

**The Authorised Officer**

**Of**

**The Maharashtra State Co-operative Bank Ltd., Mumbai**

**(Incorporating The Vidarbha Co-Op Bank Ltd.)**

**Sir Vitthal Das Thackersey Memorial Bldg., 9, Maharashtra Chamber of  
Commerce Lane, Fort, Mumbai – 400 001., Maharashtra**

**Reference No. MSCB/DIRR/Sec/99/ 260 /2017-18**

**dated 10/08/2017**

**BID DOCUMENT**

**For**

**Sale of Assets**

**Of**

**DEVGIRI SAHAKARI SAKHAR KARKHANA LTD.**

situated at Girijanagar, Tal. Phulambri,  
Dist. Aurangabad, Maharashtra, India

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

**And**

**Security Interest (Enforcement) Rules, 2002**

## **TABLE OF CONTENTS**

I. COPY OF THE NOTICE OF SALE .....	3
II. COPY OF POSSESSION NOTICE.....	5
III. INTRODUCTION .....	6
IV. DETAILS OF SECURED ASSETS- IMMOVABLE ASSETS/PROPERTIES.....	7
V. DETAILS OF SECURED ASSETS- MOVABLE ASSETS AND MACHINERY.....	9
VI. OUTSTANDING DUES OF THE SECURED CREDITIORS.....	19
VII. TERMS AND CONDITIONS.....	20
VIII. BRIEF DETAILS OF BID/OFFER DOCUMENT.....	25
IX. FORM OF BID/OFFER.....	26
X. FORM OF APPENDIX TO THE BID/OFFER (DECLARATION BY THE BIDDER).....	27
XI. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER/COMPANY/FIRM/PARTY.....	29
XII. CERTIFICATE OF SALE [See rule 7(2)] (FOR MOVABLE PROPERTY) .....	31
XIII. CERTIFICATE OF SALE [See rule 9(6)](FOR IMMOVABLE PROPERTY) .....	32
XIV. DEED OF UNDERTAKING CUM INDEMNITY.....	33

## I. Copy of the Notice for Sale

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

Head Office: 2<sup>nd</sup> 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: www.msrbank.com  
Regional Office: Plot No. 10, Town Centre, CIDCO, Aurangabad-431003. Post Box No. 654.  
Tel No. 0240-2485112

### TENDER NOTICE FOR SALE

### SALE OF IMMOVABLE AND MOVABLE PROPERTIES OF DEVGIRI SAHAKARI SAKHAR KARKHANA LTD., SITUATED AT GIRIJANAGAR, TAL. PHULAMBRI, DIST. AURANGABAD, MAHARASHTRA, INDIA

### 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 **Devgiri Sahakari Sakhar Karkhana Ltd.**, situated at Girijanagar, Tal. Phulambri, Dist. Aurangabad, 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 24/02/2012.

#### Brief Description of the Properties:-

**DEVGIRI SAKHARI SAKHAR KARKHANA LTD.**, (manufacturer of sugar and it's allied by-products) situated at **Girijanagar, Tal: Phulambri, Dist: Aurangabad, Maharashtra.** It is 11 km from Aurangabad City.

Sr.No.	Particulars	Location		Land Area		
1.	Factory land and Building, Plant and Machinery having capacity of 2500 TCD.	Girijanagar, Tal. Phulambri, Dist. Aurangabad, Maharashtra		83.01 Hectares		
2.	(Rs. In Lacs)					
Sr.No.	Property	Reserve Price	Earnest Money Deposit (EMD)	Date & Time of Inspection	Date & time of opening of bids	Outstanding as on 31/03/2017
1.	Factory Building, Plant & Machinery, Land 83.01 H	6038.53	603.85	14/08/2017 11.00 a.m. to 5.00 p.m.	24/08/2017 11.00 a.m.	3160.70

1.	The Bank intends to sell the assets detailed above as <b>“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”</b> . 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, 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 7/12 Extracts also need to be borne/paid by the Purchaser whatever is applicable as per law.
2.	On the date of opening of the tender, the AO will declare the highest bidder above the reserved price, as a 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 <b>RTGS (RTGS/NEFT: IFSC: MSCI 0082002, A/c. No. 116459 MSCB Agro Dept.) to “The Maharashtra State Co-operative Bank Ltd.,”</b> on or before the date of submission of tender. The EMD shall be refunded to unsuccessful bidder on the same day or next working day of opening of bid. The EMD will not carry any interest.
4.	The Bid document can be downloaded or obtained from the undersigned during 10/08/2017 to 22/08/2017 on any working day (except on second saturday&fourth saturday Sunday and Public Holidays) between 11.00 a.m. to 5.00 p.m., on payment of non-refundable fee of Rs.25,000/-(Rupees Twenty Five Thousand only) by cash. The Bid documents are available at Mumbai Head Office and Regional Office Aurangabad. Further it can also be downloaded from website of the bank <a href="http://www.msccb.com">www.msccb.com</a> . 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.
5.	Tender submission on or before 22/08/2017 upto 5.00 p.m., at H.O., Mumbai.
6.	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.
7.	The Bid document is available on MSC Bank website ( <a href="http://www.msccb.com">www.msccb.com</a> ) from 10/08/2017.

**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 wide our advertisement of previous respective sale. Hence complied the statutory provision of 30 days.

Date: 03/08/2017  
Place Mumbai

SD/-

**[PRAMOD KARNAD]**  
**Managing Director & Authorised Officer**  
The Maharashtra State Co-Operative Bank Ltd., Mumbai

The public notice published following newspapers:

1. The Financial Express (All over Maharashtra) dated 03/08/2017
2. Loksatta (All over Maharashtra) dated 03/08/2017

## II. COPY OF POSSESSION NOTICE

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

Head Office: 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: www.msccb.com

Regional Office: Plot No. 10, Town Centre, CIDCO, Aurangabad-431003. Post Box No. 654.

Tel No. 0240-2485112

### **POSSESSION NOTICE FOR IMMOVABLE AND MOVABLE PROPERTY**

Whereas the undersigned being the Authorised Officer of The Maharashtra State Co-Operative Bank Ltd., Aurangabad 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 22/10/2011. and taken possession under section 13(4) of the said Act on 24/02/2012

The above notice was published in Sakal & Lokmat Marathi newspaper on 24/02/2012.

