

The Authorised Officer

Of

**The Maharashtra State Co-operative Bank Ltd., Mumbai
(Incorporating The Vidarbha Co-Op Bank Ltd.)
Sir Vithaldas Thackersey Smruti Bhavan., 9, Maharashtra Chamber of
Commerce Lane, Fort, Mumbai – 400 001.,
Post box No.472, Tel NO-91-022-22800747/228760150 to 20**

Website: <https://mscbank.com>

Reference No. MSCB/DIRR/SEC- 46/ /2020-21

dated 01/03/2021

For

Sale of Assets

Of

**AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,
VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA,
MAHARASHTRA**

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

And

Security Interest (Enforcement) Rules, 2002

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I. Copy of the Notice for Sale**THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., MUMBAI****(Incorporating The Vidarbha Co-Op Bank Ltd.)****(Schedule Bank)**

Head Office: 2nd Floor, Sir Vithaldas Thackersey Memorial Bldg., 9, Maharashtra Chamber of
Commerce Lane, Fort, Mumbai – 400 001, Post Box No. 472

Tel Nos. 91-022-22822217/22876020. Web Site: <https://mscbank.com>

Regional Office: THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., Dr. Dhananjay Gadgil Road, Mahal,
Nagpur – 440032 Tel No. 0712-2774967/2773930

RE-TENDER NOTICE FOR SALE**SALE OF IMMOVABLE AND MOVABLE PROPERTIES OF AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,
VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA****In terms of Securitisation and Reconstruction of Financial Assets and Enforcement of Security
Interest Act, 2002 (SARFAESI Act, 2002)**

The undersigned being the Authorised Officer (AO) of The Maharashtra State Co-Operative Bank Ltd., Mumbai (Incorporating The Vidarbha Co-Op Bank Ltd.), hereby invites Bids/Offer in sealed envelopes for sale of the following properties of **AKOT TALUKA SAHAKARI SOOT GIRNI LTD., VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA.**, under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with the Security Interest (Enforcement) Rules, 2002, possession whereof have been taken by the undersigned on 11/07/2007.

Brief Description of the Properties:-

AKOT TALUKA SAHAKARI SOOT GIRNI LTD., is situated at VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA.,(manufacturer of yarn). It is 60 Km away from the Akola City.

Sr.No.	Particulars	Location			Land Area	
1.	Factory land and Building, Plant and Machinery. 17,280 Spindles	VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA.			25 Hectare 19 Are	
2.	(Rs. In Lacs)					
Sr.No.	Property	Reserve Price (Rs.)	EMD 10% (EMD) (Rs.)	Date & Time of Inspection	Date & time of opening of bids	Outstanding as on 30.09.2020
1	Factory, Land & Building Plant and Machinery, Stores and spare parts & Scraps	1224.09	122.40	08.03.2021 to 09.03.2021 11.00 to 05.00 p.m.	16.03.2021 01.00 p.m.	6725.77

1	The Bank intends to sell the assets detailed above as “AS IS WHERE IS, AS IS WHAT IS AND WHATEVER WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER”. The AO does not take or assume any responsibility for any shortfall of the movable/immovable assets, for procuring any permissions etc., or for any dues, statutory or otherwise viz. Provident Fund, Sales Tax, Central Excise, G.S.T., Worker’s Dues, Property Tax, Electricity Charges, Water Charges etc., of any authority established by law. Such dues if any, both existing & future relating to the property will have to be borne / paid by the purchaser.
2	On the date of opening of the tender, the AO will declare the highest bidder above the reserved price, as successful bidder. No inter-se bidding shall take place. The successful bidder would be required to bear all the necessary expenses like stamp duty, registration expenses etc., for transfer of secured assets.
3	EMD should be paid through RTGS (RTGS/NEFT: IFSC: MSCI 0082002, A/c. No.0002116900000010 DIRR HEAD OFFICE.) to “The Maharashtra State Co-operative Bank Ltd.,” on or before the date of submission of tender. The EMD shall be refunded to unsuccessful bidder on the same date or next working day of opening of bid. The EMD will not carry any interest.
4	The Bid document can be obtained from the undersigned during 01/03/2021 to 15/03/2021 on any working day (except Public Holiday) between 11.00 a.m. to 5.30 p.m., on payment of non-refundable fee of Rs.25,000/-plus(+)GST 18% Rs.4500/- = Rs.29,500/- (Twenty Nine Thousand Five Hundred only), by NEFT. The Bid documents are available at Mumbai Head Office and Regional Office Nagpur. Further it can also be downloaded from website of the bank https://mscбанк.com . In case of downloaded document, the document fees shall be paid through NEFT before submission of the proposal at the time of submission of proposal.
5	Tender submission on or before 15/03/2021 up to 5.30 p.m., at H.O., Mumbai.
6	Date of opening of Sale tender is on date 16/03/2021 at 1.00 p.m.
7	The AO reserves the right to accept/ reject any/or all the bids without assigning any reasons. In case all the bids are rejected, the AO reserves the right to sell the assets by any of the mode as prescribed in the SARFAESI Act, 2002.
8	After opening of bid, bidder whose bid for the lot is highest will be the Successful bidder. The successful bidder would be required to bear all necessary expenses like Stamp duty, Registration expn. Etc. for transfer of secured assets.
9	The Bid document is available on MSC Bank website (www.mscбанк.com) from 01/03/2021 to 15/03/2021

STATUTORY SALE NOTICE UNDER SARFAESI ACT,2002

The Borrower and Guarantors are hereby noticed to pay the total outstanding dues before the opening of bid failing which the secured assets will be auctioned and balance if any will be recovered with interest and cost from you. This notice was already given vide our advertisement of previous respective sale. Hence complied the statutory provision of 30 days.

