34

# THE AUTHORISED OFFICER (AO)

## OF

## **IDBI BANK LIMITED**

Wagle Estate, Dosti Pinnacle, GF, Plot No. E-7, Road No. 22, Wagle Industrial Estate, MIDC, Thane(W),Pin :400604, Maharashtra

# TENDER DOCUMENT FOR SALE

of immovable properties owned and mortgaged by Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu Mhaiske In the matter of loan facilities granted to Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu Mhaiske

**Details of the Property** Property owned by **Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu Mhaiske** 

Address : Flat 1501, 15th Flr, Bldg. 5, River View Classic Bldg. Koliwali, Kalyan Thane 421301, Maharashtra With Carpet Area of 604 Sq ft + E. P area of 56 Sq ft +Open terrace of 63 Sq ft.

Sale under the provisions of

<u>The Securitization and Reconstruction of Financial Assets and</u> <u>Enforcement of Security Interest Act, 2002</u>

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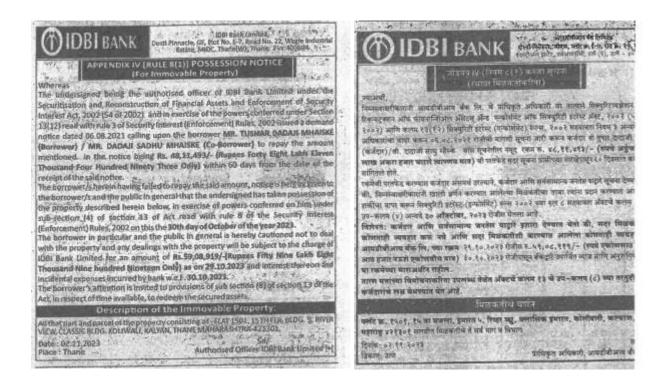
The Security Interest (Enforcement) Rules, 2002

	CONTENTS			
Sr. No	Particulars	Page No		
Ι	Possession Notices	3		
II	Public Notice for auction published in the newspapers	4		
III	Brief Description – Immovable Properties	5		
IV	Outstanding dues of IDBI Bank	6		
V	Terms & Conditions	6-12		
VI	Form – Profile of the Bidder – Individual – Annexure II	13-14		
VII	Form – Profile of the Bidder -	15-17		
	Company/Partnership/Proprietorship – Annexure II			
VIII	Form – Appendix to the Bid /Offer (declaration by the Bidder)	18-20		
	– Annexure III			

# **IMPORTANT DATES & INFORMATION**

Minimum Bid Incremental Amount	Rs.10,000/- (Rupees Ten Thousand Only)
Sale of Bid/ Tender Document	April 24, 2024 to May 09, 2024
Date of Inspection	03.05.2024 (11.00 am to 4 pm)
Last date of submission of Bids along with EMD	09.05.2024 till 4.00 pm.
Date of E-Auction	10.05.2024 at 11.30 am. To 12.00 pm

# I. Possession Notices



The above possession notices were published on December 3<sup>rd</sup>, 2023 in the newspapers mentioned as below:

S.No.	Newspapers	Edition	Date Published
1	The Free Press Journal	Mumbai	03.12.2023
2	Navshakti	Mumbai	03.12.2023

Sl. No.	Newspapers	Edition	Date Published
1	The Free Press Journal	Mumbai	21-04-2024
2	Navshakti	Mumbai	21-04-2024

