, Ichapur Gram Panchayet, Mouza-Sorpi, J.L No. 35, Khatian No.2289, 2290, 2084 and 2085, K.R Khatian No.1363, Dag No.68 (142 Satak) and 69 (42 Satak), B.L and L.R.O Durgapur (owned by Riju Cement Ltd) and which is bounded as follows : On the East by : By Eastern Electron Carbon Factory On the West by : By vacant land. On the South by : By vacant land. On the North by : By 25 Ft. wide Ukhra-Madhaiganj Pacca Road. Together with buildings, and all and singular structures and erections thereon	Rs.1,30,00,000/-	Rs.13,00,000/-

## III. OUTSTANDING DUES OF THE SECURED LENDERS

The outstanding dues of IDBI Bank Ltd. as on **01.04.2014** stand at **Rs. 9,41,80,415.50** (Rupees Nine Crore Forty One Lakh Eighty Thousand Four Hundred Fifteen and Paise Fifty only) plus further interest & charges thereon w.e.f. 02.04.2014.

The outstanding dues of Indian Bank (erstwhile Allahabad Bank) as on **30.06.2015** stands at **Rs.13,71,15,950.00/-** (Rupees Thirteen Crore Seventy One Lakh Fifteen Thousand Nine Hundred and Fifty only) plus further interest & charges thereon w.e.f.01.07.2015.

#### IV. TERMS AND CONDITIONS

1	<p>The Authorised Officer (AO) of Consortium of IDBI Bank Ltd (IDBI) and Indian Bank (erstwhile Allahabad Bank), exercising the powers under the Securitization 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 item No. II of the Tender Document (hereinafter referred to as the ‘Secured Assets’) and the same are being sold on “<i>As is where is</i>”, “<i>As is what is &amp; whatever there is</i>” and “<i>without recourse</i>” basis.</p>						
2.	<p><b>Issue of Tender/ Offer / Bid Document</b></p> <p>The Bid Document along with Offer Form is available free of cost from <b>17-09-2022 to 15-10-2022</b> which can be obtained from <b>Smt Minky Pramanik, Deputy General Manager</b>, or from <b>Shri Niraj Kumar, Manager</b>, IDBI Bank Ltd., 4<sup>th</sup> floor, 44, Shakespeare Sarani, Kolkata-700017 on any working day between 11.00 am to 4.00 pm.</p> <p>The bid document can also be downloaded from IDBI's website (<a href="http://www.idbi.com">www.idbi.com</a>) and e-Auction service providers website <a href="https://www.bankeauctionwizard.com">https://www.bankeauctionwizard.com</a>.</p>						
3.	<p><b>Reserve Price :</b></p> <table border="1" data-bbox="212 1025 1436 1727"> <thead> <tr> <th data-bbox="212 1025 874 1111"><b>Property Description.</b></th> <th data-bbox="874 1025 1141 1111"><b>Reserve Price (Rs)</b></th> <th data-bbox="1141 1025 1436 1111"><b>Earnest Money Deposit (Rs)</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="212 1111 874 1727"> <p>All that piece and parcel of land measured an area about 184 satak at District West Burdwan, Police Station –Faridpur, Ichapur Gram Panchayet, Mouza-Sorpi, J.L No. 35, Khatian No.2289, 2290, 2084 and 2085, K.R Khatian No.1363, Dag No.68 (142 Satak) and 69 (42 Satak), B.L and L.R.O Durgapur (owned by Riju Cement Ltd) and which is bounded as follows :</p> <p>On the East by : By Eastern Electron Carbon Factory</p> <p>On the West by : By vacant land.</p> <p>On the South by : By vacant land.</p> <p>On the North by : By 25 Ft. wide Ukhra-Madhaiganj Pacca Road.</p> <p>Together with buildings, and all and singular structures and erections thereon</p> </td> <td data-bbox="874 1111 1141 1727">Rs. 1,30,00,000/-</td> <td data-bbox="1141 1111 1436 1727">Rs. 13,00,000/-</td> </tr> </tbody> </table>	<b>Property Description.</b>	<b>Reserve Price (Rs)</b>	<b>Earnest Money Deposit (Rs)</b>	<p>All that piece and parcel of land measured an area about 184 satak at District West Burdwan, Police Station –Faridpur, Ichapur Gram Panchayet, Mouza-Sorpi, J.L No. 35, Khatian No.2289, 2290, 2084 and 2085, K.R Khatian No.1363, Dag No.68 (142 Satak) and 69 (42 Satak), B.L and L.R.O Durgapur (owned by Riju Cement Ltd) and which is bounded as follows :</p> <p>On the East by : By Eastern Electron Carbon Factory</p> <p>On the West by : By vacant land.</p> <p>On the South by : By vacant land.</p> <p>On the North by : By 25 Ft. wide Ukhra-Madhaiganj Pacca Road.</p> <p>Together with buildings, and all and singular structures and erections thereon</p>	Rs. 1,30,00,000/-	Rs. 13,00,000/-
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4	<p>The sale of Secured Assets is on “<i>As is where is</i>”, “<i>As is what is &amp; whatever there is</i>” and “<i>without recourse</i>” basis. The description of the immovable properties is based on the mortgages created by the Borrower with the secured lenders from time to time and the representations made by them. The AO does not take or assume any responsibility</p>						