Date: 01/03/2021

Place: Mumbai

SD/-

[DR.AJIT DESHMUKH]

Managing Director

The Maharashtra State Co-Operative Bank Ltd., Mumbai

The public notice published following newspapers:

1. Financial Express (All over Maharashtra) dated -01/03/2021
2. Loksatta (All over Maharashtra) dated 01/03/2021

II. COPY OF POSSESSION NOTICE

**THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., MUMBAI
(Incorporating TheVidarbha Co-Op Bank Ltd.)
(Schedule Bank)**

Head Office: 2nd Floor, Sir VithaldasThackersey Smruti Bhavan., 9, Maharashtra Chamber of
Commerce Lane, Fort, Mumbai – 400 001, Post Box No. 472
Tel Nos. 91-022-22822217/22876020. Web Site: <https://mscbank.com>

Regional Office: Tilak Putla Mahal, Nagpur-440 032. Tel No. 0712-2774967/2773930

POSSESSION NOTICE FOR IMMOVABLE AND MOVABLE PROPERTY

Whereas the undersigned being the Authorised Officer of The Maharashtra State Co-Operative Bank Ltd., Nagpur Region, under the Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under Section 13 (2) read with rule 9 of the Security Interest (Enforcement) Rules, 2002 issued demand notice dated 18/03/2005, and taken possession under section 13 (4) of the said Act on 11/07/2007.

The above notice was published in Lokmat Marathi newspaper on 14/07/2007.

SD/-

AUTHORISED OFFICER ALIAS ASSISTANT MANAGER

The Maharashtra State Co-Operative Bank Ltd., Mumbai
Regionl Office: Nagpur

III. INTRODUCTION

The Maharashtra State Co-Operative Bank Ltd., at Mumbai in the State of Maharashtra (MSCB) issued a demand notice dated 18/03/2005 under Section 13 (2) of the Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 (hereinafter referred to as “the SARFAESI Act”) calling upon **AKOT TALUKA SAHAKARI SOOT GIRNI LTD., VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA,,** to repay within 60 days from the date of said notice, the amount mentioned therein being Rs.5101.19 Lakh (Rupees Fifty One Crore One Lakh Nineteen Thousand only) as on 30/09/2004 together with further interest and other expenses and costs thereon at contractual rates upon the footing of compound interest until payment/ realisation.

Authorised Officer (AO) of The MSCB has taken possession of the assets on 11/07/2007 which are mortgaged/hypothecated by the Borrower for securing the loans availed from The Maharashtra State Co-Operative Bank Ltd., Mumbai as indicated in the Bid document, after complying with the procedure in the presence of witnesses/Panchs, besides other officials of MSC Bank. The AO, after taking possession of the assets caused the inventory of the assets to be prepared. The AO published the Possession Notice in the newspapers as required under the SARFAESI Act. The AO has also engaged the services of security to protect and guard the secured assets and also insured the assets from possible perils/risks. The AO has also got the assets valued after taking possession as required under the SARFAESI Act.

The list of secured assets being put on sale is mentioned in Annexure IV and V hereunder.

IV. DETAILS OF SECURED ASSETS - IMMOVABLE ASSETS/PROPERTIES

AKOT TALUKA SAHAKARI SOOT GIRNI LTD., VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA. The brief description of the properties mortgaged is as under:

Land Details

Sr. No.	Gut No.	Area in Hectare- Are
	Village- Jogban	
1.	Gat No.11	2.22
2.	Gat No. 12/1A	1.39
3.	Gat No. 12/1B	0.13
4.	Gat No. 12/2	2.59
5.	Gat No. 13/4	0.49
6.	Gat No. 14/4	0.78
7.	Gat No. 14/1B	0.17
8.	Gat No. 15/1	2.73
9.	Gat No. 15/2	1.61
10.	Gat No. 15/3	1.21
11.	Gat No. 17/2	0.06
12.	Gat No. 17/2A	0.41
	Total	13.79
	Village – Vadali Satvai	
1.	Gat No. 112	0.81
2.	Gat No. 113	10.59
	Total	11.40