**SD/-**

**AUTHORISED OFFICER**

**The Maharashtra State Co-Operative Bank Ltd., Mumbai.**

### III. INTRODUCTION

The Maharashtra State Co-Operative Bank Ltd., at Mumbai in the State of Maharashtra (MSCB), issued a demand notice dated 22/10/2011 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 **Devgiri Sahakari Sakhar Karkhana Ltd.**, situated at Girijanagar, Tal. Phulambri, Dist. Aurangabad, Maharashtra, to repay within 60 days from the date of said notice, the amount mentioned therein being Rs. 1990.20 Lacs (Rupees Nineteen Crores Ninety Lacs Twenty Thousand only) including interest upto 31/07/2011 together with interest 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 MSC Bank has taken possession of the assets on 24/02/2012 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

Devgiri Sahakari Sakhar Karkhana Ltd., situated at Girijanagar, Tal. Phulambri, Dist. Aurangabad, Maharashtra. The brief description of the properties mortgaged is as under:

##### Land Details (As per Mortgage)

Sr. No.	Gut No.	Area in Hectare /Are
	<b>Village- Phulambri</b>	
1.	574	14.72
2.	576	7.52
3.	577	3.56
4.	578	3.73
5.	579	4.46
6.	580	8.57
7.	583	14.40
8.	584	3.37
9.	585	3.68
10.	586	7.08
11.	587	7.21
12.	601	1.24
13.	602	0.96
14.	604	1.40
15.	605	1.11
	<b>Total</b>	<b>83.01</b>

##### BUILDING DETAILS

Sr. No.	Description	Area in Sq. Mt.
1.	Main Factory Building (Mill Section to Sugar Hopper Section) (A.C. Sheet Roofing)	5292.00
2.	Gunny Bag Godown (A.C Sheet Roofing)	345.00
3.	Injection Pump Shed (A.C. Sheet Roofing)	609.5
4.	Compressor House, Choona Bhatti & Door Section	682.5
5.	Boiler F.D. Fan Section (A.C. Sheet Roofing)	325.85
6.	Boiler Section (A.C. Sheet Roofing)	1245.5
7.	Turbine &Pannel Room Section (A.C. Sheet Roofing)	428.75
8.	Workshop (A.C. Sheet Roofing)	435.00
9.	Workshop Store Room (RCC Roofing)	87.00
10.	Foundry (Moulding) (A.C. Sheet Roofing)	93.5

11.	Meter Room (G.I. Sheet Roofing)	16.38
12.	Meter Room (G.I. Sheet Roofing)	7.59
13.	D.G. Room (G.I. Sheet Roofing)	48.45
14.	Choonaa Godown (A.C. Sheet Roofing)	70.4
15.	Gandhak Godown (A.C. Sheet Room)	70.4
16.	Godown Keeper Office (RCC Roofing)	52.48
17.	Sugar Godown No. 1 (G.I. Sheet Roofing)	2170.00
18.	Sugar Godown No. 2 (G.I. Sheet Roofing)	3000.00
19.	Sugar Godown No. 3 (G.I. Sheet Roofing)	3000.00
20.	Spray Pond Pump House (A.C. Sheet Roofing)	215.25
21.	Chemist Lab (RCC Roofing)	128.26
22.	Store Building No. 1 (G.I. Sheet Roofing)	294.5
23.	Store Building No. 2	294.5
24.	Toilet (Incomplete)	22.8
25.	Truck Way Bridge Cabin (G.I. Sheet Roofing)	33.64
26.	Truck Way Bridge Cabin (RCC Roofing)	36.00
27.	Bullock Cart Way Bridge Cabin (RCC Roofing)	32.83
28.	Cane Yard Office (A.C. Sheet Roofing)	58.22
29.	Canteen (G.I. Sheet Roofing)	70.5
30.	Cycle Stand (G.I. Sheet Roofing)	74.00
31.	Tyre Repair Shed (G.I. Sheet Roofing)	150.00
32.	Main Office Building (A.C. Sheet Roofing)	585.79
33.	Girija Mata Madhayamik Vidhyalaya (School Building) RCC Roofing	262.2
34.	Girija Mata Prathamik Vidhyalaya (RCC Roofing) (Primary School Building)	217.00
35.	Open Stage (G.I. Sheet Roofing)	82.39
36.	Time Office/ Worker Union Office / Security Office (RCC Roofing)	130.64
37.	Security Cabin/ Hospital	130.64
38.	`C' Type Quarters- 8 Nos. (RCC Roofing)	480.00
39.	`E' Type Quarters - 40 Nos. (RCC Roofing)	1620.00
40.	`F' Type Quarters - 40 Nos. (G.I. Sheet Roofing)	880.00
41.	`D' Type Quarters- 20 Nos.	280.00
42.	`E' Type Quarters - 66 Nos.	1853.28
43.	Diesel & Petrol Pump Cabin (RCC Roofing)	34.86
44.	Chatai Chal (G.I. Sheet Roofing)	120.00
45.	ETP Plant Panel Room (G.I. Sheet Roofing)	9.18
46.	ETP Plant	---
47.	Spray Pond	---
48.	Water Reservoir Storage Tank (GSR)	---
49.	Amenities (Main Gate, Tar Fencing, well,	---



	Internal Roads, etc.)	
--	-----------------------	--

## V. DETAILS OF SECURED ASSETS – MOVABLE ASSETS & MACHINERY

**Plant Capacity: 2500 TCD**

**Make: M/s. National Heavy Engg. Co-operative Ltd., Pune.**

Sr. No.	MACHINE
	<b>(I)Milling Plant :</b>
1.	<b>Cane Handling &amp; Feeding Arrangement :</b> i) <b>Cane Handling &amp; Unloader :</b> Two, three motion electrically operated mechanical unloading crane, 5 MT capacity and two feeder tables with six meters width x 7 meters length having 15 BHP slipping motor with variable speed drive unit 1 to 3 meters per minute.
2.	<b>Cane Carrier :</b> a) <b>Cane Carrier :</b> i) <b>First Cane Carries:</b> width -1700mm, horizontal length 30,000mm depth 300mm. speed -3 to 10 meters/minute.

	<p>ii) <b>Rack Carrier:</b> width -1700mm, feeding height-3000mm, inclination 45 Dc, speed-10 to 25 meters /minute.</p> <p><b>b) Cane Carries, Rack Carrier drive :</b></p> <p>i) First Cane Carrier : 50 B.H.P</p> <p>ii) Rack Carrier : 30 B.H.P.</p>																									
3.	<p><b>Cane Operation :</b></p> <p>i) <b>Cane Kicker :</b> One cane kicker driven by 40 B.H.P. T.E.F.C. No. of blades 24, pitch 150mm, motor A.C. 40 B.H.P. T.E.F.C. speed 70 RPM Tip to Tip dia. 1200mm.</p> <p>ii) <b>Cane Leveller :</b> One cane leveler set no. of blades -32, pitch 250mm, clearance between knives Tips &amp; carrier slats 200 to 250mm.</p> <p>iii) <b>Fibrizer fixed hammer shredder :</b> One set of fibrizer, no.of blades -44, of 15 Kg weight each Rotor shaft dia.330mm/240mm. Drive -Two slipping motors of 350 HP with speed of 750 RPM.</p>																									
4.	<p><b>Mills :</b> 4 Nos. National Heavy Engg. Co-operative Ltd., make heavy duty type 12 roller milling tandem of out-side dia.850mm x 1700 mm, length with journals of 430mm x 540mm length. All Rollers provided with circumferential 'V' grooves with trash plates individual pneumatic hydraulic pressure. Four Kirloskar make D.C. Drives of 500 HP each, 1100 RPM and 710 mm C.I. grooved underfeed Roller.</p> <p>i) Type &amp; number of grooves equally spaced in (mm) (Surface &amp; Juice grooves )</p> <table border="1"> <thead> <tr> <th>Mill No.</th> <th>I</th> <th>II</th> <th>III</th> <th>IV</th> </tr> </thead> <tbody> <tr> <td>Pitch</td> <td>60</td> <td>60</td> <td>30</td> <td>30</td> </tr> <tr> <td>No. of grooves (Top)</td> <td>28</td> <td>28</td> <td>54</td> <td>54</td> </tr> <tr> <td>No.of grooves (Discharge )</td> <td>27</td> <td>27</td> <td>55</td> <td>55</td> </tr> <tr> <td>Massecute grooves for feed.</td> <td>13</td> <td>13</td> <td>17</td> <td>17</td> </tr> </tbody> </table> <p>Overhead Crane – 1 No.</p>	Mill No.	I	II	III	IV	Pitch	60	60	30	30	No. of grooves (Top)	28	28	54	54	No.of grooves (Discharge )	27	27	55	55	Massecute grooves for feed.	13	13	17	17
Mill No.	I	II	III	IV																						
Pitch	60	60	30	30																						
No. of grooves (Top)	28	28	54	54																						
No.of grooves (Discharge )	27	27	55	55																						
Massecute grooves for feed.	13	13	17	17																						
5.	<p><b>Drives for crushers &amp; Mills:</b></p> <p>a) Four Kirloskar Make D.C. Drives (Speed track) of 500 HP current 884 AMP. 1100 RPM</p>																									