	<p>for any shortfall of the immovable assets or for procuring any permission, etc. or for the dues of any authority established by law. The purchaser shall bear the applicable stamp duties/additional stamp duty/transfer charges, fee etc. and all statutory liabilities charges for conveyance/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. It is expressly made clear that the AO / Bank do not take any responsibility to provide information on the same. The AO / Bank does not take or assume any responsibility for any dues, statutory or otherwise, of <b>M/s Riju Cement Limited</b> or Mortgagor/Guarantor 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.</p>
<b>5</b>	The amount of EMD paid by the interested bidders shall carry no interest.
<b>6</b>	<p><b><u>Inspection of assets</u></b></p> <p>The interested parties may inspect the assets at their own cost between <b>11.00 a.m. and 4.00 p.m.</b> on the assigned date (October 11, 2022 to October 12, 2022) in the presence of a representative of the AO available at the site to facilitate the inspection.</p>
<b>7</b>	<p><b><u>Due Diligence by the Bidders</u></b></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 Assets. A bidder shall be deemed to have full knowledge of the condition of the assets, relevant documents, information, pending litigations (if any) etc. whether the bidder actually inspects or visits or verifies or not.</p>
<b>8</b>	To the best of knowledge and information of Bank /Authorized Officer no other encumbrances exists on the stated properties/assets. However, prospective bidders may peruse the copies of title deeds available with Bank with prior appointment and also carry out their own enquiries to satisfy themselves regarding encumbrances, if any over the above properties/assets.
<b>9</b>	The bidders shall be deemed to have inspected and approved the Secured Assets 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 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 abutments of the assets/properties and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/properties and their condition.
<b>10</b>	The Bidder shall not be entitled to receive re-imbusement 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 assets and matters incidental thereto or for any other purpose in connection with purchase of the assets under reference.
<b>11</b>	<p><b><u>Submission of Tender/Offer</u></b></p> <p>The Bidder shall complete in all respects the Offer form(s) annexed to the Tender Document, and furnish the information called for therein and <b>shall sign and date each of the documents</b> in the space provided therein for the purpose. <b>The Bidder shall initial each page of the Offer.</b> 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 V &amp; VI respectively of this Tender Documents.</p> <p><b>The format Chapter V is for Individuals and</b></p> <p><b>The format Chapter VI is Company / Proprietorship / Partnership firms.</b></p> <p>Bidders may fill in only the form relevant to them.</p>
<b>12</b>	The interested bidders shall submit their Bid along with EMD & KYC documents (PAN card & Address proof) to the Authorised Officer at IDBI Bank Ltd. After scrutinizing if the bid documents are complete in all respect, the eligible bidders shall receive user id / password on their valid email id (mandatory for e-auction) from the e-auction service provider <b><u>Antares System limited.</u></b>
<b>13</b>	The Tender/Offer shall be signed by a person or persons duly authorized by the Bidder with the signature duly attested.
<b>14</b>	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.
<b>15</b>	Bidders are also required to submit declaration executed on general stamp paper of Rs 100/- along with the Bid form as per the format given at Chapter VII.
<b>16</b>	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 i.e. entire set of Bid Document alongwith duly filled relevant forms be submitted to AO.
<b>17</b>	<p><b><u>Last date for submission of Tender/Offer /Bid Document</u></b></p> <p>The interested parties may submit Tender / Offer / Bid Document duly filled and signed along with the required documents to the AO, Smt minky Pramanik, Deputy General Manager, IDBI Bank Ltd., NMG, 4<sup>th</sup> floor, 44, Shakespeare Sarani, Kolkata-700017, <b><u>not later than 4.00 pm on October 18, 2022 in a sealed cover.</u></b> Bidders to submit the EMD by way of RTGS in favor of IDBI Bank Ltd, Account No. <b>13534915010017</b>, IFSC Code: <b>IBKL0000135</b>, Branch : 44, Shakespeare Sarani, Kolkata – 700 017.</p>