BUILDING DETAILS

Sr. No.	Description	Area in Sq. Mt.
1.	Main Gate Security Cabin 2 Nos. (RCC)	15.00
2.	Cycle Stand (A.C. Sheet)	197.68
3.	Godown No. 1,2 & 3 (A.C. Sheet)	856.00
4.	Front Side RCC Building (Office, Stores, Laboratory Etc.)	1051.2
5.	Factory Building Blow Room & Carding Section (A.C. Sheet)	1740.00
6. v.	Factory Building Speed Frame/ Draw Frame to Winding Section (A.C. Sheet)	8400.00
7.	Blow Room Filter Section (RCC)	80.6
8.	Carding Dust Filter Room (RCC)	52.7
9.	Godown No. 4 & 5 (A.C. Sheet) Near Winding Section	798.00
10.	Electric Panel Building (RCC)	209.00
11.	Fire Fighting Pump Room (RCC)	16.00
12.	Water Storage Tank Pump Room (RCC)	27.5
13.	Amenities (Hydrant tank & Water Storage Reservoir Tanks 3 Nos. (Cap.90,000 Ltrs.), Elevated Water Storage Tank Cap. 1,75,000 Liters, Qty. 1 No.)	---
	Ginning & Pressing Unit	
14.	Office Building (RCC)	75.6
15.	Ginning & Pressing Building (A.C. Sheet)	410.00
16.	Wastage Room (No. Roofing)	72.25
17.	Ginning Store Room (RCC)	61.6
18.	Ginning Godown (A.C. Sheet)	150.00
19.	Weighing Bridge Cabin (A.C. Sheet)	13.3
20.	'A' Type Quarters Total- 4 Nos. (RCC)	239.00
21.	M.D. Quarter (RCC)	110.00
22.	Guest House (RCC)	340.00
23.	'C' Type Quarters G+1, Total -24 Nos. (RCC)	467.00
24.	'B' Type Quarters G+1 Total -12 Nos.	462.00

V. DETAILS OF SECURED ASSETS- MOVABLE ASSETS AND MACHINERY

Sr. No.	MACHINE
1.	<p>Two Line Blow Room Line Machinery: Make : NSE, Coimbatore Mfg. year -1992 It consist of following machinery:</p> <ul style="list-style-type: none"> a) Super Bell Opener b) Conveyor Belt c) Step Cleaner d) Intensive Cleaner e) Intensive Blender f) Distributors g) Fine Opener h) Transport Fan i) Filter Plant & Central Panel j) Duo Cleaner k) Elevators l) Condenser m) Air Compressor
2.	<p>Carding Machine : Make : NSE, Coimbatore Model : KB 88 Suitable for coiler 24" x 42" Cans and control panel. Mfg. year:1993 Motor :3 HP Qty. :13 Nos.</p>
3.	<p>High Speed Draw Frame Machine : Make :- Padmatex, Coimbatore 8 can capacity Type : 720 Mfg. year : 1991-92 16 drums for each machine is provided. Main Motor: 7.5 HP Dust Motor : 2.5 HP Total Qty.: 8 Nos. One ELGI Make Air Compressor in speed frame section</p>
4.	<p>Speed Frame Machine : Make : Toyota, Japan Model: FL16 120 spindle cap. Mfg. Year : 1992 Main Motor :12.5 HP Fan Motor : 3 HP 120 cans for each machine Main control panel provided. Qty.: 7 Nos.</p>
5.	<p>Ring Frame Machine : Make : Textool Type : DJ50</p>

	480 spindle cap. Mfg. year: 1992 VPA drive , ring Dia.45/42mm with Main Motor : 17.5 HP Fan Motor : 3 HP Qty.: 36 Nos.
6.	Cone Winder: Make : Savio, Italy Mfg. year : 1992 60 drum per machine overhead cleaner etc. Qty.: 2 Nos.
7.	Cone Winder : Make : RJK Ahmedabad 120 bobbin cap. Mfg. year : 1992 Motor : 5 HP Qty. 3 Nos.
8.	Fly Winder Make : RJK Ahmedabad Cap. 120 Drums with blower Mfg. year : 1992 Qty. 1 Nos.
9.	Doubling Machine : Make : Sreevaree, Coimbatore Mfg. year : 1992 400 spindle cap. Qty.: 4 Nos.
10.	Doubling Machine : Make : Venkatapathy Foundry Coimbatore Mfg. year : 1992 Double sided with individual drive. Qty.: 6 Nos.
11.	Baling Press : Make : Venkatapathy Foundry, Coimbatore Mfg. Year : 1994 Motor: 50 HP Qty.: 1 No.
12.	Bundling Press : Make : Mac Engg. Mfg. year : 1992 Motor : 3 HP Qty.: 3 Nos.
13.	Lab Equipments : Yarn testing Equipments, Electronic weighing scales, etc.
14.	Electrical Transformer : Kirloskar make Cap.: 1000 KVA
15.	Saw Ginning Plant Machinery: Make: Vadergrife Model: "164 Gin stand" Mfg. year : 1992 95" x 164" gin stand with Bucket elevators, pneumatic cotton lint transfer arrangement, control panel, steel structure, blower, motor etc.

