

**The Authorised Officer (AO)
of
IDBI BANK LIMITED
(CIN: L65190MH2004GOI148838)**

Branch Address

**Dombivali East Branch: IDBI Bank Limited, Damle Building, Phadke Road,
Baji Prabhu Chowk, Dombivali (East), Dist. Thane - 421201**

TENDER DOCUMENT

**For
Sale of Assets of Shri Subhash Pandit Thakur
Mortgaged for loans of
M/s. Subhash Dairy & Ice Factory
(Proprietor: Late Mr. Subash Pandit Thakur)**

Property Address

**Plot No. 7 & 8, Survey No. 176/1, CTS No. 3019/A/1, Sambhaji Nagar,
Pachora, Dist. Jalgaon, Maharashtra - 424201**

Under

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

and

The Security Interest (Enforcement) Rules, 2002

CONTENTS		
Sr. No.	Particulars	Page No.
I	Possession Notice	3
II	Public Notice	4-5
III	Introduction	6
IV	Brief Description- Secured Asset	7
V	Outstanding Dues of IDBI Bank Ltd.	7
VI	Terms & Conditions	7-16
VII	Brief Details of TenderDocument	17
VIII	Form of Profile of the Bidder/s – Individual / Proprietary Concern	18
IX	Form of Profile of the Bidder/s – Company / Firm / Other Corporate Body	19-20
X	Form of Appendix to the Bid (Declaration by the Bidder/s)	21-22

I. Possession Notice

Whereas

The undersigned being the authorized officer of the IDBI Bank Ltd. under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest (Second) Act, 2002 and in exercise of powers conferred under Section 13 (12) read with rule 3 of the security Interest (Enforcement) rules 2002 issued a Demand Notice dated September 12, 2012 under section 13 (2) of the said Act calling upon the borrower M/s. Subhash Dairy & Ice Factory & Mr Subash Pandit Thakur (Proprietor) to repay the amount mentioned in the said notice being Rs.1,14,20,738.78/- (Rupees One Crore Fourteen Lakhs Twenty Thousand Seven Hundred Thirty Eight and Paise Seventy Eight Only) as on August 31, 2012 together with future interest at the contractual rate on the aforesaid amount and incidental expenses cost charges etc incurred/ to be incurred; within 60 days from the date of the said notice.

The borrower and others mentioned hereinabove having failed to repay the amount, notice is hereby given to the borrower and others mentioned herein above in particular and to the public in general, the circle officer, Pachora, Jalgaon has taken possession of the property described herein below in excersise of powers conferred on him by an order isued by District Magistrate, Jalgaon in Misc Application No. Secu/SR/2017/2/59/19771 under section 14 of the said Act on July 24, 2017 & subsequent order issued to Tahsildar Jalgaon & handed over possession of the property to the Authorised officer of IDBI Bank Ltd, Dombivali East, Dist. Thane, Maharashtra branch on November 17, 2017.

The borrower and the others mentioned hereinabove in particular and the public in general are hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of IDBI Bank for an amount of Rs.1,14,20,738.78/- (Rupees One Crore Fourteen Lakhs Twenty Thousand Seven Hundred Thirty Eight and Paise Seventy Eight Only) as on August 31, 2012 together with future interest at the contractual rate on the aforesaid amount and incidental expenses, cost, charges etc. incurred/ to be incurred description of the immovable property and movable property:

Description of the Immovable Property

All those pieces and parcels of land bearing CTS No. 3019/A/1, Plot No. 7 & 8, Survey No. 176/1, Sambhaji Nagar, Pachora, Dist. Jalgaon, Maharashtra – 424201 together with all the structures thereon and all machinery etc. attached to the earth or permanently fastened to anything attached to the earth

Description of the Movable Property

Plant and Machinery:

1. Sealing and Packing machine, 2.Meter Panel 415V
3. Filling and Packing machine, 4.Horizontal Milk Storage Tank, S.S (300-500 litres), 5. Pasteurizer with plate heat exchanger
6. Panel board, 7.Ice chilling plant 8. Milk Tank-1000 litres, 9. SS Tank
10. Miscellaneous fabricated structures



Public Notice for Sale through e-Auction

**IDBI Bank Limited, Damle Building,
Phadke Road, Baji Prabhu Chowk, Dombavali (East), Thane – 421201**

The undersigned, being the Authorized Officer (AO) of the IDBI Bank Ltd., invites Bids/Offer for sale of the following properties through e-auction under provisions of the Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (the Act) read with the Security Interest (Enforcement) Rules 2002.

Name of the borrower: **M/s. Subhash Dairy & Ice Factory** (Proprietor: Late Shri Subash Pandit Thakur). Loan account No: 183673100000213, 183651100000286

Name of the Mortgagor: **Late Shri Subhash Pandit Thakur**

Date of Demand Notice/Amount: 12th September 2012 / Rs.1,14,20,738.78/- (Rupees One Crore Fourteen Lakhs Twenty Thousand Seven Hundred Thirty Eight & Paise Seventy Eight only)

Date of Possession: 19th June 2013 (Symbolic Possession), 17th November 2017 (Physical Possession).

Description of Property	Reserve Price (Rs)	Earnest Money Deposit (Rs)
Land and Commercial Building thereon: All that piece and parcel of land situated at Pachora, Taluka Pachora, Dist. Jalgaon and detailed as follows -- (1) C.T.S No. 3019/A/1, Plot No. 7, admeasuring 196 Sq.metres (2) C.T.S No. 3019/A/1, Plot No 8 admeasuring 154 Sq.metres	31,50,000	3,15,000

Borrower/mortgagor is hereby given this notice under rule 6(2), 8(6) & 9(1) of the SARFAESI Act, 2002 to pay the outstanding amount being Rs.2,80,96,879/- **(Rupees Two Crore Eighty Lakh Ninety Six Thousand Eight Hundred and Seventy Nine only) as on 1st April 2018**, together with further interest from 01-04-2018 & costs thereafter, within 15 days from the date of this notice, failing which the e-Auction of the Secured Asset shall take place.

IMPORTANT DATES:-

Dates of Property Inspection	20th & 21st January 2022 11.00 AM to 4.00 PM
Last Date of Submission of Bid along with EMD	25th January 2022 by 4.00 PM.
Date of E-Auction	28th January 2022
Time of E-Auction	10.30 AM to 11.00 AM
Minimum Bid Increase amount	Rs.25,000/-

List of terms and conditions appearing in Bid Document:

1. The Sale of Assets is on “As is where is basis”, “As is what basis is”, “Whatever there is basis” and “Without recourse basis”. All statutory liabilities/taxes/maintenance fee/Property tax/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. Bank does not take any responsibility to provide information on the same. It is the responsibility of the bidders to obtain all these information from respective sources.
2. Sale is strictly subject to the terms & conditions given in this advertisement to be read along with the “Tender Document”. Tender document can be obtained from our office on all working days or downloaded from IDBI’s website i.e. www.idbi.com and <https://idbi.auctiontiger.net> available from 11-01-2022. Refer to detailed tender document for terms & Conditions of the auction hosted on <https://idbi.auctiontiger.net>.
3. The properties may be inspected on **20th & 21st January 2022** between 11.00 hrs and 16.00 hrs on working days with prior intimation to Dombivali (East) branch.
4. The Sale would be on e-auction platform at website: <https://idbi.auctiontiger.net> through e-auction service provider provider **M/s. E-Procurement Technologies Ltd. - Auction Tiger** and shall take place on **28-01-2022** from 10.30 hrs to 11.00 hrs, with unlimited extension of 5 minutes each. Bid may improve with multiple of Rs.25,000/-. **Bidder advised to do registration prior to EMD Submission on website.**
5. Interested parties may submit Bid documents along with DD issued in favor of “IDBI Bank Ltd.” payable at Mumbai towards the EMD. Bidder/s, who prefers to submit the EMD by way of RTGS, may remit the **EMD amount in favour of IDBI Bank Ltd., Operations Suspense A/c No. 45537000010052, IFSC Code: IBKL0000455, Branch Name: Dombivali (East) Branch.** Such Bidder/s must indicate RTGS UTR No., amount remitted and date in the appropriate space in the Tender Form.
6. Interested parties may contact on (T) Shri Anil Kumar Nalam @ 8328267135, E-Mail ID: anil.nalam@idbi.co.in, Shri Varun Jain @ 9755557698, E-mail ID varun.jain@idbi.co.in

Dated: January 07, 2022
Place: Thane

Authorised Officer

The above notice has been published in the following newspapers on **January 08, 2022**

- i) The Free Press Journal (English) --Mumbai edition.
- ii) Navshakthi _Mumbai edition.