18	<p>Only those bidders will be permitted to participate in the e-Auction whose Tender/ Offer /Bid Document is complete in every respect and remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time. 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 document, if found incomplete in any respect, shall be liable for outright rejection.</p>
19	<p><b><u>Procedure for e-Auction (after submission of bid to AO).</u></b></p> <p>a. IDBI has appointed <b>Antares System limited</b>, (#24, Sudha Complex, 3rd Stage, 4th Block, Basaveshwaranagar, Bangalore-560079) as e-Auction Support Provider (e-ASP) for said sale.</p> <p>b. Mr. Manohar S, Cell no- +91 9686196755, email id- <a href="mailto:manohar.s@antaressystems.com">manohar.s@antaressystems.com</a> is authorized representatives of e-ASP.</p> <p>c. After scrutinisation of bids and confirmation of the receipt of EMD as advised, AO would forward names and other details of valid bidders to the e-ASP for initiating further process related to auction.</p> <p>d. Valid bidders are required to be in touch with the e-ASP and submit following documents to e-ASP:-</p> <ol style="list-style-type: none"> <li>1. Details of EMD i.e. details of RTGS sent to AO.</li> <li>2. Self attested copy of PAN Card</li> <li>3. Self attested valid Residential Proof (any one of the-Voter-id, Passport, Driving License, Aadhar Card, Electricity Bill, Telephone Bill)</li> <li>4. Valid e-mail id and contact details (with alternate mobile/ land line phone numbers)</li> </ol> <p>e. After registration and satisfaction of KYC and other norms e-ASP would provide user id and password to the valid bidders.</p> <p>f. After receiving the user-id / password from e-ASP, the bidders may request for training for e-Auction.</p> <p>g. After completion of e-Auction process, e-ASP would submit list of the bidders alongwith its bid amount to AO.</p> <p>h. Thereafter, AO would intimate the bidders accordingly.</p> <p><b>Bank/ AO / e-ASP 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.</b></p>
20	<p><b>Date and Time of e–Auction: October 20, 2022 From 11.00 a.m. to 01.00 p.m.</b></p>
21	<p>The auction would be held with <b>unlimited</b> extensions of 10 minutes each, <b>if required</b>, on <b>e- Auction platform at website: <a href="https://www.bankeauctionwizard.com">https:// www.bankeauctionwizard.com</a></b>. In case no further valid</p>

	<p>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><b>Increase in Bid Amount :</b></p> <p>It may be noted that increase in bid amount, if any, during the e-Auction period shall be <b>in multiples of Rs.50,000.00/- (Rupees Fifty Thousand only) for the property</b></p> <p><b>Increase in bid amount below the aforesaid amounts will be rejected.</b></p> <p>First bid should be of at least equal to Reserve Price or increment(s) over the Reserve Price in multiples as above.</p>
22	<p>AO reserves the right to retain the EMD of top three bidder's upto three months from the date of e-Auction and <b>the amount of such EMD will not carry any interest.</b> The Bids so retained will be valid for three months from the date of e-Auction or till further extension of time as may be approved by the AO. The EMD of other bids will be returned within 7 days from the date of e-Auction.</p>
23	<p><b><u>Payment of Sale Price</u></b></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 after issuance of sale confirmation letter in his favour by way of <b>RTGS</b> in favour of IDBI Bank Ltd, Account No. <b>13534915010017</b>, IFSC Code: <b>IBKL0000135</b>, Branch: 44, Shakespeare Sarani, Kolkata – 700 017.</p> <p>The balance amount of the sale price shall have to be paid within 15 days from the sale date by way of <b>RTGS</b> in favour of IDBI Bank Ltd, IDBI Bank Ltd, Account No. <b>13534915010017</b>, IFSC Code: <b>IBKL0000135</b>, Branch: 44, Shakespeare Sarani, Kolkata – 700 017 or such extended period as may be agreed upon in writing between the successful bidder and the AO.</p>
24	<p>In case the successful bidder fails to deposit 25% of the sale price within stipulated period, 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.</p>
25	<p>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.</p>
26	<p>In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the amount paid by such bidder would be forfeited and also the AO reserves the right to re-sell the assets to the second/third highest bidder or re-auction the property in the above manner, who shall also be treated as the successful bidder mentioned in clauses 9 to 16 above and further in terms of this Bid Document.</p>
27	<p>On confirmation of sale and if the terms of payment have been complied with and the successful bidder pays entire sale consideration, the AO exercising the power of sale shall</p>

	issue “Certificate of Sale” for the immovable property in favor of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002.
<b>28</b>	The Successful Bidder shall, after making full payment of sale price within 15 days of sale or such extended period as may be granted by the AO at his sole and absolute discretion, arrange to take possession of the Secured Assets immediately thereafter. 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. 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 favor, 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.
<b>29</b>	After issuance of Certificate of Sale by AO, the Successful Bidder (purchaser) is required to get the same registered with the competent authority (if required) within four months or as per norms/guidelines of government authorities issued from time to time at his cost. The purchaser will be required to bear all the necessary expenses like stamp duty, registration, conveyance 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 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 / 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. Bank does not take any responsibility to provide information on the same.
<b>30</b>	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.
<b>31</b>	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.
<b>32</b>	<b><u>General Terms and Conditions</u></b> 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.
<b>33</b>	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.
<b>34</b>	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/ e-Auction 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 her 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.
<b>35</b>	In the event the said sale in favor of the bidder not being 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.
<b>36</b>	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.
<b>37</b>	<b><u>Jurisdiction</u></b> All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Kolkata alone shall have jurisdiction to entertain /adjudicate such disputes.
<b>38</b>	On payment of Sale consideration, the successful bidder to the bank will be subject to TDS under section 194-1A of the Income Tax Act 1961 and TDS is to be deducted by the successful bidder only at the time of deposit of remaining 75% of the Bid amount. Any dispute regarding the matter would be under jurisdiction of courts in Kolkata only.
<b>39</b>	Particular specified in schedule above has been stated to the best of the information of the Authorised Officer/ Bank. Authorised Officer and/or Bank will not be answerable for any error, Mis-statement or omission in this Public Notice.
<b>40</b>	Tenderer (s) must ensure the following while submitting the tender: A. THAT THE TENDER SHOULD BE FILLED IN THE FORMAT OF THE TENDER BID ENCLOSED AT ANNEXURE-V/VI 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. C. COPY OF THE CERTIFICATE OF INCOPORATION OF THE COMPANY/FIRM. 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.

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.

F. THAT ALL ALTERATION, ERASURES AND OVER WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE TENDERER'S SIGNATURE.

**V. BID FORM FOR INDIVIDUAL**

*All that piece and parcel of land measured an area about 184 satak at District West Burdwan, Police Station –Faridpur, Ichapur Gram Panchayet, Mouza-Sorpi, J.L No. 35, Khatian No.2289, 2290, 2084 and 2085, K.R Khatian No.1363, Dag No.68 (142 Satak) and 69 (42 Satak), B.L and L.R.O Durgapur (owned by Riju Cement Ltd) and which is bounded as follows :*  
*On the East by : By Eastern Electron Carbon Factory*  
*On the West by : By vacant land.*  
*On the South by : By vacant land.*  
*On the North by : By 25 Ft. wide Ukhra-Madhaiganj Pacca Road.*  
*Together with buildings, and all and singular structures and erections thereon*

<b>1</b>	<b>a)</b> Full Name of the Bidder/Offerer (in Block letters)	:	
	<b>b)</b> Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:	
	<b>c)</b> Mobile Nos.	:	
	<b>d)</b> E-mail ID	:	
<b>2</b>	Brief particulars of business (if any)	:	
<b>3</b>	Relationship, if any, the Bidder/Offeror has with any employee of IDBI Bank Ltd.	:	
<b>4</b>	Name and particulars of the Company/Firm/Person in whose name the Secured Assets/property are to be purchased	:	
<b>5</b>	RTGS remitted through i.e. Name of the Bank	:	
	RTGS UTR NO.	:	
	Amount remitted	:	
	Date	:	
In case of refund of EMD, it would be refunded to the account from where it was remitted.			
<b>6</b>	Income Tax Permanent Account Number(s) (PAN) of Bidder/Offerer	:	

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 of the duly authorised official of the Bidder/Offerer  
Name and Designation of the Authorised Signatory

Place :  
Date :

## VI. BID FORM FOR COMPANY/ PARTNERSHIP/ PROPRIETORSHIP FIRM

*All that piece and parcel of land measured an area about 184 satak at District West Burdwan, Police Station –Faridpur, Ichapur Gram Panchayet, Mouza-Sorpi, J.L No. 35, Khatian No.2289, 2290, 2084 and 2085, K.R Khatian No.1363, Dag No.68 (142 Satak) and 69 (42 Satak), B.L and L.R.O Durgapur (owned by Riju Cement Ltd) and which is bounded as follows :*

*On the East by : By Eastern Electron Carbon Factory*

*On the West by : By vacant land.*

*On the South by : By vacant land.*

*On the North by : By 25 Ft. wide Ukhra-Madhaiganj Pacca Road.*

*Together with buildings, and all and singular structures and erections thereon*

1.	<b>a)</b> Name of the Company/ Firm/ Party (in Block letters)	
	<b>b)</b> Complete Registered Address	
	<b>c)</b> 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)
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	<b>a)</b> Full Name of the Authorised Person to carry out e- auction on behalf of the company/firm /party (in Block letters) <b>(Original Authorised letter to be attached to carry out the e-Auction process)</b>	:
	<b>b)</b> Complete Postal Address of the Authorise person with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:
	<b>c)</b> Mobile Nos.	
	<b>d)</b> E-mail ID	
10	Designation of the Authorised Person	:
11	Relationship, if any, the Bidder/Offerer has with any employee of IDBI Bank Ltd.	:
13	RTGS remitted through i.e. Name of the Bank	:
	RTGS UTR No.	

	Amount Remitted	
	Date	
In case of refund of EMD, it would be refunded to the account from where it was remitted.		
14	Income Tax Permanent Account Number(s) (PAN) of the Authorised person	:

*\* 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.



**VII. DECLARATION BY THE BIDDER (ON GENERAL STAMP PAPER OF Rs 100/-)**  
*(Note: This Appendix forms part of the Bid/Offer)*

To,  
Authorised Officer,  
IDBI Bank Ltd., NMG Kolkata,  
4th Floor,  
44, Shakespeare Sarani  
Kolkata-700017

Dear Sir,

All that piece and parcel of land measured an area about 184 satak at District West Burdwan, Police Station –Faridpur, Ichapur Gram Panchayet, Mouza-Sorpi, J.L No. 35, Khatian No.2289, 2290, 2084 and 2085, K.R Khatian No.1363, Dag No.68 (142 Satak) and 69 (42 Satak), B.L and L.R.O Durgapur (owned by Riju Cement Ltd) and which is bounded as follows :

On the East by : By Eastern Electron Carbon Factory

On the West by : By vacant land.

On the South by : By vacant land.

On the North by : By 25 Ft. wide Ukhra-Madhaiganj Pacca Road.

Together with buildings, and all and singular structures and erections thereon

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

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 at his sole and absolute discretion, I/we shall arrange to take possession of the secured assets immediately of entire sale consideration. 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 me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.

I/We clearly understand and accept that the Authorised Officer or the secured lenders do not take or assume any responsibility for any dues, statutory or otherwise, of **Riju Cement 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 me/us in case my/our Bid is accepted.

I/We understand that you are not bound to accept the highest or any Bid as you may consider deem fit. 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.

I/We understand that time is the essence for completing the acquisition formalities of the Secured Assets/property and I/we agree and undertake to abide by it.

I/We have paid Rs..... (Rupees ..... only) towards Earnest Money Deposit (EMD) in the name of "IDBI Bank Ltd." by way of .....

We understand that the EMD will not carry any interest.

We understand that the Bid should be unconditional and Bid having conditions contrary to the terms and conditions of the Bid Document can be summarily rejected.

Place :

Dated ...\_\_ day of \_\_\_\_\_ 2022

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

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

Place :

Dated ...\_\_ day of \_\_\_\_\_ 2022

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

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

WITNESS :

Signature : .....  
Name & Address : .....  
Occupation : .....

### **Disclaimer**

The information contained in this Bid Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of “IDBI Bank Ltd, leader of the Consortium of IDBI Bank Ltd and Indian Bank” (erstwhile Allahabad Bank), is provided to the bidder(s) on the terms and conditions set out in this Bid Documents and all other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is not an offer or invitation by IDBI Bank Ltd to any parties other than the applicants who are qualified to submit the bids. The purpose of this Bid Document is to provide the Bidder(s) with information to assist the formulation of their proposals/offer. This Bid Document does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this Bid Document. IDBI Bank Ltd makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid Document. IDBI Bank Ltd may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid Document.

IDBI Bank Ltd reserves the right to reject any or all the expression of interest / proposals/offer received in response to this Bid Document at any stage without assigning any reason whatsoever. The decision of IDBI Bank Ltd shall be final, conclusive and binding on all the parties/Bidders.