16.	Automatic Bale Press Machine : Make : Nipha Two bales at a time, control panel, Conveying system, Opener, Hydraulic Power pack etc. Mfg. year : 1992
17.	Misc. Equipment in Gin & Press Section : Air Compressor IR make, 1 Ton Cap. Weighing scale Mfg. year : 1992
18.	Misc. Equipments in Spinning Mill : Two Compressor Elgi make, Four weighing Scale Humidification plant and machinery Generator small cap.
19.	Weigh Bridge : Make : Eagle Mfg. year: 1992 Cap.: 30 Ton Found in Poor condition.
20.	Fire Hydrant System : With pump, pipeline at all locations.
21.	Stores and spares material
22.	Vehicle : a) Marshal Jeep- MH30 8837

The and immovable assets are put to sale on **“AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER”**.

VI. OUTSTANDING DUES OF THE SECURED CREDITORS

As per SARFAESI Act, MSCB is defined as secured creditor as its total outstanding as on 30/09/2020 is given as under-

(Rs.in Lacs)	
Name of Secured Lender	Amount (Rs. In Lacs)
The Maharashtra State Co-Operative Bank Ltd.	6725.77
TOTAL	6725.77

Plus further interest from 01/10/2020.

VII. TERMS AND CONDITIONS

1.	The Authorised officer (AO) exercising the powers under the Securitisation & 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 assets/properties mentioned in item No. IV & V of the Bid Document (hereinafter referred to as "the Secured Assets") and the same are being sold by the Secured Creditors as mentioned at item No. IV & V of the Bid Document.						
2.	<p>Issue of the Bid Document:- The Bid document can be obtained from the undersigned during 01/03/2021 to 15/03/2021 on any working day (except second & fourth Saturday, Sunday and Public Holiday) between 11.00 a.m. to 5.30 p.m., on payment of non-refundable fee of Rs.25,000/-plus(+)GST 18% Rs.4500/- = Rs.29,500/- (Twenty Nine Thousand Five Hundred only), by NEFT. The Bid documents are available at Mumbai Head Office and Regional Office Nagpur. Further it can also be downloaded from website of the bank https://mscбанк.com. In case of downloaded document, the document fees shall be paid through NEFT before submission of the proposal at the time of submission of proposal. In case of downloaded document, the document fees shall be paid through RTGS/NEFT before submission of the proposal time of submission of proposal.</p>						
3.	<p>Reserve Price: The Reserve price for the sale of the secured assets is Rs. 1224.09 lakhs (Rupees Twelve cores twenty four Lakhs and nine thousand only) detailed below. The property will not be sold in lots. (Rs.in Lacs)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Particulars</th> <th style="width: 25%;">Reserve Price</th> <th style="width: 25%;">Earnest Money Deposit (EMD)</th> </tr> </thead> <tbody> <tr> <td>Factory Building, Land 25 H 19 R. & Building Plant & Machinery Stores material and scrap</td> <td style="text-align: center;">1224.09</td> <td style="text-align: center;">122.40</td> </tr> </tbody> </table> <p>The Bidder who wants to bid only for Lot - B, will have to pay a refundable security deposit (not carrying any interest whatsoever) of Rs.20,00,000/- (Rupees Twenty Lakhs Only), other than the Bid amount. The successful bidder at the time of Dis-assembling/Dismantling of the plant should take care of the civil structures. While dismantling the plant the stability of the civil structures should not be disturbed. The successful bidder after lifting the machinery will reinstate the civil structure (e.g., Walls, RCC Columns and Flooring etc.) and remove the debris out of the site. If the successful bidder will not fulfil this condition, to the satisfaction of AO of Bank, the said security deposit will be forfeited. After the plant is completely removed from the site, the Authorised Officer along with the successful bidder will inspect the civil structures and only after ensuring the condition/state of the buildings/structures the security deposit will be refunded.</p>	Particulars	Reserve Price	Earnest Money Deposit (EMD)	Factory Building, Land 25 H 19 R. & Building Plant & Machinery Stores material and scrap	1224.09	122.40
Particulars	Reserve Price	Earnest Money Deposit (EMD)					
Factory Building, Land 25 H 19 R. & Building Plant & Machinery Stores material and scrap	1224.09	122.40					
4.	The Bank intends to sell the assets detailed above as " AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER ". The AO does not take or assume any responsibility for any shortfall of the movable/immovable assets, for procuring any permissions etc., or for any dues, statutory or otherwise viz. Provident Fund, Sales Tax, Central Excise, G.S.T., Worker's Dues. Property Tax. Electricity Charges, Water Charges etc., of any authority established by law. Such dues if any, both existing and future relating to the property will have to be borne/paid by the purchaser. The encumbrances marked in also need to be borne/paid by the Purchaser whatever is applicable as per law all the dues including Statutory dues, encumbrances shall be borne/paid on of the Sale price.						

5	<p><u>Inspection of Assets:</u> The interested parties may inspect the assets at their own cost between 11.00 a.m. to 5.00 p.m., on the assigned dates i.e., 08/03/2021 to 09/03/2021 in the presence of representative of the AO available at the site to facilitate the inspection.</p>
6	<p>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 land and buildings and details of the movable assets and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself/themselves about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries of the assets/properties and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him/her/themselves notwithstanding any discrepancy or variations, by comparison of the description in the particulars of the assets/properties and their conditions. Conditional Bids will not be accepted.</p>
7	<p><u>Due Diligence by the Bidders:</u> The interested parties shall carry out their own comprehensive due diligence on their own costs 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.</p>
8	<p>The Known dues as per the knowledge of Authorised Officer are as follows:-</p> <ol style="list-style-type: none"> 1. Provident Fund Dues of Rs.53,66,298/- as on 24/09/2012 2. Worker's Dues of Rs. 14,85,00,000/- as on 31/03/2009 3. Property Tax of Rs. 80,60,703/- as on 02/08/2014 <p>The successful bidder of each lots should deposit the said pro-rata amount alongwith interest thereon against all the dues of <i>Girni</i> with MSC Bank.</p>
9	<p>As per the knowledge of Authorised Officer, Five Labour Court matters are pending in Labour Court, Akola and High Court, Nagpur regarding workers dues.</p>
10.	<p>The Bidders shall not be entitled to receive re-imburement 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 the purchase of the assets under reference.</p>
11.	<p><u>Submission of Bid/Offer:</u> The Bidder shall complete the Bid/Offer form(s) annexed to the Bid Document in all respects, quote the price 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 on each page of the Bid/offer. The Bidder has to quote the offer price in figures and words in Indian Rupees. In case of discrepancies in offer price quoted, the price quoted in words will be considered as quoted price for evaluation by the Bank.</p>
12.	<p>The Bid/offer shall contain the full address, telephone nos., fax no, email id, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Bid/Offer.</p>

13.	The Bid/Offer shall be signed by a person or persons duly authorised by the Bidder with signature duly attested.
14.	The Bid/Offer form and the documents attached to it shall not be detached one from the other and no alteration or mutilations (other than filling in all the blank space) shall be made in any of the documents attached thereto.
15.	<p><u>Last date of submission of Bid/Offer Document:</u></p> <p>The interested parties may submit their unconditional and qualified bids to the MSCB in two separate sealed envelopes so as to reach the MSCB not later than 5.30 p.m., on 15/03/2021 one sealed envelope which shall be super scribed as “ Technical bid for AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,” containing following documents.</p> <ol style="list-style-type: none"> i. Bid document (form IX and X) as per format. ii. Copy of Memorandum & Articles of Association with Registration Certificate (if applicable) iii. Copy of Deed of Partnership with certificate (If applicable) iv. Bye-laws of the Co-op Society v. Last 3 years Audited Balance Sheet vi. Last 3 years Income Tax Returns vii. Pan Card copy of Firm/partners/Company/Directors/Individual viii. Copy of Resolution ix. Receipt of RTGS payment made to MSC Bank x. Earnest Money Deposit paid to “The Maharashtra State Co-Operative Bank Ltd., Mumbai, through RTGS (RTGS/NEFT: IFSC: MSCI 0082002) of The Maharashtra State Co-operative Bank DIRR HEAD OFFICE, Mumbai having its Account No. 0002116900000010, on or before the date of submission of tender. <p>The other sealed envelope containing “IX Form of Bid-Offer” (as per format of bid document) superscribed as “Financial Bid for “AKOT TALUKA SAHAKARI SOOT GIRNI LTD.” Both the sealed envelopes shall be put together in one sealed envelope which shall be super scribed as “Offer for “AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,” and addressed to Authorised Officer, The Maharashtra State Co-Operative Bank Ltd., 2nd Floor, Sir Vithaldas Thackersey Memorial Bldg., 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai – 400 001., and should be dropped in the box kept at above mentioned address.</p>
16.	The submission of the Bid/Offer means and implies that the Bidder/Offerer has unconditionally and irrevocably agreed to and accepted all the terms and conditions of the Bid/Offer detailed in the Bid Document.
17.	The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/her/themselves under these conditions is and shall be deemed to be of the essence.
18.	<u>Validity of Offer:-</u> The validity of offer shall be 60 days from the opening of the Bid.
19.	<p><u>Opening of Bids:</u></p> <p>The Bids will be opened by the AO on 16/03/2021 at 01.00.p.m. in the presence of the representatives of the bidders. The envelopes containing Technical bid shall be opened first and only those Bidders will be permitted to remain present whose “Technical bid” is found to be in</p>