II. E-auction Sale Notice dated. 21-04-2024, Published in the following newspapers :

-	<b>) IDBI</b> L65190MH2004	GOI148838	Cuffe Parade, I Branch Office: GF, Plot No. E-7 MIDC, Thane (V M. No.: 983963: 9124328510/ 83 Email : abhishel ganesh.dhomse .umesh@idbi.c	k.singh@idbi.co.in & A @idbi.co.in, rakesh.go o.in www.idbibank.in	Pinnacle e Industr arashtra 328267 Anil.nala ond@id	, rial Estate, I35/ m@idbi.co.in,
]	SIDENTIAL 8	Se COMMER LI, KALYAN	e Proviso to R CIAL PROPER I ,BADLAPUR	through Mega E-Au ule 8(6) or 9(1) TIES FOR SALE IN P and AMBERNATH, M	RIME L	SHTRA.
The	undersigned	being the A	uthorized Office	s security for availing the recurity for availing the recursive of the IDBI Ba lowing properties mort	nk Ltd.	(IDBI) invites
avai Sr	ling financial a I		an transformation and the		-	Date of
no			lame of custon			Possession
1				Dadaji Sadhu Mhaisko		30-10-2023
2				ls.Mamta Rakesh Son Kavita Cicilia S Gomes		29-11-2023
4				ant Shashikant Chava		16-12-2022
		and Sh	nashikant Gopal	Chavan		
Enfo Rule	prcement of Se	ecurity Intere with proviso	est Act, 2002 re	nd Reconstruction of F ad with the Security In (1), possession where	terest (I	Enforcement)
Flat 4215 3) Pr 2nd 5) Pr Shas Soci 5) Pr Shas Soci 10 10 10 10 10 10 10 10 10 10 10 10 10	no-204,2nd 501 with built u operty owned Fir Rai Heritag roperty owned shikant Gopa ety, Nr Motira arashtra with he dues of IDB Shri.Tushar adaji Sadhu 0.02.2024 star (penses, cha ereon with effi 0.) Shri.Jose s.Kavita Cicil 0.02.2024 star	floor, A- wii p area 950 s by Shri.Jose je, C Wing K I Chavan: F m Lakeview carpet area I I Bank Ltd. C Dadaji Mha J Mhaiske ds at Rs.62 rges and f act from 10.0 ph Jerom ia S Gome ds at Rs.41 rges and f	ng Square Hei qft as per Index ph Jerom Rozań alyan 421306, h Shashikant Cha No 504, 5th Fl village Nilje Ba 615 Sq ft as per Dutstanding : iske and Shri. dues as on .84 Lakhs (plus urther interest D2.2024.) Rozario and is dues as on .49 Lakhs (plus urther interest D2.2024.	o and Ms.Kavita Cicilia S Maharashtra with carpe van and Prashant Sha r Wing B Popular Arc adlapur Gaon Badlapu Index –II. iii) Shri.Rakesh Gh Ms.Mamta Rakesh 09.02.2024 stands at expenses, charges thereon with effect fro iv) Mayur Shashikant Shashikant Chavan a Chavan dues as on	S Gome et area o at area o ashikani ade Co- rr (W) T anshya a Soni r Rs.43. and fu m 10.02 Chavana and Sha s exper thereo Date (	ernath East- s: Flat No 201, f 440 Sq ft. t Chavan and Op. Housing hane-421503 m Soni and dues as on 28 Lakhs plus irther interest 2.2024. and Prashant shikant Gopal 224 stands at ises, charges
i)	Rs.61.47	Rs.6.15	(property i & ii)			2024 & 11.30 o 12.00 pm
			11.00 am to 4.00 pm	Branch Office: Wa		
ii).	Rs.30.10	Rs.3.01	04-05-2024	Pinnacle, GF, Plot N Wagle Industrial Esta	20 million (* 19	
iii)	Rs.29.94	Rs.2.99	(Property iii & iv) 11.00 am	Pin: 400604, Mahara		
iv)	Rs.28.59	Rs.2.86	to 4.00 pm			
4. <u>C</u> 1. T 2. T 8. T 1. T	Sist of the tern The sale of Si whatever the Creditors viz.: The aforesaid Bid increase an The Earnest M hree bidders to hter-se biddin	ms & condit ecured Asse re is basis' IDBI Bank Lt properties s mount is Rs. loney Depos upto 3 month g among the	ets is on <b>"as is</b> <b>and "no recou</b> dd. shall not be sold 10,000.00 sit – (EMD) will r his from the date to phree bidde	to Bank. gin Bid Document: where is basis", "a: urse basis" for and on below the reserve pri- not carry interest. AO m e of opening of the bids ers. The sale would be com and shall take pla	behalf c ce men nay reta s. The A on e-au	of the Secured tioned above. in EMD of top O may permit ction platform
1 h s p (4. E	1.30 am to 12 hold a valid e Sudha Comple berson Email : M) 895194438 Bidders are a	2.00 pm, unl mail address x, 3rd Stage, sushmitha. 3/96861967 dvised to g	limited extensio s, please contac , 4th Block, Basa <b>b@antaressyst</b> <b>'51, (L) - 080-404</b> o through the v	n of 5 minutes each. In t M/s ANTARES SYS: veshwaranagar, Banga ems.com / marina.j@i 82100 (For Technicalan website: www.bankean le before submitting th	tending TEMS L alore-56 antares ad Biddir uctionw	Bidders shall IMITED, #24, 0079. Contact systems.com ig Process). izard.com for