	b) Gearing arrangement, type: Slow motion gearing arrangement F.M.G. Ltd., type: SDN-630, Ratio-1000/20 with motion gears.
6.	<p>i) <b>Bagasse elevator and conveyor:</b> Steel chain plate type slat. 1700mm with, pitch 150mm, AC drive, 40 BHP t.e.f.c. Electric AC Motor linear speed 25 meters/ minute, length 28925mm centre sprocket</p> <p>ii) <b>Bagasse Carrier :</b> One main bagasse carrier steel chain plate type slat. 1700 mm width suitable for 60 tonnes bagasse per hour. Drive : 50 BHP T.E.F.C. AC Electric motor of 1440 RPM</p> <p>iii) <b>Return bagasse carrier :</b> one return type self discharge bagasse conveyor. Width : 1760mm, Horizontal Length : 23000mm, Drive : 40 BHP TEFC, Linear Speed : 25 Meters/Min.</p> <p>iv) <b>Bagasse Balling Machine – Qty. 4 Nos.</b></p>
7.	<p><b>Imbibition :</b></p> <p>i) Compound imbibition system using hot water about 60DC to 75DC. One automatic weighing scale having 2 MT/tip capacity having digital register counter provided for recording.</p> <p>ii) State the imbibitions scheme followed : Compound imbibitions.</p> <p>iii) Juice Screening : Two juice strainers each having 0.7 mm gap stainless steel screens. 1800 mm width for mixed juice.</p>
	<b>(II) Clarification Plant :</b>
8.	<p><b>Measuring or weightment of raw juice :</b></p> <p>a) Weighing equipment : one automatic juice weighing scale of 6.5 MT per tips capacity. Total 25 tips per hour. One digital register counter provided for recording.</p>
9.	<b>Juice Heaters :</b> four high velocity vertical juice heaters heating surface 170 M2. One vapour line juice heater for raw juice. Two juice heaters for sulphured juice one standby. Stainless steel tubes size –O.D. 45mm x 4050mm length x 18 guage each. One plate type heat exchangey is also provided. H.S. 100M2.
10.	<b>Juice SulphitationTank :</b> One N.S.I. model continuous juice sulphitation unit with correction tank capacity designed for 150TCH. Retuntion time 7 minutes. Stirrer speed 16 RPM. Lime proportioning device and shirring arrangement for preliming. Simultaneous liming and sulphitation with circulation 150 H.L. with per & after liming arrangement.
11.	<b>Settlers (Clarifiers ) :</b> one multi tech cane juice clarifier 9144mm dia. with four compartments each compartment having height of 1524mm with total holding capacity of 4100 H.L.
12.	<p><b>Sulphur gas Plants :</b></p> <p>a) <b>Sulphur Furnace :</b> Three sulphur furnace of continuous</p>

	<p>type, stirrer arrangements each suitable for burning 70 Kgs. Sulphur per hour each burner having 0.6 Sq. Meter burning area. Each furnace having water cooling arrangement for vertical gas pipe, mild steel water jacked and cast iron scrubbers</p> <p>b) <b>Air Compressors</b> : Ingersoll Rand make two air compressors each capable of supplying 450M3/ Hr. and two air compressors capable of 225 M3/Hr. of free air respectively. (One Ingersoll Rand make air compressor of 100 P.S.I.G. discharge pressure provided to centrifugal section)</p>															
13.	<p><b>Filter :</b></p> <p>a) <b>Rotary Vacuum Filter</b> : Two Multiceller Rotary vacuum (Filters multi tech make) having 2.44 meters (8Ft.) dia. &amp; 4.88M. nominal filtration area of 36m<sup>2</sup> flitted with S.S. Screens 5mm thick 304 grade drum, 8mm, S.S. heads with mild steel structural reinforcement cast iron trunions, agitator drives having 1.5 KW/ T.E.F.C. vari-speed motors having drum speed from 30 RPH to 10 RPH.</p>															
14.	<p><b>Milk of Lime Plant</b> : One Rotary lime slacker capable of slacking 1200 Kgs. Of lime per hour a Koran flash tank type lime classifier with screw type grit remover.</p>															
15.	<p><b>Phosphate slurry Tank</b> : One Phosphate slurry tank having 2.655 M3 with stirrer &amp; necessary pipeline upto M.J. Tank.</p>															
<p><b>(III) Evaporation &amp; Boiling House Plant :</b></p>																
16.	<p><b>Evaporators</b> : No. of Vessels &amp; use of exhaust to first body evaporation and provision of vapour of the same body utilized to all pans &amp; juice heaters and specification of the same may be given.</p> <p>a) State numbers of vessels &amp; the total heating surface in Sq. Mt. of each vessel together with dimentions of tubes dia. &amp; height of body &amp; size of vapour pipe of each body.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Body</th> <th style="width: 10%;">H.S. (M2)</th> <th style="width: 10%;">No. of Tubes</th> <th style="width: 20%;">Tube dia ID/OD/Lengt h</th> <th style="width: 30%;">Vapour Pipe size (mm) (Exhaust/Vep. Inlet)</th> </tr> </thead> <tbody> <tr> <td>1<sup>st</sup> body of double effect pre-evaporator</td> <td>800</td> <td>1464</td> <td>42/45/4050</td> <td>620/820mm</td> </tr> <tr> <td>2<sup>nd</sup> body of double effect pre-evaporator</td> <td>950</td> <td>3590</td> <td>42/45/2000</td> <td>720/820mm</td> </tr> </tbody> </table>	Body	H.S. (M2)	No. of Tubes	Tube dia ID/OD/Lengt h	Vapour Pipe size (mm) (Exhaust/Vep. Inlet)	1 <sup>st</sup> body of double effect pre-evaporator	800	1464	42/45/4050	620/820mm	2 <sup>nd</sup> body of double effect pre-evaporator	950	3590	42/45/2000	720/820mm
Body	H.S. (M2)	No. of Tubes	Tube dia ID/OD/Lengt h	Vapour Pipe size (mm) (Exhaust/Vep. Inlet)												
1 <sup>st</sup> body of double effect pre-evaporator	800	1464	42/45/4050	620/820mm												
2 <sup>nd</sup> body of double effect pre-evaporator	950	3590	42/45/2000	720/820mm												

	1 <sup>st</sup> Body of Quad. Effect evaporator	450	1692	42/45/2000	470/620mm
	2 <sup>nd</sup> Body of Quad. Effect evaporator	600	2254	42/45/2000	620/620mm
	3 <sup>rd</sup> Body of Quad. Effect evaporator	300	1132	42/45/2000	570/620mm
	4 <sup>th</sup> Body of Quad. Effect evaporator	300	1132	42/45/2000	620/770mm
	<p>b) Give particulars of apparatus if provided for recording and for controlling. :</p> <ol style="list-style-type: none"> <li>1. Provided 0-150DC Temp. gauges to each body</li> <li>2. Provided vacuum gauges of 0-30DC inch to body nos. 1,2,3,4.</li> <li>3. Providing pressure guage of 0-15 lbs.</li> <li>4. Temp. recorder provided to juice heaters.</li> </ol> <p>c) State heating surface of Pre-evaporator if any provided:</p> <ol style="list-style-type: none"> <li>1. 1<sup>st</sup> body of double effect pre-evaporator (Long tube rising film type) of 800m<sup>2</sup>H.S.</li> <li>2. 2<sup>nd</sup> body of double effect pre-evaporator (Conventional) of 950 m<sup>2</sup> H.S.</li> </ol> <p>d) Details of saveall and juice catchers : Umbrella type saveall provided to all bodies, external juice catcher provided to body No. 4 and entrainment catcher is provided to first pre-evaporator body.</p> <p>e) Arrangement for drawing condensates from vessels : Individual pumps are provided for extraction of condensate.</p>				
17.	<p><b>a)Syrup Treatment Plant :</b> One Continuous Syrup Sulphitation Unit of 50 H.L. Working Capacity Capable to Process syrup of 60 Bx. with working height 1.5 meter syrup column above the gas distribution.</p>				
18.	<p><b>Syrup &amp; Molasses storage tanks :</b> Total 13 M. S. Tanks each of 20,000m<sup>3</sup> capacity. 3 For syrup,1 For melt,1 for A- light Molasses,3 for A-Heavy Molasses.,3 For B-Heavy Molasses,2 for C-Light Molasses( Separate Molasses conditioning tanks for A-Heavy, B-heavy &amp; c-light provided)</p>				

19.	<p><b>a)Vacuum Pans</b> : Five Nos. low head calendaria type vacuum pans without mechanical circulators.</p> <table border="1" data-bbox="288 300 1256 763"> <thead> <tr> <th data-bbox="288 300 371 439">Pan No.</th> <th data-bbox="371 300 612 439">Nor. Strike Cap. in H. L.</th> <th data-bbox="612 300 735 439">H.S. (M2)</th> <th data-bbox="735 300 935 439">Size of tube ID/OD/ Length</th> <th data-bbox="935 300 1094 439">Vapour pipe size (in mm)</th> <th data-bbox="1094 300 1256 439">No. of Tubes</th> </tr> </thead> <tbody> <tr> <td data-bbox="288 439 371 506">1</td> <td data-bbox="371 439 612 506">420 H.L</td> <td data-bbox="612 439 735 506">300</td> <td data-bbox="735 439 935 506">98/102/900</td> <td data-bbox="935 439 1094 506">1120mm</td> <td data-bbox="1094 439 1256 506">1079</td> </tr> <tr> <td data-bbox="288 506 371 573">2</td> <td data-bbox="371 506 612 573">420 H.L</td> <td data-bbox="612 506 735 573">300</td> <td data-bbox="735 506 935 573">98/102/900</td> <td data-bbox="935 506 1094 573">1120mm</td> <td data-bbox="1094 506 1256 573">1079</td> </tr> <tr> <td data-bbox="288 573 371 640">3</td> <td data-bbox="371 573 612 640">420 H.L</td> <td data-bbox="612 573 735 640">300</td> <td data-bbox="735 573 935 640">98/102/900</td> <td data-bbox="935 573 1094 640">1120mm</td> <td data-bbox="1094 573 1256 640">1079</td> </tr> <tr> <td data-bbox="288 640 371 707">4</td> <td data-bbox="371 640 612 707">420 H.L</td> <td data-bbox="612 640 735 707">300</td> <td data-bbox="735 640 935 707">98/102/900</td> <td data-bbox="935 640 1094 707">1120mm</td> <td data-bbox="1094 640 1256 707">1079</td> </tr> <tr> <td data-bbox="288 707 371 763">5</td> <td data-bbox="371 707 612 763">420 H.L</td> <td data-bbox="612 707 735 763">300</td> <td data-bbox="735 707 935 763">98/102/900</td> <td data-bbox="935 707 1094 763">1120mm</td> <td data-bbox="1094 707 1256 763">1079</td> </tr> </tbody> </table>	Pan No.	Nor. Strike Cap. in H. L.	H.S. (M2)	Size of tube ID/OD/ Length	Vapour pipe size (in mm)	No. of Tubes	1	420 H.L	300	98/102/900	1120mm	1079	2	420 H.L	300	98/102/900	1120mm	1079	3	420 H.L	300	98/102/900	1120mm	1079	4	420 H.L	300	98/102/900	1120mm	1079	5	420 H.L	300	98/102/900	1120mm	1079
Pan No.	Nor. Strike Cap. in H. L.	H.S. (M2)	Size of tube ID/OD/ Length	Vapour pipe size (in mm)	No. of Tubes																																
1	420 H.L	300	98/102/900	1120mm	1079																																
2	420 H.L	300	98/102/900	1120mm	1079																																
3	420 H.L	300	98/102/900	1120mm	1079																																
4	420 H.L	300	98/102/900	1120mm	1079																																
5	420 H.L	300	98/102/900	1120mm	1079																																
20.	<p><b>Condensation plant :</b></p> <p><b>a) Condensers:</b> Onemultijet condenser of size 750 mm for evaporators&amp; five multijet condensers of size1120mm for vacuum pans having common header.</p> <p><b>b) Condensers water pumps:</b> for evaporators, one injection water pump. Centrifuge type each capable of delivering 450m3 per hour. For vacuum pans five injection water pumps each having capacity to delivering 925 per hour against head of 22meters all condensers are at 10.5 meters.</p> <p><b>c)Water cooling system.</b></p> <p><b>i)Spray Pump.</b> State type number and capacity in m3/hour. : Two spray pumps each capable of delivering 2500 m3 per hour water at 10.0 meter head.</p> <p><b>Spray Pond :</b>520 nozzles chokeless type with necessary pipeline for spray pond.</p>																																				
<b>(IV) COOLING.CURRING &amp; DRYING PLANT :</b>																																					
21.	<p><b>Crystallizers:</b></p> <ol style="list-style-type: none"> <li>1) Six water cooled 'U' type and batch type horizontal orystallisers for high grade masseuites each of 65 tonnes net capacity having stirring arrangement</li> <li>2) Two air-cooled crystallisers'U' type each of 65 Tonnes capacity as receivers with stirring arrangement and a system of continuous crystallizer of vertical type to handle 15 MT of low grade massequite per hour with total retention time 30 Hrs.massequite holding capacity 250 MT.</li> </ol>																																				

	<p><b>a)Seed crystallizer and vacuum crystallisers- mention number &amp; size :</b></p> <p>1) One seed crystallizer of 40 tonnes capacity for dry seed.</p> <p>2)One vacuum crystallizer of 45 tonnes capacity forB-Seed.</p> <p>3) Two vacuum crystallisers of 45 tonnes capacity for B &amp; C grain with stirring arrangement stirrer motor 10 H.P. Speed of stirrer 60 RPH.</p> <p><b>c) Give re–heating arrangement of pugmills:</b> Heating Coil is provided in 'c' pugmill.also transient heaters are provided to c-Foreworker centrifugal machines.</p>
22.	<p><b>Centrifugal Machines :</b></p> <p>1) Seven steep cane 965mmx1245(38'' x49'') size machines of minimum 650 kg/charge each having12cycles per Hr. at 1000 synchronous RPM fully automatic, self discharging for 'A' massecuite single curring.</p> <p>2) Four continuous centrifugal machines for c-fore worker capable to cure 'c' M/C of minimum 100 Brix &amp; 55 purity at a rate of 6 tonnes per hour having minimum gravity factor of 2200.</p> <p>3) Two continuous centrifugal machines for 'B' curing and one for 'c' after worker capable to cure 12 tonnes per Hr. Having minimum gravity factor of 2000.</p>
23.	<p><b>a) Sugar Grass hopper :</b>One single tray &amp; two multi-tray grass hoppers conveyor of 1.5 meter width &amp; length 12 meter Drive 15 BHP. TEFC Elect. Motor with hot air blowing arrangement on first multi-tray unit and cold air -blowing in the second hopper provided.</p> <p><b>b) Sugar elevator:</b> Two steel cased elevator to deliver 12 tonnes sugar per hour with two stands of chain and G.I. bucket &amp; driven by TEFC Electric motor. Height of elevator 11 Meters.</p> <p><b>c) Sugar grader:</b> Kamal Engineering Co. Make two sugar graders of 12 tonnes per hour capacity having 3 decks driven by TEFC motor. Magnetic seperators provided to</p>

	<p>each chute one sugar distributor is provided.</p> <p><b>d) Sugar Weighing Machine:</b> 3 Pre-determined Balance type weighing machines( Avery make) each having capacity upto 150 Kg/tip provided.</p> <p><b>e)Bag stitching machines:</b> Two electrically operated double row stitch bag stitching machines with one spare head of conveyor type each suitable for handling about 100 bags per hour provided length of conveyor 4 meters.</p> <p><b>f)Dust catcher :</b> Sugar dust catchers are provided to sugar graders.</p>
<p>24.</p>	<p><b>a)Boilers :</b></p> <p><b>a)</b> Thermax Babcock&amp; Wilcox two water tube boilers having rating 32 tonnes per hour each with I.D.,F.D. &amp; S.A. fan driven by electric motor. I.D. DC. Drive motor 200 HP. F.D.AC Squirrel cage 50 HP S.A. AC Squarrel cage 120 HP. Heating surface1409 Sq. M. each boiler including economizer.</p> <p>Super heater each boiler provided with super heater adequate heating surface capable total steam generated by boiler to final steam 380 degree Temp. Soot blowers: Steam operated, hand controlled soot blowing equipments having minimum 4 soot blowers for each boiler.</p> <p><b>b) Feed water equipment :</b> Exhaust condensate like vapour cell, Juice heaters, Ist Quadruple condensate is used as feed water ION Exchange Make water demineralisation plant of 20 m3/Hour Cap. provided.</p> <p><b>c) Economizers &amp; Feed Water :</b>Economizer having 236m2 H.S. provided for individual boilers in five gosses zone with economizer coils, super part, dampers and thermowell etc.</p> <p><b>d) Auxillaryfuel :</b>Each boiler is provided with two Nos. oil burners for furnace oil with P.H. unit for heating furnace oil. pumping unit provided for spray the furnace oil.</p> <p><b>e)Chimney:</b> one common RCC chimney of 3 meters dia at top</p>

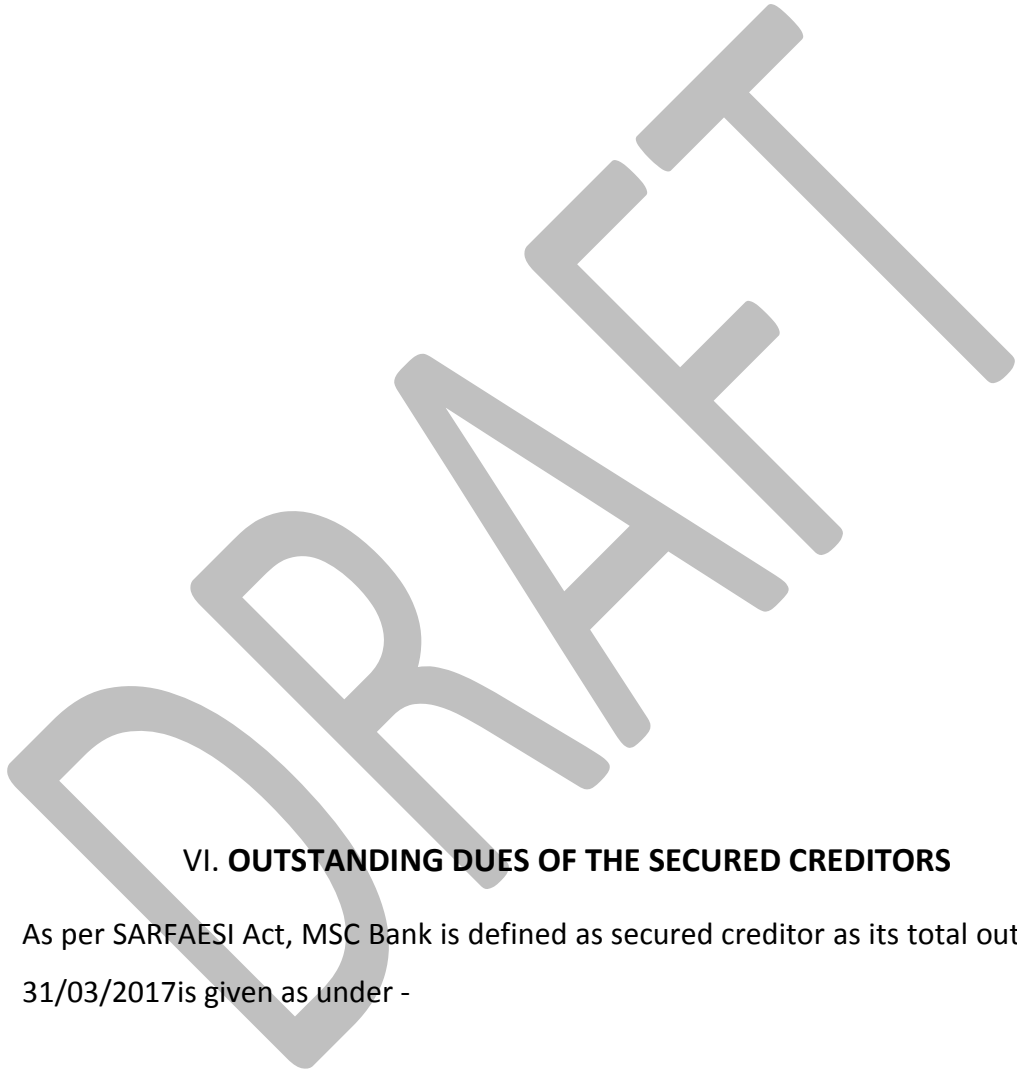


	<p>and 40 meters height along with refractory lining, ladder with guard &amp; lighting arrestor etc. type of draught forced &amp; induced.</p> <p><b>F) Fly ash arrester :</b>A dust collector of multi -cyclone type fly ash arrester are provided to both boilers.</p>
25.	<p><b>Power Plant:</b></p> <p>a) Two Nos. Turbo Alternators having capacity 2.5 MW each two Nos. APE- Belliss India Ltd. Make turbine with 2.5 MW or 3125 KVA Kirloskar Electric co., Make Alternators each.</p> <p>b) Two nos. turbines multi stage axial flow, impulse type, APE Belliss India Ltd., Make suitable for 2.5 MW generation each. Maximum pressure-32 Kg/cm<sup>2</sup> Normal Pressure -30 Kg/cm<sup>2</sup> Minimum pressure -25 Kg/cm<sup>2</sup> Inlet Temp. 400 Degree. Outlet Temp.150 Degree steam condition-super heated up to 390 Degree.</p> <p>c) Two Nos. Turbo -Alternatore having 2.5 MW 3125 KVA cap. each. Kirloskar Make.</p> <p>i) Voltage &amp; Make: 440 volts Kirloskar Electric company make</p> <p>ii) Out Put in Kilo-Watts :2.5 M.W. or 3125 KVA each.</p> <p>iii) Diesel generator 1 No. with kirloskar commins prime mover &amp; Jyoti, alternator 320 KVA generation 440 volts.</p> <p>iv) State Power Factor : 0.80 to 0.90</p> <p>v) Frequency : 50 Cycles.</p> <p>vi)Maximum demand in KW during season and off-season :3500 KW in season &amp; 500 KW in off season.</p> <p>d) Electrical Transformers- Qty. 2 Nos. one no. Kirloskar Make 630 KVA &amp; One No. Crompton Greaves Make2000 KVA.</p> <p>e) Chain Pulley Block – 1 No. (H.O.T. Crane)</p>
26.	<p><b>Sampling equipment:</b></p> <p>a) Manual sampling. No. equipments provided for sampling at present.</p> <p>b) One polarimeter, Digital PH. Meter, oven muffle furnace, Rapi- pol extractor lab crusher etc.</p>

27.	<p><b>Details of Machinery workshop:</b></p> <p>a) One kirloskar Make auto lathe of size 2 meters.  b) One Cooper make shapping machine 630mm.  c) 1)One power hacksaw machine suitable for1"X14" size blade  2)One 1"capacity drilling machine.  3) One Grinder having both ends driven wheels</p>
28.	<p><b>Molasses storage tanks:</b></p> <p>Two steel tanks of 4000 MT. molasses storage capacity.</p>
29.	<p><b>Effluent treatment:</b> Effluent treatment plant having 3 floating aerators and one clarifier is provided for treatment of effluent water.</p>
30.	<p><b>Cogeneration Machinery</b></p>
31.	<p><b>Bullock Carts</b></p> <p>Qty. App. 600 Nos.</p>
32.	<p><b>Petrol &amp; Diesel Pump with allied machinery,</b></p> <p>Qty. 3 Nos.</p>
33.	<p><b>Spray Pond Pumps with allied Machinery</b></p>
34.	<p><b>Weigh Bridge 3 Nos.</b></p>
35.	<p><b>Amenities, Furniture &amp; Fixtures</b></p>
36.	<p><b>Electrification</b></p>
37.	<p><b>Others :</b></p> <p>1. Mahindra Jeep, MH-20 E- 8813, Qty. 1 No.  2. Sugar Bag Tracker -3 No.  3. Misc. Items &amp; Scrap Materials  4. Factory Street Lights</p>
38.	<p><b>Store&amp; Spares Items</b></p> <p>A) Machinery Spares, Spare Machine  B) Electrical Material  C) Process Chemical  D) Agricultural Store  E) Pipe &amp; Fitting  F) Iron &amp; Steel  G) Oil &amp; Lubricant ants  H) Packing Material</p>

	I) Laboratory Chemical and Apparatus J) Hardware Materials K) Insulating Materials
	<b>B) Store Item</b>

The movable 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, MSC Bank is defined as secured creditor as its total outstanding as on 31/03/2017 is given as under -

Name of Secured Lender	Amount (Rs. In Lakh)
The Maharashtra State Co-operative Bank Ltd., Mumbai	3160.70
<b>TOTAL</b>	<b>3160.70</b>

**Plus further interest from 01/04/2017**

## 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><b><u>Issue of the Bid Document:-</u></b></p> <p>The Bid document can be downloaded or obtained from the undersigned during 10/08/2017 to 22/08/2017 on any working day (except on second saturday &amp; fourth saturday Sunday and Public Holidays) between 11.00 a.m. to 5.00 p.m., on payment of non-refundable fee of Rs.25,000/- (Rupees Twenty Five Thousand only) by cash. The Bid documents are available at Mumbai Head Office and Regional Office Aurangabad. Further it can also be downloaded from website of the bank <a href="http://www.msccbank.com">www.msccbank.com</a> In case of downloaded document; the document fees shall be paid through RTGS/NEFT before</p>

	submission of the proposal or by D.D. on nationalised bank at the time of submission of proposal.							
3.	<p><b>Reserve Price:</b> The Reserve price for the sale of the secured assets is Rs. 6038.53 lakhs (Rupees Sixty Crores Thirty Eight Lakhs and Fifty Three Thousand Only) detailed below. The property will not be sold in lots.</p> <p style="text-align: right;">(Rs.in Lacs)</p> <table border="1"> <thead> <tr> <th>Factory Building, Plant &amp; Machinery, Land 83.01 H</th> <th>Reserve Price (Rs.)</th> <th>Earnest Money Deposit (EMD) (Rs.)</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">6038.53</td> <td style="text-align: center;">603.85</td> </tr> </tbody> </table>		Factory Building, Plant & Machinery, Land 83.01 H	Reserve Price (Rs.)	Earnest Money Deposit (EMD) (Rs.)		6038.53	603.85
Factory Building, Plant & Machinery, Land 83.01 H	Reserve Price (Rs.)	Earnest Money Deposit (EMD) (Rs.)						
	6038.53	603.85						
4.	<p>The Bank intends to sell the assets detailed above as <b>“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”</b>. 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 known or un-known dues/liabilities, statutory or otherwise viz. Provident Fund, Sales Tax, Central Excise, 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 7/12 Extracts also need to be borne/paid by the Purchaser whatever is applicable as per law.</p>							
5.	<p><b>Inspection of Assets:</b> The interested parties may inspect the assets at their own cost between 11.00 a.m. to 5.00 p.m., on the assigned date i.e., <b>14/08/2017</b> 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 with the particulars of the assets/properties and their conditions. Conditional Bids will not be accepted.</p>							
7.	<p><b>Due Diligence by the Bidders:</b> The interested parties shall 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,</p>							

	information, etc., whether the bidder actually inspects or visits or verifies or not.
8.	The Known dues as per the knowledge of Authorised Officer are as follows:- 1.NA land revenue (Karkhana Phulambri) Rs. Rs.13,75,643/-as on June 2014 2.Electricity –MSEB Rs.72,54,625.07/- as per Civil Suit No.382/2004 3.Provident fund of Rs. 3,01,79,900/- as on 15/02/2016 4.Sales Tax Rs.37, 66,28, 705 up to March 2010
9.	Following are the lien marked on 7/12 extracts as per the knowledge of Authorised Officer:- 1. The Maharashtra State Co-operative Bank Ltd., Mumbai
10.	The Bidders 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 the purchase of the assets under reference.
11.	<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.
12.	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.
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.	<b><u>Last date of submission of Bid/Offer Document:</u></b> The interested parties may submit their unconditional and qualified bids to the MSC Bank in two separate sealed envelopes so as to reach the MSC Bank not later than <b>5.00 p.m., on 22/08/2017</b> , one sealed envelope which shall be super scribed as “ <b>Technical bid for “DEVGIRI SAHAKARI SAKHAR KARKHANA LTD.,”</b> containing following documents. i. Bid document (form X and XI) as per format. ii. Copy of Memorandum & Articles of Association with Registration Certificate (if

	<p>applicable)</p> <p>iii. Copy of Deed of Partnership with certificate (If applicable)</p> <p>iv. Bye-laws of the Co-op Society</p> <p>v. Last 3 years Audited Balance Sheet</p> <p>vi. Last 3 years Income Tax Returns</p> <p>vii. Pan Card copy of Firm/partners/Company/Directors/Individual</p> <p>viii. Copy of Resolution</p> <p>ix. Receipt of RTGS payment made to MSC Bank</p> <p>x. Earnest Money Deposit paid to <b>“The Maharashtra State Co-Operative Bank Ltd., Mumbai, through RTGS (RTGS/NEFT: IFSC: MSC1 0082002) of The Maharashtra State Co-operative Bank Agro Department, Mumbai having its Account No. 116459, on or before the date of submission of tender.</b></p> <p><b>The other sealed envelope containing “IX Form of Bid-Offer” (as per format of bid document) superscribed as “Financial Bid for “DEVGIRI SAHAKARI SAKHAR KARKHANA LTD.” Both the sealed envelopes shall be put together in one sealed envelope which shall be super scribed as “Offer for “DEVGIRI SAHAKARI SAKHAR KARKHANA LTD.,” and addressed to Authorised Officer, The Maharashtra State Co-Operative Bank Ltd., 2<sup>nd</sup> 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.</b></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.	<b><u>Validity of Offer:-</u></b> The validity of offer shall be 60 days from the opening of the Bid.
19.	<b><u>Opening of Bids:</u></b> The Bids will be opened by the AO at <b>11.00 a.m., on 24/08/2017</b> 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 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.	<p><b><u>Payment of Sale price:</u></b></p> <p>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, within (7) Seven days of the acceptance of offer by the AO in respect of the sale failing which the EMD shall be forfeited. The balance 75% of the sale price is payable on or before 30 days of confirmation/acceptance 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 issued by any Nationalised/Schedule Bank or through RTGS (RTGS/NEFT: IFSC: MSCI 0082002) of The Maharashtra State Co-operative Bank Agro Department, Mumbai having its Account No. 116459.</b></p>
24.	If the successful bidder could not deposit the balance 75% of the sale price 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.
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 enclosed format with tender document under 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.	<p><b><u>General Terms and Conditions:-</u></b></p> <p>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>



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.	<b><u>Jurisdiction:-</u></b> 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)**

**BID/OFFER FORM FOR PURCHASE OF SECURED ASSETS/PROPERTY OF DEVGIRI SAHAKARI  
SAKHAR KARKHANA LTD., SITUATED AT GIRIJANAGAR, PHULAMBRI, TAL. PHULAMBRI, DIST.  
AURANGABAD, MAHARASHTRA, INDIA**

1.	Issue of Bid/Offer Document	The Bid document can be downloaded or obtained from the undersigned during 10/08/2017 to 22/08/2017 on any working day (except on second saturday&fourth saturday Sunday and Public Holidays) between 11.00 a.m. to 5.00 p.m., on payment of non-refundable fee of
----	-----------------------------	--

		Rs.25,000/- (Rupees Twenty Five Thousand only) by cash. The Bid documents are available at Mumbai Head Office and Regional Office Aurangabad. Further it can also be downloaded from website of the bank <a href="http://www.msobank.com">www.msobank.com</a> 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.	<b>Cost of the Bid/Offer Document:</b>	Rs.25,000/- (Rupees Twenty Five Thousand only)
3.	<b>Last date and time for submission of Bid/Offer:</b>	22/08/2017 upto 5.00 p.m.
4.	<b>Place of Submission of Bid/Offer :</b>	Sealed Envelope should be dropped in the Box kept at <b>The Maharashtra State Co-Operative Bank Ltd., 2<sup>nd</sup> Floor, Sir Vithaldas Thackersey Memorial Bldg., 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai – 400 001.</b>
5.	<b>Place, date and time of opening of Bids/Offer</b>	The Maharashtra State Co-Operative Bank Ltd., 2 <sup>nd</sup> Floor, Sir Vithaldas Thackersey Memorial Bldg., 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400 001. <b>Date : 24/08/2017 at 11.00 a.m.</b>

### IX. FORM OF BID/OFFER

**FORM OF BID/OFFER FOR PURCHASE OF SECURED ASSETS/PROPERTY OF DEVGIRI SAHAKARI SAKHAR KARKHANA LTD., SITUATED AT GIRIJANAGAR, PHULAMBRI, TAL. PHULAMBRI, DIST. AURANGABAD, MAHARASHTRA, INDIA**

*(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	:
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,  
Plot No. 10, Town Centre,  
CIDCO,  
**Aurangabad-431003.**

Sir,

**SALE OF SECURED ASSETS/PROPERTY OF DEVGIRI SAHAKARI SAKHAR KARKHANA LTD.,**  
**SITUATED AT GIRIJANAGAR, PHULAMBRI, TAL. PHULAMBRI, DIST. AURANGABAD,**  
**MAHARASHTRA, INDIA**

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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 **Devgiri Sahakari Sakhar Karkhana 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.
6. 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.
7. 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.
8. I/We have remitted EMD of Rs. \_\_\_\_lakhs (Rupees \_\_\_\_\_only) to “The Maharashtra State Co-Operative Bank Ltd., Mumbai”, through RTGS (**RTGS/NEFT: IFSC: MSCI**

**0082002) A/c. No. 116459 of "The Maharashtra State Co-operative Bank Ltd., Agro Department Mumbai". I/We understand that the EMD will not carry any interest.**

9. 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 \_\_\_\_\_ 2017

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.

**SALE CERTIFICATE  
(FOR MOVABLE PROPERTY)**

**Rule 7(2) of the Security Interest (Enforcement) Rules, 2002**

Whereas,

The undersigned being the Authorised Officer of The Maharashtra State Co-operative Bank Ltd., (Incorporating The Vidarbha Co-op. Bank Ltd.,) Mumbai, Regional Office, under The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of the powers conferred under sub-Section (12) of Section 13 read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 has in consideration of the payment of movable property of Rs.....(Rupees ..... ) sold on behalf of The Maharashtra State Co-op. Bank Ltd., (Incorporating The Vidarbha Co-op. Bank Ltd.,), Mumbai, in favour of .....(purchaser), the following movable properties secured in favour of The Maharashtra State Co-operative Bank Ltd., (Incorporating The Vidarbha Co-op. Bank Ltd.,) by **Devgiri Sahakari Sakhar Karkhana Ltd.**, a Co-operative based unit registered under The Maharashtra State Co-operative Societies Act, 1960 having its Registered Office at **Girijanagar, Phulambri, Tal. Phulambri, Dist. Aurangabad, Maharashtra, India.**, towards the financial facility offered by The Maharashtra State Co-op. Bank Ltd., of Rs. 3160.70 Lacs as on 31/03/2017 together with further interest and other expenses and costs thereon at contractual rates upon the footing of compound interest until payment/ realisation.

The undersigned acknowledged the receipt of the sale price of movable property of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in full and handed over the delivery and possession of the items of machinery listed in Schedule "I" attached herewith as per the terms and conditions of tender document dated 10/08/2017

Since we have received full payment for sale of movable property as per the tender refer to above and as the Purchaser has accepted all the encumbrances presently thereon on the property and which may arise in future and agreed to pay the same and as per the Tender Conditions accepted by the Purchaser, the possession of movable property is handed over to the Purchaser subsequently.

**List of Encumbrances:-**

1. As per para 8 of terms and conditions of tender document known dues are as follows:-

Sr.No.	Particulars	Amount
1.	NA land revenue (Karkhana Phulambri)	Rs.13,75,643/-as on June 2014
2.	Electricity –MSEB as per Civil Suit No.382/2004	Rs.72,54,625.07/-
3.	Provident fund	Rs. 3,01,79,900/- as on 15/02/2016
4.	Sales Tax	Rs. 37, 66,28, 705 up to March 2010

2. Any other liability not quantified as on the date of Valuation of assets.

Description of the Movable Assets and Machinery list enclosed herewith as Schedule- I.

Date:

Place:

Sd/-

(\_\_\_\_\_)

**Authorised Officer**

The Maharashtra State Co-op. Bank Ltd., Mumbai, Regional Office, Aurangabad

**[Rule 9(6)]  
CERTIFICATE OF SALE  
(FOR IMMOVABLE PROPERTY)**

Whereas,

The undersigned being the Authorised Officer of The Maharashtra State Co-operative Bank Ltd., (Incorporating The Vidarbha Co-op. Bank Ltd.,) Mumbai, under The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of the powers conferred under sub-Section 13 read with Rule 12 of the Security Interest (Enforcement) Rules, 2002 has in consideration of the payment of immovable property of Rs.....(Rupees .....)(sold on behalf of The Maharashtra State Co-op. Bank Ltd., (Incorporating The Vidarbha Co-op. Bank Ltd.,), Mumbai, in favour of .....(purchaser), the following immovable property secured in favour of The Maharashtra State Co-operative Bank Ltd., (Incorporating The Vidarbha Co-op. Bank Ltd.,) by **Devgiri Sahakari Sakhar Karkhana Ltd.**, a Co-operative based unit registered under The Maharashtra State Co-operative Societies Act, 1960 having its Registered Office at **Girijanagar, Phulambri, Tal. Phulambri, Dist. Aurangabad, Maharashtra, India.**, towards the financial facility offered by The Maharashtra State Co-op. Bank Ltd., of Rs. 3160.70 Lacs as on 31/03/2017 together with further interest and other expenses and costs thereon at contractual rates upon the footing of compound interest until payment/realisation.



The undersigned acknowledged the receipt of the sale price of immovable property of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in full and handed over the delivery and possession of immovable property as per the terms and conditions of tender document dated 10/08/2017

Since we have received full payment for sale of immovable property as per the tender refer to above and as the Purchaser has accepted all the encumbrances presently thereon on the property and which may arise in future and agreed to pay the same and as per the Tender Conditions accepted by the Purchaser, the possession of immovable property is handed over to the Purchaser subsequently.

**List of Encumbrances:-**

1. As per para 8 of terms and conditions of tender document known dues are as follows:-

Sr.No.	Particulars	Amount
1.	NA land revenue (Karkhana Phulambri)	Rs. 13,75,643/-as on June 2014
2.	Electricity –MSEB as per Civil Suit No.382/2004	Rs.72,54,625.07/-
3.	Provident fund	Rs. 3,01,79,900/- as on 15/02/2016
4.	Sales Tax	Rs. 37, 66,28, 705 up to March 2010

2. Any other liability not quantified as on the date of Valuation of assets.

**DESCRIPTION OF IMMOVABLE PROPERTY**

All that part and parcel of the property consisting of the land and building as per schedule- I.

Date:

Place:

Sd/-

(\_\_\_\_\_)

**Authorised Officer**

The Maharashtra State Co-op. Bank Ltd., Mumbai, Regional Office, Aurangabad

**DEED OF UNDERTAKING CUM INDEMNITY**

(On Stamp Paper/Frinking 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 Memorial Bldg., 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai – 400 001, Post Box No. 472, and Regional Office, Plot No. 10, Town Centre, CIDCO, Aurangabad-431003., 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 **Deogiri Sahakari Sakhar Karkhana Ltd.**, situated at **Girijanagar, Phulambri, Tal. Phulambri, Dist. Aurangabad, Maharashtra, India. (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 **Devgiri Sahakari Sakhar Karkhana Ltd.**
- 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 Document Sale Certificate.
- 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 / undertaken 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, 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, 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, etc., of any and dues 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: