# The Authorised Officer (AO)

Of

#### **IDBI BANK LIMITED**

(CIN: L65190MH2004GOI148838)

IDBI Bank
Retail Recovery, First Floor, C-9
Nehru Colony,
Dehradun, Pin: 248001
Uttarakhand

#### **BID/TENDER DOCUMENT**

For
Sale of Secured Assets Mortgaged to IDBI Bank Limited in the case of
1. M/s Geeta Parth Marketing
2. M/s Parth Agencies

#### Under

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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	Bidder)			

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Within India, what excites and what worries you?

saying it's an alternative to China rather than a recognition of what India stands for

could be less of an issue.

-Pras

**Short Notice** 

Central Bank
1) Tender No
Certified Bior
Devices wit
Bank/RRB's

Deadline 08/04/2024 2)Tender No Consultant Implementa and DPDP A

Deadline 15/04/202

For detail www.cent

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# REGIONAL OFFICE NEHRU COLONY **DEHRADUN PIN- 248001 UTTARAKHAND**

PUBLIC NOTICE/ SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES

E-AUCTION SALE NOTICE FOR SALE OF IMMOVABLE ASSETS UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 READ WITH PROVISO TO RULE 8(6) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002.

Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) that the below described immovable properties mortgaged/charged to the IDBI Bank, the physical possession of which has been taken by the Authorized Officer of IDBI Bank will be sold on "As is Where is", As is mortgaged/charged to the IDBI Bank, the physical possession of which has been taken by the Authorized Officer of IDBI Bank will be sold on "As is Where is", As is mortgaged/charged to the IDBI Bank, from Whatis" and Whatever there is " on 28,03,2024, for recovery of Rs. 9,07,54,187,40 plus interest and expenses as mentioned in table below due to IDBI Bank from Whatis" and Whatever there is " on 28,03,2024, for recovery of Rs. 9,07,54,187,40 plus interest and expenses as mentioned in table below due to IDBI Bank from Whatis" and Whatever there is " on 28,03,2024, for recovery of Rs. 9,07,54,187,40 plus interest and expenses as mentioned in table below due to IDBI Bank from Whatis" and Whatever there is " on 28,03,2024, for recovery of Rs. 9,07,54,187,40 plus interest and expenses as mentioned in table below due to IDBI Bank from Whatis" and Whatever there is " on 28,03,2024, for recovery of Rs. 9,07,54,187,40 plus interest and expenses as mentioned in table below due to IDBI Bank from Whatis" and Whatever there is " on 28,03,2024, for recovery of Rs. 9,07,54,187,40 plus interest and expenses as mentioned in table below due to IDBI Bank from Whatis" and Whatever there is " on 28,03,2024, for recovery of Rs. 9,07,54,187,40 plus interest and expenses as mentioned in table below due to IDBI Bank from Whatis" and Whatever there is " on 28,03,2024, for recovery of Rs. 9,07,54,187,40 plus interest and expenses as mentioned in table below due to IDBI Bank from Whatis" and W

The details of the Borrower(s), Mortgagor(s) and Guarantor(s) amount due, reserve price and earnest money deposit and brief description of the immovable

S. No	Name of the	es, if any is as mentioned in t Outstanding amount mentioned as per demand notice		Date and Time of e-auction	A. Reserve Price B. EMD	Name of Contact No. of Authroised Officer/ Nodal Officers
01	1. M/s. Geeta Parth Marketing a) Shri Laxmi Chand Pundir S/o Sh. Mukhtyar Singh (Proprietor/Borrower and Mortgagor). R/o 195 Indira Nagar Colony Dehradun 248001 (UK) b) Shri Parth Singh Pundir S/o Sh. Laxmi Chand, R/o 195 Indira Nagar Colony Dehradun 248001 (UK) (Co-borrower, Guarantor)  1. M/s. Parth Agencies a) Shri Parth Singh Pundir S/o Sh. Laxmi Chand (Proprietor/Borrowerr), R/o 196 Indira Nagar Colony Dehradun 248001 (UK) b) Shri Laxmi Chand Pundir S/o Sh.Mukhtyar	ight lakh seven thousand eight hundred seventeen only towards the outstanding dues in respect of the Loans as on 31.08.2021, together with further interest thereon with effect from 02.03.2021 (Cash credit account), 10.03.2021 (Mortgage Loan account) and 01.04.2021 (FITL account) plus applicable expenses (less recovery, if any)  Rs.4.59.46,370.40 (Rupees Four Crore Fifty Nine Lakh Forty Six Thousand Three Hundred Seventy and Paisa Forty only) towards the outstanding dues in respect of the Loans as on 31.08.2021, together with further interest thereon with effect from 10.03.2021 plus applicable expenses (less	No.184. South-60 feet wide road and All the piece and parcel of immovable property comprised in and forming part of House on Plot No.196 admeasuring 446.82s q. mete constructed on the land bearing no.196 situated at Indira Naga Colony, Tehsil Dehradun, District Dehradun (UK) together with undivided share in the land and all the structures thereon and bounded a follows: East-Plot No.197 Wes	28.03.2024 From 11:00 am - 12 Noon gr 21. 14. 15. 16. 16. 16. 16. 16. 16. 16. 16. 16. 16	A. Rs.8,16,17,400 B. Rs. 81,61,740	Shri Shoeb Khan

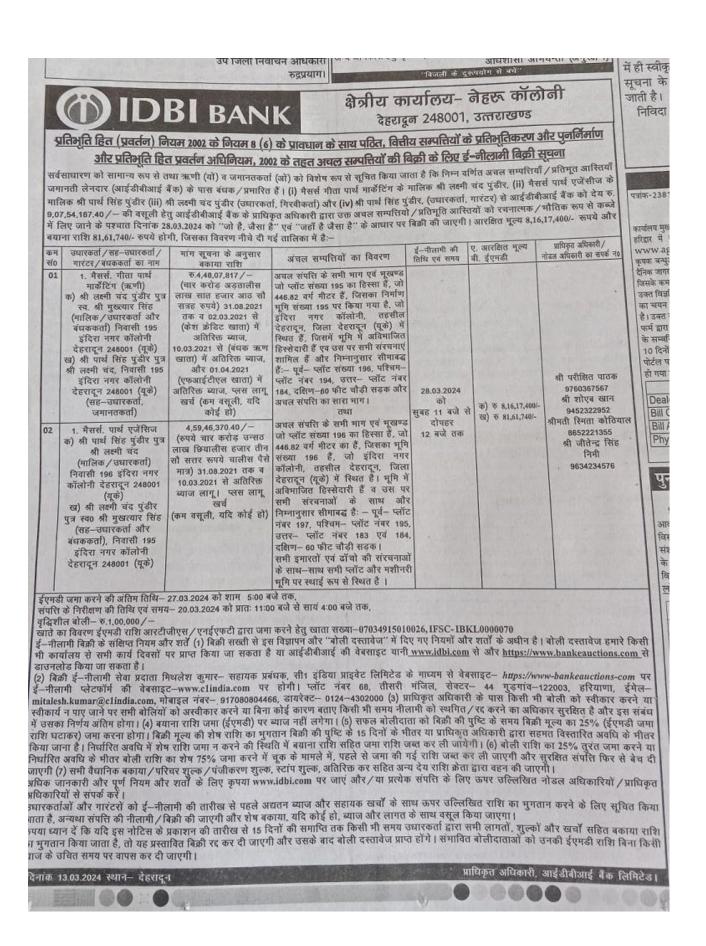
Last date of deposit of EMD-27.03.2024 by 5:00 p.m.,
Date & time of inspection of property-20.03.2024 from 11;00 a.m. to 4:00 pm,
Incremental Bidding-8x.1,00,000/Details of account in which EMD is to be deposited through RTGS/NEFT & IFSC Code-07034915010026 (RR Receipt Pending for Appropriation
account), IFSC-1BK.0000070
BRIFE TERMS AND CONDITIONS OF E-AUCTION SALE (1) The sale is strictly subject to the terms & conditions given in this advertisement and in the "BID
Document" Bid document can be obtained from any of our offices, on all working days or download from IDBFs website i.e. www.idbi.com and also at
https://www.bankeauctions.com (2) The sale would be one -Auction platform at Website-https://www.bankeauctions.com through E-auction service provider
Mithalesh Kumar-Assistant Manager, C1 India Pvt. Ltd., www.c1india.com, plot no 68, 3° floor, Sector-44 Gurgaon-122003, Haryana, Emailmithalesh.kumar@c1india.com, Mobile no -4917080804466, Direct-0124-4302000 (3) The Authorized Officer reserves the right to accept any or reject all
bids, if not found acceptable or to postpone/ cancel the auction at anytime without assigning any reason whatsoever and his decision in this regard shall be final. (4)
The Earnest Money Deposit (EMD) will not carry interest. (5) The successful bidder will be required to deposit 25% of the sale price (less the amount of EMD
deposit) at the time of confirmation of sale. The balannee 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 (6) In case of default in depositing the 25% bid amount immediately or balance 75% of the bid amount within the prescribed period, the deposited before the AD in case of failure to deposit the balance amount without charges/ other dues including earnest
money (6) In case of default in depositing the 25% bid amount immediat

Date 13.03.2024

Place: Dehraikan

AUTHORIZED OFFICER, IDBI BANK LTD.

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# II. INTRODUCTION

IDBI Bank Ltd. (IDBI) having its Head Office at IDBI Tower, Cuffe Parade, Mumbai - 400005 and Zonal Office at IDBI Bank, Lucknow issued demand notice dated 22.09.2021 under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "the SARFAESI Act") calling upon M/s Geeta Parth Marketing -Proprietor Shri Laxmi Chand Pundir (Borrower/Mortgagor) and Shri Parth Singh Pundir (Coborrower, Guarantor) to repay the amount mentioned in the said notices being Rs.4,48,07,817/-(Rupees Four crore, forty eight lakh, seven thousand, eight hundred seventeen only) towards the outstanding dues in respect of the loans as on 31.08.2021, together with further interest thereon with effect from 02.03.2021 (Cash credit account), 10.03.2021 (Mortgage Loan account) and 01.04.2021 (FITL account) plus applicable expenses (less recovery, if any) (as mentioned in demand notice) at the contractual rates upon the footing of compound interest until payment/ realization. IDBI Bank has also issued a demand notice under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "the SARFAESI Act") dated 21.09.2021 to (i) M/s Parth Agencies, Proprietor Shri Parth Singh Pundir (Borrower) and (ii) Shri Laxmi Chand Pundir (Co-borrower, Mortgagor), to repay the amount mentioned in the said notices being Rs.4,59,46,370.40 (Rupees Four Crore, Fifty Nine Lakh, Forty Six Thousand, Three Hundred Seventy and Paisa Forty only) towards the outstanding dues in respect of the Loans as on 31.08.2021, together with further interest thereon with effect from 10.03.2021 plus applicable expenses (less recovery, if any), (as mentioned in demand notice) at the contractual rates upon the footing of compound interest until payment/ realization

Though the Borrowers have been called upon to pay the aforesaid amount, they failed to discharge the liability.

The physical possession of immovable properties was taken on 15.01.2024. The Authorised officer has also got the assets valued after taking possession as required under the SARFAESI Act.

The list of secured assets being put on sale (Residential property) in one lot and is mentioned hereinafter.

# Tender/Offer/Bid- document III. BRIEF DESCRIPTION OF SECURED ASSETS

Sr	Borrower/Property	Brief Description of Properties			
	Owner Name				
1	Property owned		cel of immovable property comprised in and forming part		
		-	195 admeasuring 446.82 s.q. meter constructed on the land		
	M/s Geeta Parth		ated at Indira Nagar Colony, Tehsil Dehradun, District		
	Marketing	Dehradun (UK) together with undivided share in the land and all the structu			
	( Borrower)	thereon and bounded	as follows:-		
		Bounded as:			
	M/s Parth Agencies				
	(Borrower)	On the east by:	Plot No.196		
		On the west by:	Plot No.194		
		On the North by:	Plot No.184.		
	Shri Laxmi Chand	On the South by:	60 feet wide road		
	Pundir (Proprietor				
	& Borrower and	and			
	Mortgagor/owner)				
			cel of immovable property comprised in and forming part		
			196 admeasuring 446.82s q. meter constructed on the land		
	Shri Parth Singh		ated at Indira Nagar Colony, Tehsil Dehradun, District		
	Pundir	, , ,	ther with undivided share in the land and all the structures		
	(Borrower &	thereon and bounded	as follows:-Bounded as :		
	Guarantor)				
		On the east by:	Plot No.197		
		On the west by:	Plot No.195		
		On the North by:	Plot No.183 & 184		
		On the South by:	60 feet wide road		

#### IV. 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 item No. III of the Tender Document (hereinafter referred to as the 'Secured Assets'), after taking Physical possession of the assets under the provisions of the SARFAESI A 2002, and the same are being sold "As is where is", "As is what is and whatever there is" and "without recourse" basis.

#### 2. Issue of Tender / Offer / Bid Document

The Tender Document along with Offer Form is distributed from 16.03.2024 to 27.03.2024 for the property mentioned at Sr. No 01 on all working days (except Bank Holiday) between 10.00 am and 5.00 pm and can be obtained from Smt Smita kothiyal, AGM, IDBI Bank Ltd., Retail Recovery 1<sup>st</sup> floor C-9 Nehru colony Dehradun 248001,Uttarakhand. The bid document can also be downloaded from IDBI website <a href="https://www.idbi.com">www.bankeauctions.com</a>

#### 3. Reserve Price and Earnest Money Deposit (EMD)

Description of Prop	Reserve Price	Earnest Money Deposit	
Mortgage Propertie	Rs	Rs	
All the piece and planting part of Houconstructed on the la Tehsil Dehradun, Disin the land and all the Bounded as:	8,16,17,400/-	81,61,740/-	
On the east by:	Plot No.196		
On the west by:	Plot No.194		
On the North by:	Plot No.184.		
On the South by:	60 feet wide road		
and All the piece and planting part of Houconstructed on the la Tehsil Dehradun, Disin the land and all Bounded as:			
On the east by:	Plot No.197		
On the west by:			
On the North by:	Plot No.183 & 184		
On the South by:	60 feet wide road		

"As is where is", "As is what is and whatever there is" and "without recourse" basis.

The sale of Secured Asset is on "As is where is", "As is what is and whatever there is" and "without recourse" basis. The description of the immovable property is based on the mortgage created by the Borrower with the secured creditor 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 asset or for procuring any permission, etc. or for the dues of any authority established by law. All statutory liabilities/ taxes/ maintenance fee/ electricity/ water charges, other liabilities 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 does not take any responsibility to provide information on the same. This is also to note that since the original Deed is covering sale-purchase transaction of property to be auctioned hence the original document shall not be handed over to the successful bidder and will be retained by bank, and only photocopy of Chain Deed / Earlier Sale Deeds will be handed over to the bidder and bank will issue sale certificate for these property only to the successful bidder. It is expressly made clear that the AO / secured creditor does not take or assume any responsibility for any dues, statutory or otherwise of M/s Geeta Parth Marketing, M/s Parth Agencies, Shri Laxmi Chand Pundir and Shri Parth Singh Pundir 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.

## 5. Inspection of Assets: -

The interested parties may inspect the assets at their own cost during business hours on 20.03.2024 and may contact Mrs.Smita Kothiyal (Mobile no:+918652221355) of IDBI Bank during business hours from 11:00 a.m. to 04:00 p.m..

### 6. **Due Diligence by the Bidders**

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, etc. whether the bidder actually verifies or not.

- 7. 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 other details of immovable 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 abuttals 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.
- 8. 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 assets and matters incidental thereto or for any other purpose in connection with purchase of the assets under reference.

#### 9. Submission of Tender / Offer

The Bidder shall complete in all respects the Offer form(s) annexed to the Tender Document, and furnish the information called for therein and **shall sign and date each of the documents** in the space provided therein for the purpose. **The Bidder shall initial each page of the Offer.** Offers received for sale and / or accepted are not transferable.

The Formats for submission of Profile of the bidder are given in Chapter VI and VII respectively of this Tender Documents.

The format Chapter VI is for Individuals and

The format Chapter VII is Company / Proprietorship / Partnership firms.

Bidders may fill in only the form relevant to them.

- **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. 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 VIII.
- 13. The Tender/Offer form, declaration etc. shall not be detached from the Bid Documents i.e., 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 along with duly filled relevant forms be submitted to AO.

#### 14. Last date for submission of Tender / Offer / Bid Document

Interested parties may obtain and submit the Tender / Offer / Bid Document duly filled and signed along with the required documents to the AO, Shri Jitendra Singh Nimi , DGM, Retail Recovery, IDBI Bank First Floor, C-9, Nehru Colony, Dehradun- 248001, from 13.03.2024 to 27.03.2024 for the properties mentioned at Sr. No 01 on any working day (except Bank Holiday) between 10.00 am and 5.00 pm. in two sealed covers with one sealed cover containing a crossed A/c Payee Demand Draft /

Pay Order drawn in favour of

#### "IDBI Bank Ltd"

payable at Par issued by any Nationalised Bank / Scheduled Bank as Earnest Money Deposit (EMD), which shall be super scribed

"EMD For - A/c- IDBI Bank Ltd

A/C - IDBI Bank Ltd

and the other sealed cover containing the Bid Document superscribed

"Bid Document - M/s Geeta Parth Marketing and M/s Parth Agencies"

Alternately, the EMD amount may be paid by RTGS/NEFT in favour of IDBI Bank Ltd., Rajpur Road

Dehradun Branch (IFSC Code: IBKL0000070) to

#### Account No. 07034915010026

The duly filled tender form should be submitted on or before **27.03.2024 by 5:00 p.m** on the above address.

15. The Bidder / representative of <u>only those Bidders</u> whose Tender / Offer / Bid Document is complete in every respect <u>and</u> who's Demand Draft / Pay Order for EMD is found to be in order before the cut-off time will be permitted to participate in the E-auction process. 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 through mobile.

#### 16. Registration with E-auction Service Provider

- 1. Participants who are not already registered with the E-auction provider Mithlesh kumar –Assistant Manager, C1 India Pvt Ltd should register themselves by following the procedure mentioned at the website: <a href="https://www.bankeauctions.com">www.bankeauctions.com</a>
- 2. The participants / intending purchasers are necessarily required to submit following documents / papers for registration to Mr Mithalesh Kumar Assistant Manager, C1 India Pct Ltd
  - a. Duly signed and filled Bid Document.
  - b. Payment details towards obtaining Tender Documents and towards deposit of EMD to be provided.
  - c. Self-attested copy of PAN Card.
  - d. Self-Attested valid residential proof (Voter Id card, Aadhar Card, Passport copy, telephone bill, electric bill any one)
  - e. Self attested valid e mail id and mobile no (to be neatly written/ typed on a paper and signed).

After registration and satisfaction of KYC and other norms the user id and password will be then sent directly to the registered participants / intending purchasers whose Bid Document is complete in every respect **and** whose Demand Draft / Pay Order for EMD is found to be in order before the cut-off time and the documents with further directions by the e- auction provider company, if any, for log in and participating in the auction through online process.

After receiving the user id / password, in case any bidders feel the need for training / e-auction support, such bidders may contact Shri Mithalesh Kumar (e-mail) – Mithalesh.kumar@c1india.com , Mob. +91-7080804466 or Shri Parikshit Pathak Mob. 9760367567 (e-mail) <a href="mailto:parikshit.pathak@idbi.co.in">parikshit.pathak@idbi.co.in</a>, Shri Shoeb Khan Mon-9452322952 (e-mail) <a href="mailto:shoeb khan@idbi.co.in">shoeb khan@idbi.co.in</a>, Smt. Smita Kothiyal Mob.8652221355 (e-mail) <a href="mailto:smita.kothiyal@idbi.co.in">smita.kothiyal@idbi.co.in</a>, or Shri Jitendra Singh Nimi Mob 9634234576 (e-mail) <a href="mailto:js.nimi@idbi.co.in">js.nimi@idbi.co.in</a>,

For queries during the live auction: Auction Room: Shri Mithalesh Kumar (e-mail) – Mithalesh.kumar@c1india.com

The Bank / AO / E-auction service provider will not be responsible for any error occurred due to power failure / computer hardware or software error / network error etc. at the time of E-auction.

# 17. The e- auction day: 28.03.2024 for property mentioned at Sr. No. 01. The E-auction would be held from 11.00 am to 12.00 Noon

The auction would be held with unlimited extensions, of 10 minutes each, beyond 12.00 pm, **if required**, on E-auction platform at website: <a href="www.bankeauctions.com">www.bankeauctions.com</a>. 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.

#### **Increase in Bid Amount:**

It may be noted that increase in bid amount, if any, during the E-auction period shall be made as under.

#### In case of Lot 1 – Unit Property

In multiples of Rs.1,00,000/- (Rupees One Lakh only)

Increase in bid amount below Rs.1,00,000/- will be rejected.

bid should be of at least equal to Reserve Price or increment(s) over the Reserve Price in multiples as above.

18. AO reserves the right to retain the EMD of top three bidder's up to three 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 10 working days from the date of E-auction and the amount of EMD will not carry any interest.

#### 19. Payment of Sale Price

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) at the time of confirmation of sale.

The balance amount of the sale price will have to be paid within 15 days of the confirmation of sale or such extended period as may be agreed to by the AO.

The balance 75% amount of the sale price will have to be paid on or before 15 days from date from issuance of sale confirmation letter intimating acceptance of bid by way of crossed A/c Payee **Demand Draft / Pay Order drawn in favor of ''IDBI Bank Ltd".** payable at Par issued by any Scheduled Bank or by way of NEFT/RTGS in favor of Account No. **07034915010026. IFSC Code: IBKL0000070**, **Bank Name: IDBI Bank Ltd. Rajpur Road, Dehradun Branch** or such extended period as may be agreed upon in writing between the successful bidder and the AO.

20. In case the successful bidder fails to deposit 25% of the sale price, 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.

- 21. 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.
- 22. 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, which shall also be treated as the successful bidder in terms of this Bid Document. All claims of the defaulting successful bidder to the assets or to any part of the sum for which it may be subsequently sold shall stand forfeited.
- 23. 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 immovable property in favor of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002. It is to be noted that sale certificate will be issued only after receipt of entire sale consideration.
- 24. 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 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. The sale certificate issued shall be stamped and registered as per local laws, if necessary, cost of which shall be borne by the purchaser.
- 25. The successful bidder to submit the applicable GST to the Bank/AO within the specified timeline of 15 days from the date of e-Auction.
- 26. The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, 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 creditor 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.
- 27. 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.
- **28.** 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.

#### 29. General Terms and Conditions

- 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.
- **30.** 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.
- 31. Notwithstanding anything to the contrary contained in this document, the AO reserves the right and liberty to accept/reject any or all the Bids/Offers 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.
- 32. In the event the said sale in favor of the bidder not being confirmed by AO, for any reason including on account of the willful 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.
- 33. Notwithstanding anything stated elsewhere in this Tender Document, the AO reserves the right not to accept the highest bid. Further, notwithstanding anything stated elsewhere in this Tender Document, the AO also reserves the right to call off the sale process at any point of time without assigning any reasons.

#### 34. Jurisdiction

All disputes arising amongst the parties shall be adjudicated according to Indian Laws and the Hon'ble Debt Recovery Tribunal (DRT) having territorial jurisdiction will only entertain / adjudicate such disputes.

- 35. 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 the Hon'ble DRT having territorial jurisdiction.
- **36.** 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.
- 37. Bidder (s) must ensure the following while submitting the tender:

- That the tender should be filled in the format of the tender bid enclosed at Annexure-VI (Item No 06)/ VII (Item No 06).
- Self-attested copy of the Pan card of the person bidding and if it is a company/firm then self-attested copy of the PAN card of company/firm is submitted along with the bid documents.
- Self-attested copy of certificate of incorporation of the company/firm is submitted along with the bid documents.
- Board resolution of the company or LLP /authority letter in-case of partnership firm / any other
  applicable authorization document for any other entity authorizing the person/partners to file
  bid for the asset along with the self-certified copy of the identity proof of the said person/partner
  is submitted along with the bid documents.
- Every page of the tender document is duly signed by the tenderer before submitting the tender and documents submitted therewith are duly attested.
- All alterations, erasures and over writing, if any, in the schedule or rate(s) are duly authenticated by the tenderer's signature.

#### V. BRIEF DETAILS OF TENDER / OFFER DOCUMENT

TENDER / OFFER FORM FOR PURCHASE OF SECURED ASSETS / PROPERTY OF Shri Laxmi Chand Pundir i.e. Mortgagors, mortaged to IDBI Bank in case of M/s Geeta Parth Marketing Proprietor Shri Laxmi Chand Pundir & Shri Parth Singh Pundir (Borrowers) and M/s Parth Agencies, Proprietor Shri Parth Singh Pundir and Shri Laxmi Chand Pundir (Borrowers) through E-Auction Process.

Dr	(Borrowers) through E-Auction Process.  Property Description			
Sr	Borrower details	Brief Description of Properties		
1	Property owned	Differ Description of Froperties		
1	M/s Geeta Parth Marketing (Borrower)  M/s Parth Agencies (Borrower)	All the piece and parcel of immovable property comprised in and forming part of House on plot No.195 admeasuring 446.82 s.q. meter constructed on the land bearing no.195 situated at Indira Nagar Colony, Tehsil Dehradun, District Dehradun (UK) together with undivided share in the land and all the structures thereon and bounded as follows:-  Bounded as:		
	Shri Laxmi Chand Pundir (Proprietor & Borrower and Mortgagor)	On the east by: Plot No.196 On the west by: Plot No.194 On the North by: Plot No.184. On the South by: 60 feet wide road and		
	Shri Parth Singh Pundir (Borrower & Guarantor)	All the piece and parcel of immovable property comprised in and forming part of House on Plot No.196 admeasuring 446.82s q. meter constructed on the land bearing no.196 situated at Indira Nagar Colony, Tehsil Dehradun, District Dehradun (UK) together with undivided share in the land and all the structures thereon and bounded as follows:-Bounded as:		
		On the east by: Plot No.197 On the west by: Plot No.195 On the North by: Plot No.183 & 184 On the South by: 60 feet wide road  "As is where is", "As is what is and whatever there is" and "without recourse" basis		
2	Issue of Bid / Offer Document	: The Tender / Offer Document can be obtained from from Sn Smita kothiyal, AGM, IDBI Bank Ltd., Retail Recovery 1 <sup>st</sup> flood C-9 Nehru colony Dehradun 248001,Uttarakhand, from 13.03.2024 to 27.03.2024 on any working day (except Ban Holidays) between 10 am and 5 pm. The Tender / Offer Document can also be downloaded from IDBI website. (www.idbibank.com and www.bankeauctions.com		

			Tender/Offer/Bid- document			
3	Cost of the Tender /	:	Rs.100/-+GST			
	Offer Document		Total – Rs 118/- (Rupees One Hundred Eighteen Only)			
			· 1			
4	Last Date and time	:	27.03.2024 For the properties mentioned at Sr. No. 1 up to 5.00			
	for submission of		r			
	Tender Document		pm			
	together with EMD					
5	Place, Date and time	:	Place : E-auction platform at			
	of E-auction	•	Timee . D adotton planform at			
	of E-auction		Website: www.bankeauctions.com			
			Website. Www.balikeauctions.com			
			Date: 28.03.2024 for property mentioned at Sr. No. 01			
			Date. 28.03.2024 for property mentioned at St. No. 01			
			Time: 11.00 am to 12.00 Noon with unlimited extensions of 10			
	T . D. I		minutes each beyond 12.00 pm, if required.			
6	Increase in Bid		In multiples of Rs.1,00,000/- ( <u>Rupees One Lakh Only</u> )			
	Amount		Increase in bid amount below Rs.1,00,000/- will be rejected.			
7	Date of Inspection		The interested parties may inspect the assets at their own cost,			
'	Date of Hispection		· · · · · · · · · · · · · · · · · · ·			
			during business hours on 20.03.2024 and the interested party			
			may contact Smt Smita Kothiyal, AGM, IDBI Bank Ltd., Retail			
			Recovery 1 <sup>st</sup> floor C-9 Nehru colony Dehradun			
			248001,Uttarakhand,of IDBI Bank (Mobile no:			
			+918652221355) during business hours from <b>11:00 a.m.</b> to <b>5:00</b>			
			p.m.			

# **IMPORTANT DATES:**

Sale of Bid / Tender document	13.03.2024 to 27.03.2024
<b>Date of Property Inspection</b>	20.03.2024
Last Date of submission of Bid along with EMD	27.03.2024 upto 5:00 p.m.,
Date of E –auction	28.03.2024
Time of E-auction	11:00 am to 12:00 Noon

#### VI. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER-

#### **INDIVIDUAL**

TENDER / OFFER FORM FOR PURCHASE OF SECURED ASSETS / PROPERTY OF Shri Laxmi Chand Pundir i.e. Mortgagors , mortaged to IDBI Bank in case of M/s Geeta Parth Marketing Proprietor Shri Laxmi Chand Pundir & Shri Parth Singh Pundir (Borrowers) and M/s Parth Agencies, proprietor Shri Parth Singh Pundir and Shri Laxmi Chand Pundir (Borrowers) through E-Auction Process.

#### Bidding for – Lot 1 – Plot

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

(IUI	ge juieu una sabmuieu by the Blader / Offerer)		
1	a) Full Name of the Bidder / Offerer	:	
	(in Block letters)		
	<b>b</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 Assets /		
	property are to be purchased		
5	Details of Purchase of Tender		
	Document of Rs.118/-		
	i) Form No.		
	ii) Demand Draft / Pay Order No.		
	iii) Date of Demand Draft /		
	Pay Order		
	iv) Name of the issuing		
	Bank and Branch		
	Bidders who have downloaded the Bid/ Te	end	er Document from IDBI website
	www.idbibank.in and prefers to remit Rs.118/- so	epa	rately by way of NEFT/RTGS must
	indicate UTR No., Amount and date.		
	NEFT/ RTGS UTR NO.		
	Amount remitted		
	Date		
6	Details of Earnest Money Deposit (EMD)	:	
	<i>i</i> ) Demand Draft No. / Pay Order No/ Txn No	:	
	ii) Date of Demand Draft / Pay Order/ NEFT/	:	
	RTGS		
	iii) Name of the issuing Bank and Branch	:	
	Bidders, who prefer to submit the EMD by way	N	EFT / RTGS, must indicate NEFT/
	RTGS UTR No., Amount remitted and date.		
	NEFT/ RTGS UTR NO.		
	Amount remitted		
	Date		
7	Income Tax Permanent Account Number(s)	:	
	(PAN) of Bidder / Offerer		

Tender/Offer/Bid- document

8	Bank account details(In case of refund)	Account Name:
		Account Number:
		IFSC Code:
		Bank Name & Branch:

Signature of the duly Authorised Official of the Bidder / Offerer

Name and Designation of the Authorised Signatory

Place:

Date:

<sup>\*</sup> 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 the secured lender responsible for the same and shall not have any claim whatsoever against either of them.

#### VII. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

#### COMPANY / PARTNERSHIP / PROPRIETORSHIP

TENDER / OFFER FORM FOR PURCHASE OF SECURED ASSETS / PROPERTY OF Shri Laxmi Chand Pundir i.e. Mortgagors, mortaged to IDBI Bank in case of M/s Geeta Parth Marketing Proprietor Shri Laxmi Chand Pundir & Shri Parth Singh Pundir (Borrowers) and M/s Parth Agencies, proprietor Shri Parth Singh Pundir and Shri Laxmi Chand Pundir (Borrowers) through E-Auction Process

#### Bidding for – Lot 1 – Mortgage properties

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

1	a) Name of the Common / Eime / Doute		
1.	a) Name of the Company / Firm / Party		
	(in Block letters)		
	b) Complete Registered Address		
	a) Complete Company and an as Address with		
	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	0)	
0.	Board of Directors	a)	
		b)	
		c)	
		<u>d)</u>	
		e)	
	2.222	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 Authorized 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 Authorized Person	:	
11	Relationship, if any, the Bidder/Offerer has	:	
	with any employee of IDBI Bank Ltd.		
12	Details of Purchase of Tender		
	Document of Rs.118/-		
	i) Form No.		

Tender/Offer/Bid-document

	ii) Demand Draft / Pay Order No.				
	iii) Date of Demand Draft /				
	Pay Order				
	iv) Name of the issuing				
	Bank and Branch				
	Bidders who have downloaded the Bi	d/ 1	ender Docu	iment from	IDBI website
	www.idbibank.in and prefers to remit Rs.1	18/-	eparately by	way of NE	FT/RTGS must
	indicate UTR No., Amount and date.				
	NEFT/ RTGS UTR NO.				
	Amount remitted				
	Date				
6	Details of Earnest Money Deposit (EMD)	:			
	i) Demand Draft No. / Pay Order No/	:			
	Txn No				
	ii) Date of Demand Draft / Pay Order/	:			
	NEFT/ RTGS				
	iii) Name of the issuing Bank and Branch	•			
	Bidders, who prefer to submit the EMD by way NEFT / RTGS, must indicate NEFT/			ndicate NEFT/	
	RTGS UTR No., Amount remitted and date.				
_	NEFT/ RTGS UTR NO.				
-	Amount remitted				
	Date				

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 lender responsible for the same and shall not have any claim whatsoever against either of them.

Signature :

Name of the Authorized Person:

Designation:

Company Seal

All authorizations should be annexed to this form.

<sup>\*</sup> Each and every information and documents to be submitted is mandatory.

#### VIII. 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)

	(1 tote: 1 tits 1 ppenaix joints part of the Bia / O
To,	
Shri,	
Authorised Officer,	
IDBI Bank Ltd.,	
NPA Management Gro	up,

Sir,

Sale of Secured Asset / Property of Shri Laxmi Chand Pundir i.e. Mortgagors , mortaged to IDBI Bank in case of M/s Geeta Parth Marketing Proprietor Shri Laxmi Chand Pundir & Shri Parth Singh Pundir (Borrowers) and M/s Parth Agencies, proprietor Shri Parth Singh Pundir and Shri Laxmi Chand Pundir (Borrowers)

- 1. 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.
- 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 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.

3. 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 Borrowers Shri Laxmi Chand Pundir (Proprietor of M/s Geeta Parth Marketing), Shri Parth Singh Pundir (Proprietor of M/s Parth Agencies), Shri Laxmi Chand Pundir (Borrower & Mortgagor) and Shri Parth Singh Pundir (Borrower & Guarantor) mortgaged in case of 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 Assets/property and I/we agree and undertake to abide by it.

6.	I/We also end	close a Demand Draft/P	ay Order of value I	Rs	(Rupees
		only)	only) towards Earnest Money Deposit (EMD) in the name o		
"IDBI	Bank Ltd pa	yable at par			
			Or		
We ha	ave remitted th	e amount of EMD Rs.		(Rupees	
		•••••			
dated.	fr	omB	ank, in favour of II	OBI Bank Ltd.	
7.	We understar	nd that the EMD will no	ot carry any interest	t.	
8.	We understar	nd that the Bid/Offer sh	nould be uncondition	onal and Bid/Offer	having conditions
contra	ry to the terms	and conditions of the T	Cender/Offer docum	nent can be summar	rily rejected.
Place	:				
Dated	:	day of	20	)24	
duly a	uthorised to sig	n Bid / Offer for and of the Bidder/Offerer)			
	LOCK CAPITA				
(111 D	LOCK CAFIL	ALS)			
WITN	IESS:				
Signat	ture	:			
Name	and Address	:			
Occup	oation	:			