- detailed terms and conditions of auction sale before submitting their bids for taking part in the e-auction sale proceedings.
- In the e-auction sale proceedings.
  5. Earnest Money deposit (EMD) shall be deposited through DD from any scheduled bank drawn in favour of IDBI Bank Ltd., Wagle Estate Branch, Payable at Mumbai or to be remitted to Account No. 78334915010026, IFSC Code: IBKL0000783, Branch Name: IDBI Bank Ltd and submit proof of payment along with KYC documents (photo identity and address proofs) like PAN Card (compulsory), Aadhaar Card, Passport, Voter ID card, Driving License etc. The amount of EMD paid by the interested bidders shall carry no interest. The EMD shall be forfeited if the bidder does not participate in the or quice hundring the bid.

Page 5 of 21

# III. Brief Description – Immovable Properties

Property owned by Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu Mhaiske

Flat 1501, 15th Flr, Bldg. 5, River View Classic Bldg. Koliwali, Kalyan Thane 421301, Maharashtra With Carpet Area of 604 Sq ft + E. P area of 56 Sq ft +Open terrace of 63 Sq ft.

# IV. Outstanding dues of IDBI Bank Ltd in the account of Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu Mhaiske as on February 09, 2024

Name of the Borrower	Amount Outstanding as on 09.02.2024
Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu	Rs.62.84 Lakhs (plus expenses, charges and
Mhaiske	further interest thereon with effect from
	10.02.2024.

Together with further interest and costs thereon with effect from February 10, 2024 till the date of payment.

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# **Terms and Conditions**

1	The Au	thorized Officer (AO) exercising the powers under	the Securitiz	ation and Re	construction
	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/pi	roperties mentioned at item No. III of the Tender D	Ocument (here	einafter referre	ed to as the
	'Secured	l Assets').			
2	Issue of	Tender/ Offer / Bid Document			
		ender Document along with required Forms is avai			
	<u>2024</u>	on any working day between 10.30 am to 5.00 pm			<u>d can be</u>
	IDBL	obtained from Shri Abhishek, Authorized Off Bank Ltd., Goregaon West, Rustomjee's Ozone, Shop No.			Goregaon
		Flyover, MTNL Office, Goregaon West, Mumbai, Ma			Goregaon
		9839635346/9953581483/9430			
		OR			
		nder Document can also be downloaded from IDBI we	ebsite - www.i	db1bank.1n	
3	<u>Reserv</u>	<u>re Price &amp; Earnest Money (EMD)</u>			
	The <b>R</b> e	eserve price for the sale of the Secured Assets is fixed	as under:		
			<b>D</b>	D	EMD
	Part	Property Details	Possession taken on	Reserve Price (Rs	EMD (Rs
				Lakh)	Lakh)
	1	Property owned by Shri.Tushar Dadaji Mhaiske and	30.10.2023	61.47	6.15
		Shri. Dadaji Sadhu Mhaiske			
		Flat 1501, 15th Flr, Bldg. 5, River View Classic Bldg.			
		Koliwali, Kalyan Thane 421301, Maharashtra With			
		Carpet Area of 604 Sq ft + E. P area of 56 Sq ft +Open			
		terrace of 63 Sq ft.			
4	i) The	sale of Secured Assets is on "As is where is", "A	s is what is A	k whatever th	ere is" and
-		<i>trecourse</i> " basis. The description of the immovable pr			
		Sorrower with the secured lenders from time to time an			
	- )				<i>j</i>
	ii.) Auth	norized Officer (AO) does not take or assume any	y responsibilit	y for any sho	ortfall of the
		ble assets or for procuring any permission, etc. or for	/ I		
		statutory liabilities / taxes / maintenance fee / elect		-	-
		ate and/or yet to fall due would be ascertained by th			•
		ful bidder. It is expressly made clear that AO / Bank tion on the same $AO$ / Bank does not take on example.		-	
		tion on the same. AO / Bank does not take or assume a wise, of <b>Shri.Tushar Dadaji Mhaiske and Shri. Dadaji</b>	• •	• •	•
		ect transfer of the assets in the name of the purchase			
		aid by the purchaser.		,	
		ails of encumbrances known to the secured credi			
	bidders	are advised to satisfy themselves regarding encumbran	nces, if any, ov	ver the above p	properties.
5	Inchas	tion of assets			
5	mspec	<u>11011 01 433013</u>			

	The interested parties may inspect the assets at their own cost on May 03, 2024 during 11.00 am to
	<b>4.00 pm</b> with prior request in the presence of a representative of the AO available at the site to facilitate
	the inspection.
6	Due Diligence by the bidders
Ŭ	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 inspects or visits or 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 details of movable assets and any other relevant information before
	submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself about the names,
	descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and 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 Profile of the Bidder and Declaration by the Bidder
	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 sign each
	page of all the documents. Offers received for sale and / or accepted are not transferable.
	The Format for submission of "Profile of the Bidder" & "Declaration by the Bidder" are given in
	Chapter VI, VII & VIII of this Tender Documents. Bidders may fill in only the form
	relevant/applicable to them.
10	The Bid Documents shall be signed by a person or persons duly authorized by the Bidder with
10	the signature duly attested.
11	The Bid Documents shall contain the full address, Telephone No., Fax No., e-mail-ID, if any, of the
•••	Bidder for serving notices required to be given to the Bidder in connection with the Offer.
12	The Bid Documents shall not be detached one from the other and no alteration or Mutilation
14	(other than filling in all the blank spaces) shall be made in any of the documents attached thereto.
13	
15	Last date for submission of Tender/Offer /Bid Document
	The interested parties may submit Tender Document duly filled and signed on each page along with EMD and other required documents to the <b>"Authorized Officer,</b> IDBI Bank Ltd., Branch Office- IDBI
	Bank Ltd., Wagle Estate, Dosti Pinnacle, GF, Plot No. E-7, Road No. 22, Wagle Industrial Estate, MIDC,
	Thane(W),Pin :400604, Maharashtra. Mob. No.: <b>9839635346/ 9922413233/ 8328267135/ 9430022540/</b>
	9124328510/ 8369448089 not later than 16.00 Hrs on May 09, 2024 in a cover, which shall be super-
	scribed as "Tender Document and EMD: A/c Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu
	Mhaiske The DD / PO should be drawn in favour of "IDBI Bank Limited" payable at Mumbai
	issued by any Scheduled commercial Bank as Earnest Money Deposit (EMD).
	Remittance of EMD by way of RTGS

	Didden and a sufficient of the EMD because of DTCC
	Bidders who prefer to submit the EMD by way of RTGS, may remit the respective EMD amount in favour of IDBI Bank Limited, Account No. 78334915010026,, IFSC Code: IBKL0000783,
	Branch: Wagle Estate, Dosti Pinnacle, GF, Plot No. E-7, Road No. 22, Wagle Industrial Estate, MIDC,
	Thane(W),Pin :400604. Such bidders must indicate RTGS UTR No., Amount remitted and date in
	the appropriate space in the Profile of the Bidder.
14	Only those bidders will be permitted to participate in the auction whose Tender/ Offer Document
	is complete in every respect and whose Demand Draft/Pay Order for EMD is found to be in order
	and /or remittance by way of RTGS proceeds is credited into the account, indicated above, 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, 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.
15	<b>Registration with E-Auction Service Provider</b>
	1. Participants, who are not already registered with the e-auction provider, M/s ANTARES
	SYSTEMS LIMITED, should register themselves by following the procedure mentioned at
	the website : www.bankeauctionwizard.com. The participants/intending purchasers are
	necessarily required to submit following documents / papers for registration to M/s
	ANTARES SYSTEMS LIMITED.
	a. SOI Form duly signed & filled up. Please download from : www.bankeauctionwizard.com
	c. Self Attested valid residential proof (Voter Id card, Passport copy, Ration card, telephone bill, electric bill - any one)
	d. Valid e-mail id and Mobile Number.
16	The user id and password will be then sent directly to the registered participants / intending purchasers
10	whose Tender Document is complete in all respect and whose Demand Draft/Pay Order for EMD is
	found to be in order and /or remittance by way of RTGS proceeds is credited into the account indicated
	well before the cut-off time and whose documents are complete in all the respects, 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 bidder feels the need for
	training / e-auction support, such bidders may contact by contacting M/s ANTARES SYSTEMS
	LIMITED, #24, Sudha Complex, 3rd Stage, 4th Block, Basaveshwaranagar, Bangalore-560079. Contact person
	Email : sushmitha.b@antaressystems.com / marina.j@antaressystems.com (M) 8951944383 /
	9686196751, (L) - 080-40482100 (For Technical and Bidding Process).
17	Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither
	IDBI Bank nor the Service provider will be responsible for any lapses (Internet failure, Power failure,
	etc) on the part of the vendor, in such cases. In order to ward of such contingent situation, bidders
	are requested to make all the necessary/alternative arrangements such as backup power supply and
	whatever else required so that they are able to circumvent such situation and are able to participate
	in the auction successfully.
18	<u>The e-Auction day : 10.05.2024 (Friday) from 11.30 A.M. to 12 P.M.</u>

	<ul> <li>The initial 10 minutes of e-auction will be kept open for all the intending bidders to bid. The auction would be held with unlimited extensions of 5 minutes each, if required, on e-auction platform at website : www.bankeauctionwizard.com. 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.</li> <li><u>Increase in Bid Amount :</u> It may be noted that increase in bid amount, if any, during the e-auction period shall be made as under. In multiples of Rs.10,000/- (Rupees Ten Thousand only) Increase in bid amount below the above amount will not be accepted. First bid should be of at least equal to or above the Reserve Price or increment(s) in multiples as mentioned above.</li></ul>
19	Authorised Officer (AO) reserves the right to retain the EMD of top three bids up to three months from the date of auction and <b>the amount of EMD will not carry any interest</b> . The Bids so retained will be valid for three months from the date of 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 auction.
20	<b>Payment of Sale Price</b> 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 on receipt of the valid communication intimating acceptance of his/her bid by way of crossed A/c Payee Demand Draft/Pay Order drawn in favour of " <b>IDBI Bank Limited</b> " payable at Mumbai issued by any Scheduled Commercial Bank or by way of <b>RTGS</b> in favour of <b>IDBI Bank Limited</b> , <b>Account No. 78334915010026</b> , IFSC Code: <b>IBKL0000783</b> , <b>Branch : Wagle Estate</b> , <b>Dosti Pinnacle</b> , <b>GF</b> , <b>Plot No. E-7</b> , <b>Road No. 22</b> , <b>Wagle Industrial Estate</b> , <b>MIDC</b> , <b>Thane(W)</b> , <b>Pin :400604</b> . The balance amount of the sale price shall have to be paid within 15 days from the date of valid communication intimating acceptance of his/her bid by way of crossed A/c Payee Demand Draft/Pay Order drawn in favour of <b>IDBI Bank Limited</b> Payable at <b>Mumbai</b> issued by any Scheduled Commercial Bank or by way of <b>RTGS</b> in favour of IDBI Bank Limited, <b>Account No. 78334915010026</b> , IFSC Code: <b>IBKL0000783</b> , <b>Branch : Wagle Estate</b> , <b>Dosti Pinnacle</b> , <b>GF</b> , <b>Plot No. F7334915010026</b> , IFSC Code: <b>IBKL0000783</b> , <b>Branch : Wagle Estate</b> , <b>Dosti Pinnacle</b> , <b>GF</b> , <b>Plot No. 78334915010026</b> , IFSC Code: <b>IBKL0000783</b> , <b>Branch : Wagle Estate</b> , <b>Dosti Pinnacle</b> , <b>GF</b> , <b>Plot No. 57334915010026</b> , IFSC Code: <b>IBKL0000783</b> , <b>Branch : Wagle Estate</b> , <b>Dosti Pinnacle</b> , <b>GF</b> , <b>Plot No. E-7</b> , <b>Road No. 22</b> , <b>Wagle Industrial Estate</b> , <b>MIDC</b> , <b>Thane(W)</b> , <b>Pin :400604</b> . or such extended period, not more than 90 days from the date of auction, as may be agreed upon in writing between the successful bidder and the AO.
21	In case the successful bidder fails to deposit 25% of the sale price within the above stipulated time, the EMD paid shall be forfeited and if the successful bidder backs out after paying 25% of the sale price, then the 25% of the sale consideration so deposited including the EMD shall be forfeited.
22	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	In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the AO reserves the right to re - sell the assets to the second/third highest bidder in the above manner, who shall also be treated as the successful bidder mentioned in clauses 9 to 14 above and further in terms of this Bid Document.

24	On confirmation of sale and if the terms of payment have been complied with, the AO, exercising the
	power of sale, shall issue Certificate of Sale for the movable and immovable properties in favour of the
	purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002.
25	The successful Bidder shall, after making full payment of sale price within 15 days of acceptance
	of bid/offer or such extended period, not more than 90 days from the date of auction, 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 favour, forfeit the entire amount paid by the
	successful bidder and go for re-bidding or sell the secured assets by any of the modes as prescribed
	in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by
	private treaty. In such an event, the original successful bidder shall have no claims on the secured
	assets or to any amount /s for which it may be subsequently sold.
26	The purchaser will be required to bear all the necessary expenses like stamp duty, registration
	expenses, sale tax 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.
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	The AO reserves the right and liberty to accept/reject any (including the highest bid) 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 sells 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 favour 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 payment of 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 to call
	off the sale process at any point of time without assigning any reasons.
34	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.
35	Jurisdiction:
	All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in
	Mumbai/Maharashtra State shall have the exclusive jurisdiction to entertain adjudicate such disputes.

## VI. FORMAT FOR SUBMISSION OF

### **PROFILE OF THE BIDDER- INDIVIDUAL**

For purchase of secured assets / property of Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu Mhaiske Flat 1501, 15th Flr, Bldg. 5, River View Classic Bldg. Koliwali, Kalyan Thane 421301, Maharashtra With Carpet Area of 604 Sq ft + E. P area of 56 Sq ft +Open terrace of 63 Sq ft.

## (To be filled and submitted by the Bidder/ Offerer individually for each property)

1	<i>a)</i> Full Name of the	:	
	Bidder/Offerer		
	(in Block letters)		
	b) Complete Postal Address with	:	
	PIN Code, Telephone Nos.;		
	Fax Nos.; Website, etc.		
	<i>c)</i> 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 Earnest Money		
	Deposit (EMD)		
	RTGS UTR NO.	:	
	Amount remitted	:	

	Date	:	
6.	Income Tax Permanent Account Number(s) (PAN) of Bidder /Offerer	:	
7.	Bank account details(In case of refund of EMD amount)		Account Name: Account Number: IFSC Code: Bank Name & Branch:

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

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

Signature of the duly authorised official of the Bidder/Offerer

Name and Designation of the Authorised Signatory

Place :

Date :

# VII. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

## COMPANY/ PARTNERSHIP/ PROPRIETORSHIP

*For purchase of secured assets / property of* Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu Mhaiske Flat 1501, 15th Flr, Bldg. 5, River View Classic Bldg. Koliwali, Kalyan Thane 421301, Maharashtra With Carpet Area of 604 Sq ft + E. P area of 56 Sq ft +Open terrace of 63 Sq ft.

1.	a) Name of the Company/ Firm/ Party (in Block letters)	
	<b>b)</b> Complete Registered Address	
	<i>c)</i> Complete Correspondence Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	
2.	Date of Incorporation	
3.	Constitution (Private/Public/Joint)	
4.	Name of Chairman	
5.	Name of Managing Director / Partners	
6.	Board of Directors	a)
		b)
		c)
		d)
		e)
		f)
7.	Income tax PAN No.	
	(attested copy of PAN card of the company to be attached)	
8.	Date of Last Income Tax Return	

	(Enclose copy of last 3 years' Income Tax clearance certificate)	
9	<ul> <li>a) Full Name of the Authorised Person to carry out e- auction on behalf of the company/firm /party (<i>in Block letters</i>)</li> <li>(Original Authorised letter to be attached to carry out the e-auction process)</li> </ul>	:
	<b>b)</b> Complete Postal Address of the Authorise person with PIN Code, Telephone Nos.;	:
	Fax Nos.; Website, etc.	
	<i>c)</i> Mobile Nos.	
	<b>d)</b> E-mail ID	
10	Designation of the Authorize Person	:
11	Relationship, if any, the Bidder/Offerer has with any employee of IDBI Bank Ltd.	:
12.	Details of Earnest Money	
	Deposit (EMD)	
	RTGS UTR No.	
	Amount remitted	
	Date	
13.	Income Tax Permanent Account Number(s) (PAN) of Authorised person	
14.	Bank Account details(In case of refund of EMD amount)	Account Name: Account Number:
		Bank Name & Branch:
		IFSC Code:

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

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

Signature:

Name of the Authorised Person :

Designation :

**Company Seal** 

All authorizations should be annexed to this form.

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#### 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)

Τo,

Authorised Officer, IDBI Bank Ltd., Rustomjee's Ozone, Shop No. 7, Laxmi Singh complex, Near Goregaon Flyover, MTNL Office, Goregaon West, Mumbai, Maharashtra – 400062

Sir,

## Sale of Secured Assets/Property of Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu Mhaiske

#### Immovable properties situated at -

Property owned by Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu Mhaiske

Address : Flat 1501, 15th Flr, Bldg. 5, River View Classic Bldg. Koliwali, Kalyan Thane 421301, Maharashtra With Carpet Area of 604 Sq ft + E. P area of 56 Sq ft + Open terrace of 63 Sq ft.

- 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 sole and absolute discretion, I/we shall arrange to take possession of the secured assets immediately thereafter. 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.

- 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 Shri.Tushar Dadaji Mhaiske and Shri. Dadaji Sadhu Mhaiske, 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 rebidding 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 have remitted Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_\_ only) towards Earnest Money Deposit (EMD) to IDBI Bank Ltd by way of RTGS amount in favour of IDBI Bank Limited, Account No. 78334915010026, IFSC Code: IBKL0000783,, Branch : IDBI Bank Limited, Wagle Estate Branch ,Thane.
- 7 We understand that the EMD will not carry any interest.

8 We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Tender/Offer document can be summarily rejected.

Place : Mumbai

Dated ...\_\_\_ day of \_\_\_\_\_20
Signature ...... in the capacity of .....

duly authorised to sign Bid/Offer for and on behalf of .....

(Name and address of the Bidder/Offerer)

(IN BLOCK CAPITALS)

WITNESS :

Signature	:	
Name & Address	:	
Occupation	:	 

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