	order.
20.	The bidders whose "Technical Bid" has been found to be in order will be the qualified bidders. The "Financial Bid" of qualified bidders only will be opened. Only two representatives from each of the qualified bidders carrying the necessary authority letter and identity proof shall be allowed to participate in the opening of bid.
21.	On the date of opening of the tender, the AO will declare the highest bidder above the reserved price, as successful bidder. No inter-se bidding shall take place.
22.	Bids/Offer with less than the Reserve Price as detailed in serial no. 3 and/or having incomplete Form of Bid/Offer shall be outright rejection.
23.	Payment of Sale price: The successful bidder would be informed in writing about the acceptance of his/her/their bid/offer by the AO. The Successful Bidder shall deposit 25% of the amount of sale price and security deposit after adjusting for EMD already paid, on the same day or not later than next working day failing which the EMD shall be forfeited. The balance 75% of the sale price share amount of all the dues of the Girni is payable alongwith on or before the 15 th day of confirmation of Sale by Authorised officer or on request of purchaser in writing such period as may be agreed by MSC Bank but in any case not exceeding 90 days. In case of failure to deposit this balance amount within the prescribed period, the amount deposited shall be forfeited. Balance payments other than EMD shall be made by way of crossed A/c Payee Demand Draft/ Pay Order drawn in favour of " The Maharashtra State Co-Operative Bank Ltd., Mumbai issued by any Nationalised/Schedule Bank or through RTGS (RTGS/NEFT: IFSC: MSCI 0082002) of The Maharashtra State Co-operative Bank DIRR HEAD OFFICE, Mumbai having its Account No. 0002116900000010
24.	If the successful bidder could not deposit the balance 75% of the sale price alongwith amount of all the dues of Girni within the stipulated period given to him/her/them, then on their request, the extension of time may be given and the Bank will charge interest at 18% p.a., on the balance amount. The Bank reserves the right to allow extension of time for balance 75% of the sale price and Sec. deposit.
25.	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.
26.	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 property in favour of the successful bidder as per the format provided in the Security Interest (Enforcement) Rules, 2002.
27.	The successful Bidder shall, after making full payment of sale price within 30 days of acceptance of bid/offer or such extended period as may be granted by the AO at his/her sole discretion, arrange to take the possession of the secured assets within the maximum period of 30 days. It is explicitly stated that once the Certificate of Sale is issued by the AO, the AO will not be held responsible for security and safe keeping of the Secured Assets. In such an event, the original successful bidder shall no claims on the secured assets or to any amount/s for which it may be subsequently sold.
28.	The successful bidder will be required to bear all the necessary expenses like stamp duty, registration expenses etc., for the transfer of assets in his/her/their name. it is expressly

	stipulated that there are no implied obligation on the part of AO or the secured creditors and it shall be solely the obligations of the Successful bidder, at his/her/their cost, to do all acts, things and deeds whatsoever for the completion of the sale including the payment of dues, if any, to get the assets transferred in the name of the Successful bidder.
29.	General Terms and Conditions:- The AO shall be at liberty to add, amend/modify/delete/drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances. The MSCB shall not be liable for any failure or delay in performance due to any cause beyond their control.
30.	The entire procedure of opening of Bids/Offer, the sequence of opening and 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 or all of the Bids/Offer 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 withdraw his/her/their bid, the AO as his sole and absolute discretion, reserves the right to go for re-tendering or sell the assets by any of the modes as prescribed in the SARFAESI Act and the bidders shall have no right to object to the same.
32.	In the event of 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/their 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/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/themselves.
33.	Notwithstanding anything stated elsewhere in this Bid Document, the AO 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 Law and the Courts in Mumbai (Maharashtra) alone shall have jurisdiction to entertain/adjudicate such disputes.

VIII. BRIEF DETAILS OF BID/OFFER DOCUMENT
The Maharashtra State Co-operative Bank Ltd., Mumbai
(Incorporating The Vidarbha Co-Op Bank Ltd.)
(Schedule Bank)
TECHNICAL BID

BID/OFFER FORM FOR PURCHASE OF SECURED ASSETS/PROPERTY OF AKOT TALUKA SAHAKARI SOOT GIRNI LTD., VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA.

1.	Issue of Bid/Offer Document	The Bid document can be obtained from the undersigned during 01/03/2021 to 15/03/2021 on any working day (except Public Holiday) between 11.00 a.m. to 5.30 p.m., on payment of non-refundable fee of Rs.25,000/-plus(+)GST 18% Rs.4500/- = Rs.29,500/- (Twenty Nine Thousand Five Hundred only), by NEFT. The Bid documents are available at Mumbai Head Office and Regional Office Nagpur. The Bid documents are available at Mumbai Head Office and Regional Office Nagpur. Further it can also be downloaded from website of the bank https://mscбанк.com . In case of downloaded document, the document fees shall be paid through RTGS/NEFT before submission of the proposal or by D.D. on nationalised bank at the time of submission of proposal.
2.	Cost of the Bid/Offer Document:	Rs.25,000/- + GST @ 18% Rs. 4,500/- (Rupees Twenty nine thousand five hundred only)
3.	Last date and time for submission of Bid/Offer:	15/03/2021 up to 5.30 p.m.
4.	Place of Submission of Bid/Offer :	Sealed Envelope should be dropped in the Box kept at The Maharashtra State Co-Operative Bank Ltd., 2nd Floor, Sir Vithaldas Thackersey Memorial Bldg., 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai – 400 001.
5.	Place, date and time of opening of Bids/Offer	The Maharashtra State Co-Operative Bank Ltd., 2 nd Floor, Sir Vithaldas Thackersey Memorial Bldg., 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400 001. Date: 16/03/2021 at 01.00 p.m.

Eligibility Criteria for the bidder:

1. Net worth of the Firm/ Society / Company and Directors must be positive.
2. Firm/ Society/ Company must have net profit for last three years.
3. Firm/ Society/ Company should not be having overdues of loans and advances.
4. Firm/ Society/ Company should not be black listed by any competent authority

IX. FORM OF BID/OFFER**FORM OF BID/OFFER FOR PURCHASE OF SECURED ASSETS/PROPERTY OF AKOT TALUKA SAHAKARI SOOT GIRNI LTD., VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA.****FINACIAL BID*****(To be filled and submitted by the Bidder/Offerer)***

1.	a) Full name of the Bidder/Offerer (In Block Letter)	:	
	b) Complete Postal Address with Pin Code, Telephone Nos., Fax Nos., Mobile Nos., E-Mail Id, Website etc.	:	
2.	Brief particulars of Business	:	
3.	Name of the Company/Firm/person in whose name the Secured Assets/property are to be purchased		
4.	Income Tax Permanent Account Number(s) (PAN) of Bidder/Offerer IT returns for three years Undertaking that firm/is not blacklisted by any authority.	:	
5.	Amount quoted by the Bidder/offered for the purchase of Secured Assets/property In figure- and in words	:Rs. : Rupees (Words)	
6.	Details of Earnest Money Deposit (EMD) RTGS Receipt No.	Rs. : Rupees (Words)	

I/We have read and understood the detailed terms and conditions of the sale and have also read, pursued 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 creditors responsible for the same and shall not have any claim whatsoever against either of them.

Signature of duly Authorised official of the Bidder/Offerer with Seal

Name and Designation of the Authorised Signatory

Place:

Date:

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

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

To,
Authorised Officer,
The Maharashtra State Co-Operative Bank Ltd.,
Regional Office,
Tilak Putla Mahal,
Nagpur-440 032.

Sir,

SALE OF SECURED ASSETS/PROPERTY OF AKOT TALUKA SAHAKARI SOOT GIRNI LTD., VILLAGE-JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA.

1. Having fully examined and understood the terms and conditions of the Bid Document and condition and status of the Secured Asset/Property, I/We offer to purchase the said Secured Assets strictly in conformity with the terms and conditions of this Bid/Offer Document.
2. I/We, agree if any of the statement/information revealed by me/us is found incorrect, my/our tender is liable to be cancelled and in such case Earnest Money Deposit (EMD) paid by me/us is liable to be forfeited by the Bank and Bank is at liberty to annul the offer made to me/us at any point of time.
3. I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for due observance and performance of the terms and conditions of the Bid/Offer and acquire the Secured Assets/Property. 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.
4. I/We further understand that, if my/our Bid/Offer is accepted, if i/we will fail to deposit the balance amount of 75% of the sale consideration (after having paid 25% of the sale consideration) and of amount of all the dues of Girni 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.
5. I/We further understand that if my/our Bid/Offer is accepted, after making full payment of the sale price within 30 days of acceptance of bid/offer or such extended period as may be granted by AO at his sole and absolute discretion, 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. I/We further understands 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.
6. I/We clearly understand and accept that the AO or the Secured creditors do not take or assume any responsibility for any dues, statutory or otherwise, of **AKOT TALUKA SAHAKARI**

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SOOT GIRNI LTD., including such dues that may affect transfer of the assets in the name of the successful bidder and such dues, if any, will have to be borne/paid by me/us in case my/our Bid/Offer is accepted.

7. I/We understand that you are not bound to accept the highest bid/offer you may receive. Further, I/We will not raise any objection in case the AO goes for re-tendering or sell the assets by any of the modes as prescribed in the SARFAESI Act.
8. I/We understand that time is the essence for completing the acquisition formalities of the Secured Asset/property and I/We agree and undertake to abide by it.
9. I/We have remitted EMD of Rs. _____ (Rupees _____ only) to "The Maharashtra State Co-Operative Bank Ltd., Mumbai", through **RTGS/NEFT (IFSC: MSCI 0082002) A/c. No. 0002116900000010 of "The Maharashtra State Co-operative Bank Ltd., DIRR Department Mumbai"**. I/We understand that the EMD will not carry any interest.
10. I/We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Bid/Offer document can be summarily rejected.

Dated _____ day of _____ 2021.

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

Name and Address of the Bidder/Offerer

(IN BLOCK CAPITALS)

WITNESS:

Name:

Address:

Occupation:

XI. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER**Profile**

1.	Name of the bidder	
2.	Brief Particulars of the business	
3.	Correspondence Address in full with PIN Code No.	
	Telephone No. with STD Code	
	Fax Nos.	
	E-mail ID	
	Web site address if any	
	Registered Address of Unit.	
4.	Date of Incorporation	
5.	Constitution of Entity (Company/Co-operative Society/Firm/Proprietorship)	
6.	Document in evidence of constitution of the entity.(Self attested)	
7.	Name of the Chairman	
8.	Name of the Managing Directors/Partners/Proprietor	
9.	Board of the Directors(Names & Addresses)	

10.	Income Tax and Pan Card No.	
11.	Date of last Income tax Return	
12.	Name and Address of Bankers	
13.	Particular of payment EMD (Receipt no. of RTGS transaction)	

Note: If any information furnished by the bidder is found incorrect at the later stage, the tenderer shall be liable to be debarred for the tendering, MSC bank reserves right to verify the particulars furnished by the tenderer independently.

Place:

Date:

Signature:

Name of the Authorised Person:

Designation:

Seal

Encl:

- Copy of document evidencing the constitution of organization i.e. (Self -attested)
- Bye-laws for co-operative society.
- Memorandum & Articles of Association for Company.
- Copy of partnership deed.
- Letter from Bank for proprietorship firm.
- Along with Registration Certificate (self -attested)
- Last 3 years Audited Balance Sheet (Certified by CA)
- Last 3 years Income Tax Returns(Certified by CA)
- Pan Card of Company / Co – operative society/ firm/Proprietary firm. (self -attested)
- Authorization of authorized Signatory should be properly evidenced by way of resolutions for Company/Co–operative Society /firm.

XII. DEED OF UNDERTAKING CUM INDEMNITY

(Stamp duty for deed of Indemnity shall as applicable)

(This forms part of the terms and conditions of invitations and sale)

This DEED OF INDEMNITY executed at on this day of By:

----- and ----- (Hereinafter referred to as “the Purchaser”, which expression shall include its successors and assigns).

In favour of:

The Maharashtra State Co-Operative Bank Ltd., Mumbai., (Incorporating The Vidarbha Co-Op Bank Ltd.), having its registered head office at 2nd Floor, Sir Vithaldas Thackersey Memorial Bldg., 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai – 400 001, Post Box No. 472 and Regional Office: Tilak Putla Mahal, Nagpur-440 032., which is hereinafter referred to as the “MSC Bank” **(SECURED CREDITOR)** which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and assigns and whether acting as such in respect of financial assets pertaining to **AKOT TALUKA SAHAKARI SOOT GIRNI LTD., AT & P.O., VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA., (Borrower”)**

- A. Whereas MSC Bank, has pursuant to the measures taken under Section 13 (4) of the Securitization Act taken possession of the immovable & movable assets of the Borrower being **AKOT TALUKA SAHAKARI SOOT GIRNI LTD.**
- B. Whereas the Authorised Officer confirmed offer on behalf of MSC Bank in favor of _____ and subject to terms and condition contained in the Tender form.
- C. Whereas as covenants of the documents of terms and conditions of sale and ‘sale certificate’ state that “The successful bidder will be required to bear all the necessary expenses like stamp duty, registration expenses etc., for the transfer of assets in his/her/their name. it is expressly stipulated that there are no implied obligation on the part of AO or the secured creditors and it shall be solely the obligations of the Successful bidder, at his/her/their cost, to do all acts, things and deeds whatsoever for the completion of the sale including the payment of dues, if any, to get the assets transferred in the name of the Successful bidder. “
- D. Whereas the sale certificate further state that “the said assets are being sold on **“AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER”**. Further, MSC Bank does not accept / undertake any responsibility for, nor shall the sale precedes be subject to any pending / outstanding statutory dues and any other dues such as water / electricity / services charges, transfer fees, dues of the Municipal Corporation / local authority dues, land and revenue tax or Workers Dues, Provident Fund and Sales Tax Dues and any other duties, levies by whatever name it is called including interest, penalty etc., if any. The Secured Assets are being sold with all known and unknown encumbrances. Further, all liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, in respect of the Secured Assets and if payable in law/ attachable to the Secured Assets / sale proceeds by reason of the proposed sale of the Secured Assets, shall be the sole responsibility and to the account of the Purchaser. In pursuance thereof, the Purchaser indemnifies MSC Bank to save harmless MSC Bank from any and all liability incurred by MSC Bank on account of any suits, claims, (including any expenses incurred by MSC Bank for the enforcements of this indemnity) which MSC Bank shall suffer as a result of any

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failure on the part of the Purchaser to meet and clear any pending / outstanding statutory dues and any other dues such as water / electricity / service charges, transfer fees, dues of the Municipal Corporation / local authority dues, land and revenue tax, Workers Dues, Provident Fund and Sales Tax Dues or any other dues or any other duties, levies by whatever name it is called including interest, penalty etc., or any claim made by any person in respect of such liabilities, encumbrances and dues”.

MSC Bank has accepted the offer upon execution of the following indemnity.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the movable & immovable properties, the Purchaser viz _____ and their successors, nominees, heirs as stated above hereby unconditionally, absolutely and irrevocably agree to indemnify and keep MSC Bank indemnified and save harmless, against any and all losses, damages, liabilities. Suits, claims, counterclaims, actions, penalties, expenses (including attorney’s fees and court costs and any expenses incurred by MSC Bank for the enforcement of this indemnity), which MSC Bank shall suffer as a result of any failure on the part of the Purchaser to meet and clear any such liabilities, encumbrances and dues as mentioned in the recital’s above more specifically C, D, or any claim made by any person, entity, firm. In respect of such liabilities, encumbrances and dues as mentioned above.

And it is declared that this indemnity is without prejudice to and is in addition to any other rights of MSC Bank.

IN WITNESS whereof the Purchaser has put their hands the day and year first hereinabove written.

Signed and delivered by:
Purchaser
Address:

Place:
Date: