

**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. Maharashtra  
Regional Office Nagpur.

**TENDER/BID DOCUMENT NO. \_\_\_\_\_**

**Dated 22.10.2020**

**BID DOCUMENT**

**For**

**Sale of Assets**

**Of**

MRS. SUNITA DEEPAK DAYALKAR, TENAMENT NO. 32, 203 LIG  
COLONY, NAGPUR HOUSING AND AREA DEVELOPMENT BOARD,  
DAWALAMETI NAGPUR, GRAM PANCHAYAT DAWALAMETI,  
PANCHAYAT SAMITI NAGPUR DIST.NAGPUR ,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.)**

Head Office: Sir Vithaldas Thackersey Smruti Bhavan., 9, Maharashtra Chamber of Commerce Lane, Fort,  
**Mumbai -400 001, Post Box No. 472**

Tel Nos. 91-022-22822217/22876020. Web Site: [www.msrbank.com](http://www.msrbank.com)

Regional Office: Tilak Putla Mahal, Nagpur-440032. Tel No. 0712-2774967/2736008/2729096/97

### TENDER NOTICE FOR SALE OF IMMOVEBLE PROPERTY OF

**MRS. SUNITA DEEPAK DAYALKAR, TENAMENT NO. 32, 203 LIG COLONY  
NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETI  
NAGPUR, GRAM PANCHAYAT DAWALAMETI, PANCHAYAT SAMITI  
NAGPUR, DIST. NAGPUR, 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.), Regional office Nagpur, hereby invites Bids/Offer in sealed envelopes for sale of the following property of **MRS. SUNITA DEEPAK DAYALKAR , TENAMENT NO. 32, 203 LIG COLONY , NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETI, NAGPUR, GRAM PANCHAYAT DAWALAMETI, PANCHAYAT SAMITI NAGPUR DIST. NAGPUR, 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, physical possession whereof have been taken by the undersigned on 3/04/2014.

**Brief Description of the Properties :-**

**MRS. SUNITA DEEPAK DAYALKAR, TENAMENT NO.32 , 203 LIG COLONY , NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETI, NAGPUR, GRAM PANCHAYAT, DAWALAMETI, PANCHAYAT SAMITI, NAGPUR DIST. NAGPUR , MAHARASHTRA**

S N	Particulars (Borrower)	Location			Flat Area	
1.	MRS. SUNITA DEEPAK DAYALKAR	TENAMENT NO.32 , 203 LIG COLONY , NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETI NAGPUR, GRAM PANCHAYAT, DAWALAMETI, PANCHAYAT SAMITI, NAGPUR DIST. NAGPUR , MAHARASHTRA			Built up Area 65.58 Sq.mt	
2.						(Rs. In)
S N	Property	Reserve Price	Earnest Money Deposit (EMD)	Date & Time of Inspection	Date & time of opening of bids	Outstanding as on 30/09/2020
1.	TENAMENT NO.32, 203 LIG COLONY , NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETI NAGPUR, GRAM PANCHAYAT ,DAWALAMETI, PANCHAYAT SAMITI, NAGPUR DIST. NAGPUR , MAHARASHTRA	<b>677000/-</b>	<b>67700/-</b>	<b>22/10/2020 to 03/11/2020 11.00 a.m.to 5.00 p.m.</b>	<b>07.11.2020 at 3.00 p.m., at Regional office Nagpur</b>	<b>MSCBANK Rs.1514942 /-</b>

1.	The Bank intends to sell the secured assets detailed above on " <b>AS IS WHERE IS, AS IS WHAT IS</b> " basis without taking any statutory liability , assurance of payment of dues, if any due against assets including electricity, water tax, ground rent etc. All expenses for obtaining documents required for SALE CERTIFICATE have to be borne by 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 DD/NEFT to " <b>The Maharashtra State Co-operative Bank Ltd.,</b> " Tilak Putla Mahal Nagpur, 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 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.
5.	The Bid document can be obtained from the undersigned from <b>22/10/2020 to 04/11/2020</b> on any working day (except on 2 nd ,4 th Saturday, Sunday & public holiday) between 11.00 a.m. to 5.00 p.m., on payment of non-refundable fee of Rs. 500/- (Rupees Five hundred only) by cash. The Bid documents are available at Regional Office, Nagpur. The Bid document is available only for information on MSC Bank website ( <a href="http://www.msccbank.com">www.msccbank.com</a> )
6.	Tender have to be submitted on or <b>before 06/11/2020</b> up to 5.00 p.m., at Regional Office Nagpur.
7.	Tender will open on dated <b>07/11/2020</b> at <b>3.00</b> p.m.at Regional Office Nagpur.

**STATUTORY SALE NOTICE UNDER SARFAESI ACT,2002**

The Borrower/Guarantors are hereby noticed to pay the total outstanding dues before the opening of bid failing which the secured assets will be sold by above mode and balance if any will be recovered with interest and cost from you. The notice has been already given to you through our advertisements dt.04/07/2018. First advertisement was published within period of 30 days. Hence, complied with the statutory provision of 30 days.

Date: 22/10/2020

Place: Regional Office, Nagpur

Sd/-

[**A.R.Dhote**]

**ASSISTANT MANAGER & AUTHORISED OFFICER**

The Maharashtra State Co- Operative Bank Ltd., Mumbai

Regional Office, Nagpur.

The public notice published in following news papers:

1. Loksatta ( Nagpur Edition) dated 17/10/2020
2. Indian Express dated 17/10/2020

## **II. COPY OF POSSESSION NOTICE**

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

Head Office: Sir Vithaldas thackersey Smruti Bhavan., 9, Maharashtra Chamber of Commerce  
Lane, Fort,  
Mumbai - 400 001, Post Box No. 472  
Tel Nos. 91-022-22822217/22876020. Web Site: [www.msrbank.com](http://www.msrbank.com)

Regional Office: Tilak Putla Mahal, Nagpur-440 032. Tel No. 0712-2729096/97

### **POSSESSION NOTICE FOR IMMOVABLE 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 04/02/2012 and taken possession under Section 13(4) of the said act on 03/04/2014.

The above notice was published in Daily Loksatta and Daily Indian Express (Nagpur Edition) newspaper on 09/04/2014.

**Sd/-**

**AUTHORISED OFFICER & ASSISTANT MANAGER**  
The Maharashtra State Co-Operative Bank Ltd., Mumbai  
Regional Office, Nagpur

### **III. INTRODUCTION**

The Maharashtra State Co-Operative Bank Ltd., Regional Office, at Nagpur in the State of Maharashtra (MSCB), issued a demand notice dated 04/02/2012 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 **MRS. SUNITA DEEPAK DAYALKAR , TENAMENT NO. 32, 203 LIG COLONY, NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETI, NAGPUR, GRAM PANCHAYAT, DAWALAMETI, PANCHAYAT SAMITI, NAGPUR DIST-NAGPUR ,MAHARASHTRA**, to repay within 60 days from the date of said notice, the amount mentioned therein being **RS. 964862/- (Rupees Nine lakhs Sixty four thousand Eight hundred sixty two only)** including interest up to **31/01/2012** with further interest and other expenses.

Authorised officer (AO) of The Maharashtra State Co-Operative Bank Ltd., Regional Office, Nagpur has taken possession of the assets on 3/04/2014 which are mortgaged by the Borrower for securing the loans availed from The Maharashtra State Co-Operative Bank Ltd., **Manewada Branch Nagpur**, as indicated in the Bid document, after complying with the procedure in the presence of witnesses 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 got the assets valued after taking possession as required under the SARFAESI Act.

#### **iv. OUTSTANDING DUES OF THE SECURED CREDITORS**

As per SARFAESI Act, the MSC bank is a secured creditor as its total outstanding as on 30/09/2020 are given as under -

<b>Name of Secured Lender</b>	<b>Amount (Rs)</b>
The Maharashtra State Co-Operative Bank Ltd.	<b>1514942/-</b>
<b>TOTAL</b>	<b>1514942/-</b>

**Plus further interest from 01/10/2020.**

## V. 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”)								
2.	<p><b><u>Issue of the Bid Document:</u></b> The Bid Document along with Bid/Offer Form is on sale from <b>22/10/2020 to 04/11/2020</b> on any working day (except 2 nd ,4 th Saturday, Sunday &amp; Public Holiday) between 11.00 a.m. to 5.00 p.m., on payment of non-refundable fee of <b>Rs.500/-</b> (Rupees Five Hundred only) by cash to '<b>The Maharashtra State Co-Operative Bank Ltd., Mumbai</b>. The Bid document is available on web site for information purpose only. The Bid documents are available at Regional Office, Nagpur of the Bank.</p>								
3.	<p><b><u>Reserve Price:</u></b> The Reserve price for the sale of the secured assets is detailed below.</p> <p style="text-align: right;">(Rs. In )</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.No.</th> <th style="width: 50%;">Description</th> <th style="width: 20%;">Reserve Price</th> <th style="width: 20%;">Earnest Money Deposit (EMD) (Rs.)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>MRS. SUNITA DEEPAK DAYALKAR, TENAMENT NO.32 , 203 LIG COLONY , NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETINAGPUR, GRAM PANCHAYAT ,DAWLAMETI, PANCHYAT SAMITI,NAGPUR DIST.NAGPUR ,MAHARASHTRA</td> <td style="text-align: center;"><b>677000/-</b></td> <td style="text-align: center;"><b>67700/-</b></td> </tr> </tbody> </table>	Sr.No.	Description	Reserve Price	Earnest Money Deposit (EMD) (Rs.)	1.	MRS. SUNITA DEEPAK DAYALKAR, TENAMENT NO.32 , 203 LIG COLONY , NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETINAGPUR, GRAM PANCHAYAT ,DAWLAMETI, PANCHYAT SAMITI,NAGPUR DIST.NAGPUR ,MAHARASHTRA	<b>677000/-</b>	<b>67700/-</b>
Sr.No.	Description	Reserve Price	Earnest Money Deposit (EMD) (Rs.)						
1.	MRS. SUNITA DEEPAK DAYALKAR, TENAMENT NO.32 , 203 LIG COLONY , NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETINAGPUR, GRAM PANCHAYAT ,DAWLAMETI, PANCHYAT SAMITI,NAGPUR DIST.NAGPUR ,MAHARASHTRA	<b>677000/-</b>	<b>67700/-</b>						
4.	The Bank intends to sell the assets detailed above as " <b>AS IS WHERE IS AS IS WHAT IS</b> " basis without any liability of pending dues against the property. Such dues if any, will have to be borne/paid by the purchaser. All the statutory dues/encumbrances shall be borne/paid by the Bidder.								
5.	<p><b><u>Inspection of Assets:</u></b> The interested purchasers may inspect the assets at their own cost between <b>11.00</b> a.m. to 5.00 p.m., on the assigned date i.e., <b>22/10/2020 to 03/11/2020</b> in the presence of representative of the AO available at the site to facilitate the inspection, also on request it can be shown on other days , before date of opening tender.</p>								
6.	<p><b><u>Due Diligence by the Bidders:</u></b> The interested parties may carry out their own comprehensive due diligence and verification 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>								
7.	As per the knowledge of the AO, Suit. No. 571/2018 is pending before the Co-operative Court, Nagpur.								
8.	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 said flat and details of the immovable 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 not withstanding 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.								
9.	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.								



10.	<p><b><u>Submission of Bid/Offer:</u></b> 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 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>
11.	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.
12.	The Bid/Offer shall be signed by a person or persons duly authorised by the Bidder with signature duly attested.
13.	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.
14.	<p><b><u>Last date of submission of Bid/Offer Document:</u></b> The interested parties may submit their unconditional and qualified bids to the MSCB in <b>separate sealed envelopes</b> so as to reach the MSCB not later than 5.00 p.m., on or before <b>06/11/2020</b>, containing following documents</p> <ol style="list-style-type: none"> <li>i. Bid document (form IX and X) as per format.</li> <li>ii. Last 3 years Income Tax Returns</li> <li>iii. Pan Card copy of Firm/partners/Company/Directors/individual</li> <li>iv. Receipt of NEFT payment made to MSC Bank</li> <li>v. Earnest Money Deposit paid to "<b>The Maharashtra State Co-Operative Bank Ltd., Mumbai, through DD/NEFT</b> on or before the date of submission of tender.</li> </ol> <p><b>And addressed to Authorised Officer, The Maharashtra State Co-Operative Bank Ltd., Regional Office, Tilak Putla, Mahal Nagpur.440032.</b></p>
15.	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.
16.	The time herein above 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.
17.	<b>Validity of Offer:-</b> The validity of offer shall be 60 days from the opening of the Bid.
18.	<p><b><u>Opening of Bids:</u></b> The Bids will be opened by the AO at 3.00 p.m., on <b>07/11/2020</b> in the presence of the representatives of the bidders. The technical envelopes shall be opened first and only those Bidders will be permitted to remain present whose technical bid is found to be in order.</p>
19.	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.
20.	Bids/Offerers with less than the Reserve Price as detailed in serial no. 3 and/or having incomplete Form of Bid/Offer shall be outright rejection.

21.	<p><b>Payment of Sale price:</b> 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, 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 is payable on or before 15th day of confirmation of the sale by the AO. 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 '<b>The Maharashtra State Co-Operative Bank Ltd., Mumbai</b> issued by any Nationalised /Schedule Bank or through DD/RTGS of <b>The Maharashtra State Co-operative Bank, ltd.,</b></p>
22.	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.
23.	On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue Certificate of Sale for the immovable property in favour of the successful bidder as per the format provided in the Security Interest (Enforcement) Rules, 2002.
24.	The successful Bidder shall, after making full payment of sale price within 15 days of acceptance of bid/offer or such extended period as may be granted by the AO at his/her sole discretion (if period is extend 18% interest will be charged for extended period) 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.
25.	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.
26.	<p><b>General Terms and Conditions:-</b> 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</p>
27.	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.
28.	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.

29.	In the event of the said sale in favour of the Bidder not being confirmed by AO, otherwise than on account of the willful default of the bidder or if the sale is set aside by an order of the Court/Tribunal, then in that event the sale shall be void and the bidder shall, in that event be entitled only to receive back his/her/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.
30.	Not with standing 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.
31.	<b><u>Jurisdiction:-</u></b> All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in <b>Nagpur</b> (Maharashtra) alone shall have jurisdiction to entertain/adjudicate such disputes.

## VI. BRIEF DETAILS OF BID/OFFER DOCUMENT

The Maharashtra State Co-operative Bank Ltd., Mumbai  
(Incorporating The Vidarbha Co-Op Bank Ltd.)  
(Schedule Bank)

**BID/OFFER FORM FOR PURCHASE OF SECURED ASSETS/PROPERTY OF MRS. SUNITA DEEPAK DAYALKAR , TENAMENT NO.32 , 203 LIG COLONY , NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETI,NAGPUR, GRAM PANCHAYAT ,DAWALAMETI, PANCHAYAT SAMIT,NAGPUR DIST.NAGPUR ,MAHARASHTRA**

1.	Issue of Bid/Offer Document	The Bid/Offer Document can be obtained from the Regional Office Nagpur of the bank during the period <b>22/10/2020 to 04/11/2020</b> on any working day (except II <sup>nd</sup> & IV <sup>th</sup> Saturday, Sunday & Public Holiday) between 11.00 a.m., to 5.00 p.m., on payment of nonrefundable fee of Rs.500/- (Rupees Five Hundred only) by way of cash to "The Maharashtra State Co-operative Bank Ltd.". The Bid/Offer Document is available on MSC Bank website ( <a href="http://www.mscbank.com">www.mscbank.com</a> ) for information purpose only.
2.	<b>Cost of the Bid/Offer Document:</b>	Rs.500/- (Rupees Five Hundred only)
3.	<b>Last date and time for submission of Bid/Offer:</b>	<b>06/11/2020</b> up to 5.00 p.m.
4.	<b>Place of Submission of Bid/Offer:</b>	Sealed Envelope should be dropped at <b>The Maharashtra State Co-Operative Bank Ltd., Regional Office, Tilak Putla, Mahal Nagpur.440032.</b>
5.	<b>Place, date and time of opening of Bids/Offer</b>	<b>The Maharashtra State Co-Operative Bank Ltd., Regional Office, Tilak Putla, Mahal, Nagpur-440032. Date : 07/11/2020 at 3.00 p.m.</b>

## VII. FORM OF BID/OFFER

**FORM OF BID/OFFER FOR PURCHASE OF SECURED ASSETS/PROPERTY OF MRS. SUNITA DEEPAK DAYALKAR, TENAMENT NO.32 , 203 LIG COLONY , NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETI NAGPUR, GRAM PANCHAYAT ,DAWALAMETI, PANCHAYAT SAMITI, NAGPUR DIST.NAGPUR, MAHARASHTRA**

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

1.	a) Full name of the Bidder/ Offered (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/Service		
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	:	
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) DD/NEFT 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/ Offered with Seal**

**Name and Designation of the Authorised Signatory**

Place:

Date:

**VIII. 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,

**Ref:- SALE OF IMMOVABLE PROPERTY OF YOUR BORROWER ,MRS. SUNITA DEEPAK DAYALKAR, TENAMENT NO.32, 203 LIG COLONY , NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETI, NAGPUR, GRAM PANCHAYAT ,DAWALAMETI, PANCHAYAT SAMITI, NAGPUR DIST.NAGPUR ,MAHARASHTRA**

**Sub:- Declaration of the Bidder / Purchaser**

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.

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) 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 confirmation of the sale by the AO, 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 safekeeping 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.

4. 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 **MRS. SUNITA DEEPAK DAYALKAR , TENAMENT NO.32, 203 LIG COLONY, NAGPUR HOUSING AND AREA DEVELOPMENT BOARD,DAWALAMETI,NAGPUR, GRAM PANCHAYAT ,DAWALAMETI, PANCHAYAT SAMITI,NAGPUR DIST.NAGPUR ,MAHARASHTRA** 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.
  
5. 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.
  
6. 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.
  
7. I/We have remitted EMD as per Tender Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
 \_\_\_\_\_ only) to **"The Maharashtra State Co-Operative Bank Ltd., Mumbai"**, through DD/NEFT of **"The Maharashtra State Co-operative Bank Ltd.,** "I/We understand that the EMD will not carry any interest.
  
8. 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 \_\_\_\_\_ 2020.

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:

**IX. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER**

**Profile**

1.	Name of the bidder	
2.	Brief Particulars of the business/Service	
3.	Correspondence Address in full with PIN Code No.	
4.	Telephone No. with STD Code	
5.	Fax Nos.	
6.	E-mail ID	
7.	Web site address if any	
8.	Registered Address of Unit.	
9.	Income Tax and Pan Card No.	
10.	Date of Last Income tax Return	
11.	Name and Address of Bankers	
12.	Particular of payment EMD (Receipt no. of DD/NEFT 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**

**End:**

- Address Proof & ID Proof
- Last 3 years Income Tax Returns(Certified by CA)
- Pan Card of Company / Co - operative society/ firm/Proprietary firm, (self -attested)



# DEED OF UNDERTAKING CUM INDEMNITY

(On Stamp paper/franking of Rs.200/-)

(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 2<sup>nd</sup> Floor, Sir Vithaldas Thackersey Smruti Bhavan, 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 **MRS. SUNITA DEEPAK DAYALKAR , TENAMENT NO.32, 203 LIG COLONY,NAGPURHOUSING AND AREA DEVELOPMENT BOARD, DAWALAMETI,NAGPUR,GRAMPANCHAYAT, AWALAMETI,PANCHAYAT SAMITI, NAGPUR DIST-NAGPUR , 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 **MRS. SUNITA DEEPAK DAYALKAR , TENAMENT NO.32, 203 LIG COLONY, NAGPUR HOUSING AND AREA DEVELOPMENTBOARD, DAWALAMETI,NAGPUR, GRAM PANCHAYAT, DAWALAMETI, PANCHAYAT SAMITI,NAGPUR,DIST-NAGPUR ,MAHARASHTRA**
- B.** Whereas the Authorised Officer confirmed offer on behalf of MSC Bank in favour 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 basis without any liability of pending dues due against secured assets.** 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 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 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, 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 herein above written.

Signed and delivered by:  
Purchaser  
Address:

Place:

Date:

दि महाराष्ट्र स्टेट को-ऑप.बँक लि., मुंबई  
(सम्मिलित दि विदर्भ को-ऑप. बँक लि.,)  
प्रादेशिक कार्यालय, टिळक पुतळा, महाल,  
नागपूर-४४००३२.

-: निविदाद्वारे विक्रीच्या अटी व शर्ती :-

- १) इच्छूक खरेदीदार दिलेल्या तारखेवर स्वतःच्या खर्चाने आधी भेटीची वेळ घेऊन संपत्तीचे निरीक्षण करू शकतात. भेटीची वेळ ठरविण्याकरिता प्राधिकृत अधिकारी भ्रमणध्वनी क्रमांक ९४२२५४३५३९२०७१२- २७२९०९६ /९७ वर संपर्क करावा.
- २) इच्छूक खरेदीदाराने निविदा सादर करतांना , निविदेसोबत आवश्यक बयाणा रक्कम दि महाराष्ट्र स्टेट को-ऑप. बँक लि., प्रादेशिक कार्यालय, नागपूर या नावाने डी.डी. द्वारे /आर.टी.जी.एस., एन.ई.एफ.टी. याप्रणाली द्वारे जमा करावयाची आहे. जे इच्छूक खरेदीदार निविदेसोबत बयाणा रक्कम जमा करणार नाहीत, त्यांच्या निविदेचा विचार केल्या जाणार नाही.
- ३) यशस्वी निविदाधारकाच्या बयाणा रक्कमेची रक्कम समायोजित करण्यात येईल तर उर्वरित निविदाधारकांची रक्कम त्याचदिवशी अथवा दुस-या दिवशी, सुट्टी असल्यास पुढील कार्यालयीन दिवशी पे-स्लीप/आर.टी.जी.एस./एन.ई.एफ.टी.द्वारे परत करण्यात येईल.
- ४) बयाणा रक्कमेवर समायोजन तारखेपावेतो वा परत करण्याचे तारखेपावेतो कोणत्याही परिस्थितीत व्याज दिले जाणार नाही.
- ५) संपत्तीची “जशी आहे, जिथे आहे व उपलब्ध स्थितीत सर्व दायीत्वासह“ विक्री करण्यात येईल.
- ६) निविदा प्रपत्रासोबत भविष्यात संपर्ककरीता पत्ता समाविष्ट मतदान पत्र/ड्रॉयव्हींग लायसन्स/आधार कार्ड/पॅन कार्ड/इत्यादी प्रतिसह सोबत सादर करावी.
- ७) एका संपत्तीपेक्षा अधिक संपत्तीकरीता इच्छूक असणा-या निविदाधारकांनी वेगवेगळ्या लिफाप्यात स्वतंत्र प्रस्ताव बयाणा रक्कमेसह माहीती सादर करावी.
- ८) यशस्वी निविदाधारकाने अभिहस्तांतरणाकरिता देय सर्व खर्च/कर, वैधानिक देणी/स्टॅम्प ड्युटी अन्य कोणतेही ज्ञात/अज्ञात दायीत्व, त्याचप्रमाणे विक्री करण्यात आलेल्या संपत्ती/मालमत्ता संदर्भात भास किंवा कोणतीही अन्य देणी देण्याची जबाबदारी खरेदीदाराची राहिल.
- ९) म.न.पा. तसेच म्हाडा कर, विज बिल, पाणी बिल इ. वा अन्य वैधानिक देणी( सध्याची व भविष्यात निर्माण होणारी) सर्व देणी भागविण्याची जबाबदारी खरेदीदाराची राहिल.

- १०) यशस्वी निविदाधारकाने विक्री संदर्भात उर्वरीत देणी निविदा/विक्री व्यवहार मंजूर झाल्याचे तारखेपासून १५ दिवसांचे आंत बँकेकडे जमा करावी लागेल. असे न केल्यास बयाणा रक्कम जप्त करण्यात येईल व संपत्तीची पुन्हा विक्री केली जाईल आणि कसूर करणारा खरेदीदार संपत्ती खरेदी करण्याचे सर्व हक्क/दावे गमावून बसेल.
- ११) यशस्वी निविदाधारकास त्याच दिवशी पत्र देण्यात येईल.
- १२) प्रतिभूती संपत्ती क्र. १ भौतिक ताबा बँकेने दि.०३.०४.२०१४ रोजी घेतला आहे.
- १३) ज्या निविदाधारकांचे नावे बयाणा रक्कम भरली असेल त्यांचेच नावे विक्री पत्र/सेल सर्टिफिकेट देण्यात येईल.
- १४) इच्छूक खरेदीदारांना/निविदाधारकांना विक्री करण्यापूर्वी उपरोक्त रक्कमेचा कर्जदाराने(व्याजासह) संपूर्ण भरणा करण्यात आल्यास अधिकृत अधिकारी विक्री रद्द झाल्याचा आदेश पारीत करतील व निविदाधारकांस बयाणा रक्कम परत करण्यात येईल.
- १५) विक्री पत्र/सेल सर्टिफिकेट करीता आवश्यक “ ना-हरकत प्रमाणपत्र“एन. आय. टी./एन.एम.सी./नगर परिषद/सोसायटी इ. प्राप्त करण्याची जबाबदारी खरेदीदाराची राहिल.
- १६) सदर विक्री ही बँकेकडे असलेल्या कागदपत्रांच्या आधारे होत असल्यामुळे सद्यःस्थित क्षेत्रफळात कमी/जास्तपणा झाल्यास त्याची जबाबदारी बँकेची राहणार नाही.
- १७) प्राप्त निविदेत अपेक्षेप्रमाणे किंमत न आल्यास किंवा कोणतेही कारण न देता कोणत्याही संपत्तीचा/मालमत्तेचा लिलाव रद्द करण्याचे व फेरविक्री प्रक्रीया करण्याचे अधिकार बँक राखून ठेवीत आहे.
- १८) इच्छूक खरेदीदारास त्यांची बोली रक्कम लिहुन स्वतःचे तपशिल व माहीती देवून निविदा प्रस्ताव सादर करावयाचा आहे.

अजय रामचंद्रराव धोटे,  
अधिकृत अधिकारी  
तथा  
सहाय्यक व्यवस्थापक,  
रिटेल बँकींग विभाग,  
दि महाराष्ट्र स्टेट को-ऑप.बँक लि.,  
प्रादेशिक कार्यालय, नागपूर