III. INTRODUCTION

IDBI Bank Ltd, a company incorporated under the Companies Act 1956 & a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949, having its Registered Office at IDBI Tower, Cuffe Parade, Mumbai 400005, Maharashtra & amongst other places, Branch office **IDBI Bank Limited**, Damle Building, Phadke Road, Baji Prabhu Chowk, Dombavali East, Thane – 421201 (herein after referred to as **IDBI Bank/Secured Lender**) issued a notice dated September 12, 2012 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. Subhash Dairy & Ice Factory** situated at CTS No. 3019/A/1, Plot No 7 & 8, Survey No. 176/1, Sambhaji Nagar, Pachora, Dist. Jalgaon District – 424201, (hereinafter called as “**Borrower**”) to repay the amount mentioned in the said notice being Rs.1,14,20,738.78 /- (Rupees One Crore Fourteen Lakhs Twenty Thousand Seven Hundred Thirty Eight and Paise Seventy Eight Only) as on 31st August 2012, together with further interest and other expenses/costs there on from 01st September, 2012 at the contractual rates upon the footing of compound interest until payment/realisation. Though the Borrower duly acknowledged receipt of said notice, it failed to discharge the liability.

As the immovable property of the **Borrower/Mortgagor** more particularly described herein after in the Tender Document, has been mortgaged to IDBI Bank as Security, dues recoverable from the Borrower constitute and represent 100% value of the outstanding dues having charge on the Secured Asset as envisaged under Section 13(9) of SARFAESI Act. The possession of immovable and movable Secured Asset was taken on November 17, 2017. The Authorized Officer (AO) has also got the Secured Asset valued after taking possession as required under the SARFAESI Act. The Details of Assets being put on sale is mentioned hereinafter.

VI. 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 Rules") is selling the Secured Asset mentioned in item No. IV of the Tender Document and the same is being sold, free from encumbrances known to the Bank on the deposit of the amount by the purchaser as may be advised by AO.		
2	The Tender Document along with Offer Form is available from 11th to 25th January 2022 on any working day between 11.00 A.M. to 4.00 P.M. and can be obtained from IDBI Bank Limited , Damle Building, Phadke Road, Baji Prabhu Chowk, Dombavali (East), Thane – 421201, The Tender Document can be down loaded from IDBI Bank web site www.idbi.com & https://idbi.auctiontiger.net .		
3	<u>Reserve Price and Earnest Money Deposit (EMD)</u>		
	Details	Reserve Price	Earnest Money Deposit
	Land and Commercial Building thereon: (1) All that piece and parcel of land bearing C.T.S No 3019/A/1, Plot No 7 situated at Pachora, Taluk Pachora, Jalgaon District admeasuring 196 Sq.metres bounded as under: Towards East: Plot No 6; Towards West: Road; Towards North: Survey. No 276/1 and Towards South: Plot No 8 (2) All that piece and parcel of land bearing C.T.S No 3019/A/1,Plot No 8 situated at Pachora,Taluk Pachora,Jalgaon District admeasuring 154 Sq.metres bounded as under: Towards East: Plot No 5; Towards West: Road;Towards North: Plot No 7: Towards South: Plot No 9	31,50,000	3,15,000
4	The property is proposed to be sold is on " <i>as is where is basis</i> ", " <i>as is what is basis</i> ", " <i>whatever there is basis</i> " and " <i>no recourse basis.</i> " 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/s. IDBI Bank does not take any responsibility to provide information on the same.		

5	<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 Asset including any dues relating to the Asset. Bidder/s shall be deemed to have read and understood the terms and conditions of the sale, full knowledge of the condition of the Asset, relevant documents, information, etc. whether the Bidder/s actually verifies or not.</p>
6	<p>The Bidders shall be deemed to have inspected and approved the Asset to their entire satisfaction and for that purpose the Bidder/s may, in their own interest and at their own cost, verify the area of the premises and details of immovable and movable asset, any other relevant information before submitting the Bid. It shall be presumed that the Bidder/s has satisfied himself/herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the Asset and that the Bidder/s concur or otherwise admit the identity of the Asset 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>
7	<p>The Bidder/s shall not be entitled to receive re-imbusement of any expenses which may have been incurred in preparation of the Bid for submission and/or for carrying out due diligence, search of title to the Asset and matters incidental thereto or for any other purpose in connection with purchase of the Asset under reference.</p>
8	<p><u>Submission of Tender</u></p> <p>The Bidder/s shall complete in all respects the Bid 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/s shall initial each page of the Bid. Bid received for sale and/or accepted are not transferable.</p> <p>The Format for submission of Profile of the Bidder/s are given in Chapter VIII & IX respectively of this Tender Document.</p> <p>The format- Chapter VIII is for Individuals.</p> <p>The format-Chapter IX is for Company / Proprietorship / Partnership firms.</p> <p>Bidders may fill in only the form relevant to them.</p>
9	<p>The Tender shall be signed by a person or persons duly authorised by the Bidder/s with the signature duly attested.</p>
10	<p>The Bid shall contain the full address, telephone no., fax no., e-mail-ID, if any, of the Bidder/s for serving notices required to be given to the Bidder/s in connection with the Offer.</p>
11	<p>The Tender form shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be</p>

	made in any of the documents attached thereto.
12	<p><u>Last date for submission of Tender Document</u></p> <p>The interested parties may submit Tender Document duly filled and signed along with the required documents to Authorized Officer (AO), IDBI Bank Limited, Damle Building, Phadke Road, Baji Prabhu Chowk, Dombavali East, Thane – 421201, <u>not later than 4.00 P.M. on 25th January 2022</u>, 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 Mumbai, issued by any Nationalised Bank/Scheduled Bank as Earnest Money Deposit (EMD), which shall be super scribed “EMD for M/s. Subhash Dairy & Ice Factory”, and the other sealed cover containing the Bid Document super scribed “Tender Document M/s. Subhash Dairy & Ice Factory”.</p> <p>Remittance of EMD by way of RTGS:</p> <p>Bidder/s, who prefers to submit the EMD by way RTGS, may remit the EMD amount in favour of IDBI Bank Limited, Operations Suspense A/c No. 45537000010052 & IFSC Code: IBKL0000455, Branch Name Dombivali (East) Branch. Such Bidder/s must indicate RTGS UTR No., amount remitted and date in the appropriate space in the Tender Form</p>
13	<p>The Bidder/s whose Tender Document is complete in every respect and whose Demand Draft/Pay Order for EMD/Remittance by way of RTGS proceeds is credited into the account well before the cut-off time and is found to be in order before the cut-off time will be permitted to participate in the E-Auction process. Form of Tender, if found incomplete in any respect, shall be liable for outright rejection. Bidder/s, whose forms are found to be in order together with the EMD submitted by them, will be intimated by e-mail and through mobile.</p>

<p>14</p>	<p>Registration with E-Auction Service Provider</p> <p>1. Participants who are not registered with the E-Auction service provider M/s. E-Procurement Technologies Ltd. - Auction Tiger, should register themselves by following the procedure mentioned at the website: https://idbi.auctiontiger.net</p> <p>The participants, intending purchasers are necessarily required to submit following documents/papers for registration to IDBI Bank Ltd.</p> <p>a. E-Auction Form duly signed & filled up. Please download the Form from www.idbi.com and https://idbi.auctiontiger.net</p> <p>b. Self-attested copy of PAN Card</p> <p>c. Self-attested valid residential proof (Any one of Voter Id card, Passport copy, Ration card, telephone bill, electric bill, Aadhaar card)</p> <p>d. Self-attested valid e-mail id and mobile no.</p> <p>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.</p> <p>After receiving the user id, password, in case any Bidder/s feels the need for training/E-Auction support, for queries during the live auction, auction room phone no, such Bidder/s may contact Mr. Chintan Bhatt – Asst. Manager (NPA e-Auction), Mobile: 09978591888, Email: Chintan.bhatt@auctiontiger.net. Support help desk: Mobile: 09265562818/ 9265562821/ 9265562819, Landline: 079-68136880/ 881/ 837/ 842, E-mail: support@auctiontiger.net. Monday – Friday 10:00 AM - 06:00 PM (10:00 AM - 06:00 PM - 1st, 3rd & 5th Saturday).</p> <p>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.</p>
<p>15</p>	<p>Apart from uploading scanned copy of Annexure - VIII & IX (mentioned in Tender Notice) in https://idbi.auctiontiger.net after duly filled up and signing, the hard copy of the same can also to be submitted to IDBI Bank Ltd., Dombivali (East) Branch before last date & time of submission of the bids.</p>
<p>16</p>	<p>Date & Time of E-Auction: 28th January 2022 between 10.30 AM and</p>

	<p>11.00 AM</p> <p>The interested bidders, who have submitted their Bid not below the Reserve Price through online mode before 4.00 P.M. on 25-01-2022, shall be eligible for participating in the e-bidding process. The e-Auction of above properties would be conducted exactly on the scheduled Date & Time as mentioned above by way of inter-se bidding amongst bidders. The bidder shall improve their offer at a minimum amount of the “Bid Increase Amount” against each property. Online Auction shall be for a period 1 hour. If a bidder places a bid in the last 5 minutes of closing of the e-Auction and if that bid gets accepted, then the auction’s duration shall automatically get extended for another 5 minutes. Please note that the auto- extension shall be for unlimited times and will take place only if a valid bid comes in last 5 minutes of closing. If valid bid is not received, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e- Auction, the auction shall get closed automatically without any extension. The bidder who submits the highest bid amount (not below the Reserve Price) on closure of e-Auction process shall be declared as Successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Authorized Officer/ Secured Creditor. Bids below reserve price will not be accepted.</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 made as under –</p> <p><u>In multiples of Rs.25,000/-</u></p> <p>Increase in bid amount below <u>Rs.25,000/-</u> 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.</p>
<p>17</p>	<p>AO reserves the right to retain the EMD of top three Bidders 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 may be returned within 7 days from the date of E-Auction.</p>

18	<p><u>Payment of Sale Price</u></p> <p>a) The successful Bidder/s would be informed in writing about the acceptance of his/her/their, bid/offer by the AO and will be required to deposit 25.00% of the sale price (less the amount of EMD) within 1 day from the date of letter/e-mail of e-auction intimating acceptance of his/her/their Bid, by crossed A/c Payee Demand Draft/Pay Order drawn in favour of "IDBI Bank Ltd." payable at Mumbai issued by any Nationalised Bank/Scheduled Bank or by RTGS favoring IDBI Bank Ltd. Operations Suspense A/c No. 45537000010052, and IFSC Code: IBKL0000455, Branch Name Dombivali (East).</p> <p>The balance amount of the sale price shall have to be paid within 15 days of the date of letter intimating acceptance of his/her/their Bid, by way of crossed A/c Payee Demand Draft/Pay Order drawn in favour of "IDBI Bank Ltd." Payable at Mumbai issued by any Nationalized Bank/Scheduled Bank or through RTGS/NEFT favoring IDBI Bank Ltd. Operations Suspense A/c No. 45537000010052, and IFSC Code: IBKL0000455, Branch Name Dombivali (East) or such extended period as may be agreed upon in writing between the successful Bidder/s and the AO.</p>
19	<p>In case the successful Bidder/s fails to deposit 25.00% of the sale price, the AO shall forfeit the EMD and if the successful Bidder/s backs out after paying 25.00% of the sale price, then AO shall forfeit the 25.00% of the sale consideration so deposited including the EMD.</p>
20	<p>The defaulting successful Bidder/s shall forfeit all claims, to the Asset or to any part of the sum for which, it may be subsequently sold.</p>
21	<p>In the event of the successful Bidder/s failing to pay the consideration amount within the time schedule stipulated, the AO reserves the right to resell the Asset to the second/third highest Bidder/s in the above manner, who shall also be treated as the successful Bidder/s.</p>
22	<p>On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue 'Sale Certificate' for the Secured Asset in favour of the purchaser, as per the format provided in the Security Interest (Enforcement) Rules, 2002.</p>
23	<p>The successful Bidder/s, shall after making full payment of sale price within 15 days of acceptance of Bid or such extended period, as may be granted by the AO at his sole and absolute discretion, arrange to take possession of the secured asset 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 Asset. In case the successful Bidder/s fails to take possession of the Secured Asset as stated above, the AO reserves the right to revoke the sale confirmed in his/her/their favour.</p>

24	The purchaser will be required to bear all the necessary expenses like Stamp Duty, Registration Expenses, etc. for transfer of asset in his/her/their name(s). It is expressly stipulated that there are no implied obligations on the part of the AO or the Secured Lender and it shall be solely the obligation of the Bidder/s, at his/her/their, 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/s to get the Asset transferred in his /her/their name(s). Bank does not take any responsibility to provide information on the same.
25	The submission of the Tender means and implies that the Bidder/s has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Tender, laid down herein.
26	The time hereinabove fixed for the observance and performance by the Bidder/s of any of the obligations to be observed by him/her/them under these conditions is and shall be deemed to be of the essence.
27	<p><u>General Terms and Conditions</u></p> <p>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.</p>
28	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 Bidder/s shall have no right whatsoever to object to the same.
29	The AO reserves the right and liberty, to accept/reject any or all the Bids 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/s fails to make payments as required in the Tender Document or withdraws his/her/theirBid, the AO, at its sole and absolute discretion, reserves the right to go for re-bidding or sell the Asset, by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the Bidder/s and/or other parties by private treaty and the Bidder/s shall have no right to object to the same.
30	In the event the said sale in favour of the Bidder/s not being confirmed by AO, otherwise than on account of the willful default of the Bidder/s 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/s shall, in that event be entitled only to receive back his/her/their Earnest Money Deposit (EMD) or purchase money as the case may be, but without interest, and the Bidder/s shall not be entitled to be paid his/her/their costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her/them.

31	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.
32	Particular specified in the 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.
33	Nothing in this notice constitute or will be deemed to constitute any commitment or representation on the part of the Bank to sell the above properties/assets. The Authorised officer may postpone/ cancel the e-auction without assigning any reason thereof
34	The decision of the Bank regarding declaration of successful bidder shall be final and binding on all the Bidders
35	Due to any administrative exigencies, necessitating change in date and time of e-Auction sale will be intimated through the service provider at the register email addresses or through SMS on the mobile number/email address given by them /registered with the service provider
36	<u>Jurisdiction</u> All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Mumbai, alone shall have jurisdiction to entertain /adjudicate such disputes.
37	Property can be inspected between 11 A.M and 4.00 P.M from 20th & 21st January 2022 on any working day after prior intimation to IDBI Bank Ltd., Dombivali (East) Branch. For any property related query may contact Branch Manager/Authorized Officer, IDBI Bank Ltd., Dombavali (East) branch at Ph: 0251- 2426529., 9755557698 (Shri Varun Jain) or 8328267135 (Shri Anil Kumar Nalam).
38	The bid once submitted by you, cannot be cancelled / withdrawn and the bidder shall be bound to buy the property at the final bid price. The failure on part of bidder to comply with any of the terms and conditions of the e-auction notice and Tender Document will result in forfeiture of the amount paid by the defaulting bidder
39	The bidders will be able to view the following on their screen along with the necessary fields in the E Auction: a. Leading Bidder in the Auction (CHB – Current Highest bidder) b. Bid Placed by bidder c. Opening Price & Minimum Increment value. d. The next acceptable minimum bid. e. Time left of auction to end.
40	Tenderer(s) must ensure the following while submitting the tender: a) That the Tender should be filled in the Format of the Tender Bid mentioned at Sr. No. VIII /IX as applicable. b) Copy of the PAN Card & Aadhar Card of the person bidding & if it is

	<p>a Company/Firm then copy of the PAN Card of the Company/Firm.</p> <p>c) Copy of Certificate of Incorporation of the Company/Firm.</p> <p>d) Board resolution of the company/firm authorizing 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> <p>g) Declaration by the bidder as per <u>FORM-X</u> OF APPENDIX TO THE BID To Be Submitted along-with the Bid</p>
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

VIII. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER/S

INDIVIDUAL/PROPRIETARY CONCERN

For purchase of Assets of **Shri Subhash Pandit Thakur (mortgaged for M/s. Subhash Dairy & Ice Factory)**

1	a) Full Name of the Bidder/s (in Block letters)	:	
	b) Complete Postal Address with PIN Code, Telephone Nos.; Fax No.; Website, etc.	:	
	c) Mobile No.	:	
	d) E-mail ID	:	
2	Brief particulars of business (if any)	:	
3	Relationship if any, the Bidder/s has with any employee of IDBI Bank Ltd.	:	
4	Name and particulars of the Company/Firm/Person in whose name the Secured Asset/property are to be purchased	:	
5	Details of Earnest Money Deposit (EMD)	:	
	i) Demand Draft No./Pay Order No./RTGS-UTR No.	:	
	ii) Date of Demand Draft/ Pay Order /RTGS	:	
	iii) Name of the issuing/sender Bank and Branch	:	
6	<i>Income Tax Permanent Account Number(s) (PAN) of Bidder/s.</i>	:	

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

Signature of the Bidder/s /duly authorised official of the Bidder/s

Name and Designation of the Authorised Signatory

Place :

Date :

IX. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER/S

COMPANY/PARTNERSHIP/OTHER CORPORATE BODY

For purchase of Asset of **Shri Subhash Pandit Thakur (mortgaged for M/s Subhash Dairy & Ice Factory)**

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

1.	a) Name of the Company/Firm/other Corporate Body <i>(in Block letters)</i>		
	b) Complete Registered Address		
	c) Complete Correspondence Address withPINCode, Telephone Nos.; Fax No.; 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/Partners	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/partners(in Block letters) (Original Authority letter to be attached to carry out the E-Auction process)	:	
	b) Complete Postal Address of the Authorised person withPIN	:	

	Code, Telephone Nos.; Fax No.; Website, etc.		
	<i>c)</i> Mobile No.		
	<i>d)</i> E-mail ID		
10	Designation of the Authorised Person	:	
11	Relationship, if any, the Bidder/s has with any employee of IDBI Bank Ltd.	:	
12	Details of Earnest Money Deposit (EMD)	:	
	<i>i)</i> Demand Draft No./Pay Order No./RTGS-UTR No.	:	
	<i>ii)</i> Date of Demand Draft/Pay Order/RTGS	:	
	<i>iii)</i> Name of the issuing/sender Bank and 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 Lender 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 authorisations should be annexed to this form.

X. FORM OF APPENDIX TO THE BID
(DECLARATION BY THE BIDDER/S)
(ON STAMP PAPER OF RS.100/-)

FORM FOR BID

(Note: This Appendix forms part of the Bid)

To,
Authorised Officer,
IDBI Bank Limited,
Damale Building, Phadake Road,
Baji Prabhu Chowk, Dombavali East, Thane – 421201

Sir,

Sale of Asset of Shri Subhash Pandit Thakur (mortgagor) mortgaged for the loan of M/s Subhash Dairy & Ice Factory (Borrower)

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

2. I/We understand that if my/our Bid is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Tender and acquire the Asset. If, 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 is accepted, and if 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 Tender Document.

I/We further understand that if my/our Bid is accepted, after making full payment of the sale price within 15 days of acceptance of Bid 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 asset 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 Asset. We further understand that in the event I/We fail to take possession of the Asset 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 Lender do not take or assume any responsibility for any dues, statutory or otherwise, of **Shri Subhash Pandit Thakur proprietor M/s Subhash Dairy & Ice Factory** including such dues that may affect transfer of the Asset 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.

4. I/We understand that you are not bound to accept the highest or any Bid you may receive. Further, I/we will not raise any objection in case the Authorised Officer goes for re-Bidding or sell the Asset 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 Asset and I/we agree and undertake to abide by it.

6. I/We also enclose a Demand Draft/Pay Order of value Rs. _____ (Rupees _____ only) towards Earnest Money Deposit (EMD) in the name of **“IDBI Bank Ltd.”** payable at Mumbai.

7. We understand that the EMD will not carry any interest.

8. We understand that the Bid should be unconditional and Bid having conditions contrary to the terms and conditions of the Tender 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/s)

(IN BLOCK CAPITALS)

WITNESS:

Signature...

Name & Address...

Occupation