

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

**Sir Vithaldas Thackersey Memorial Bldg.
9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai-400 001 Maharashtra.**

Ref.No.MSCB/DIRR/SEC-58/875/2016-17 Dt.02/01/2017

TENDER / BID DOCUMENT NO._____

For

Sale of Assets

Of

**TALUKA SHETKARI DAL MILL PRAKRIYA SAHAKARI
SANSTHA MARYADIT UDGIR AT MALKAPUR
Tal. Udgir Dist Latur**

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

And

Security Interest (Enforcement) Rules,2002

Advertisement released on 30/12/2016

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I. COPY OF THE NOTICE FOR SALE

THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD.,MUMBAI
(Incorporating the Vidarbha Co-op Bank Ltd.,)
(Schedule Bank)

Head Office : 2nd Floor, Sir vithaldas Thackersey Memorial Bldg.,9, Maharashtra Chamber of
Commerce Lane, Fort, Mumbai-400 001, Post Box No.472
Tel Nos.91-022-22822217/22876020.Web Site : www.msclub.com

Regional Office :180,Vasant Nagar,Purna Road,Sharda Nagar,Opp Bus Stop. Post Box. No.15
Nanded-431605. Tel No.02462-284919

TENDER NOTICE FOR SALE

SALE OF IMMOVABLE AND MOVABLE PROPERTIES OF TALUKA SHETKARI DAL MILL PRAKRIYA SAHAKARI SANSTHA MARYADIT UDGIR AT MALKAPUR TAL.UDGIR DIST LATUR MAHARASHTRA. PIN CODE - 413517

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.,) Invites Bids/offers in sealed envelopes for sale of the following properties of TALUKA SHETKARI DALMILL PRAKRIYA SAHAKARI SANSTHA MARYADIT UDGIR AT MALKAPUR TAL.UDGIR DIST LATUR 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 12/08/2014

Brief Description of the Properties:-

I. Brief Description of the Properties :

TALUKA SHETKARI DALMILL PRAKRIYA SAHAKARI SANSTHA MARYADIT UDGIR (manufacture of Dal.) is situated at Malkapur TAL.UDGIR DIST LATUR MAHARASHTRA it is 4 km away from the Udgir city & 80 km away from Latur City.

| Sr. No | Particulars | Location | Land Area |
|--------|------------------------------------------------------------------------------------|------------------------------------------------------------|----------------|
| 1. | Factory land and Building, Plant and Machinery (having capacity of 1Ton / 1Hour) | Malkapur Tal.udgir Dist Latur MAHARASHTRA. Pin Code 413517 | 6940 Sq. Metre |

| Sr. No | Property | Reserve Price (Rs.In Lakh) | Earnest Money Deposit (EMD) (Rs.In Lakh) | Date & Time of Inspection | Last date & time of submission of bids | Date & time of opening of bids | Outstanding as on 30.11.2016 (Rs.In Lakh) |
|--------|---------------------------------------------------------------------|----------------------------|-------------------------------------------|-----------------------------------|----------------------------------------|--------------------------------|--------------------------------------------|
| | Factory Land and Building Plant & Machinery Capacity of 1 Ton/1Hour | 96.92 | 9.69 | 06.01.2017. 11.00 a.m.to 5.00 p.m | 12.01.2017 11.00 a.m.to 5.00 p.m | 16.01.2017 5.00 p.m. | 385.79 |

| | |
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| 3. | The Bank intends to sell the assets detailed above as " As is WHERE IS AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER" The AO does not take or assume any responsibility for any shortfall of the movable/immovable assets, for procuring any permission etc., or for any dues. statutory or otherwise viz; provident fund, sales tax, central excise, workers dues, property tax, electricity charges, water charges, etc. of any authority established by law. Such dues if any. both existing future relating to Property will have to be borne /paid by the purchaser. The encumbrances Marked in 7/12 Extracts need to be borne/Paid by the Purchaser whatever is applicable as per Law. |
| 4. | On the date of opening of the tender, the AO will consider 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. |
| 5. | EMD should be paid through RTGS (RTGS /NEFT IFSC MSCI 0082002, A/c. No. 116459 MSCB Agro Dept.) to "The Maharashtra State Co-operative Bank Ltd.," on or before the date of submission of tender. The EMD Shall be refunded to unsuccessful bidder on the same date or next working day of opening of bid the EMD Will not carry any interest. |
| 6. | The Bid document can be downloaded or obtained from the undersigned during 02.01.2017 to 12.01.2017 on any working day (except on Sunday and public Holiday) between 11.00 a.m. to 5.00 p.m., and on payment of non-refundable fee of Rs.15,000/- (Rupees Fifteen Thousand only) by cash. The Bid documents are available at Mumbai Head Office and Regional Office Nanded. Further it can also be downloaded from website of the bank www.msccbank.com In case of downloaded document, the document fees Rs.15,000/- (Rupees Fifteen Thousand only) shall be paid through RTGS (RTGS/NEFT: IFSC: MSCI 0082002, A/c. No. 116459 MSCB Agro Dept.) to "The Maharashtra State Co-operative Bank Ltd.," on or before submission of the proposal or by D.D. on nationalised bank at the time of submission of proposal. |
| 7. | Tender submission on or before 12.01.2017 up to 5.00 p.m., at H.O. Mumbai. |
| 8. | 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. |
| 9. | The Bid document is available on MSC Bank website (www.msc bank.com) from 02.01.2017. |

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

Date : 30/12/2016

Place : Mumbai

SD/-

(PRAMOD KARNAD)

MANAGING DIRECTOR & AUTHORISED OFFICER,
The Maharashtra State Co-Operative Bank Ltd., Mumbai

The public notice published following newspapers :

1. Loksatta (All Over Maharashtra) dated. 30/12/2016
2. The Financial Express dated. 30/12/2016

II. COPY OF POSSESSION NOTICE

THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., MUMBAI
(incorporating The Vidarbha Co-op Bank Ltd.)
(Schedule Bank)

Head office : 2nd Floor, Sir Vithaldas Thackersey Memorial Bldg., 9 Maharashtra Chamber of
Commerce Lane, Fort, Mumbai – 400 001, Post Box No.472
Tel Nos. 91-022-22822217 / 22876020 Web Site www.msclub.com

Regional Office: Plot No.180, Vasant Nagar, Sharda Nagar, Opp Bus stop, Post Box No.15,
Nanded - 431605, Tel No.02462 – 284919,284745,

POSSESSION NOTICE FOR IMMOVABLE AND MOVABLE PROPERTY

Whereas the undersigned being the Authorised Officer of The Maharashtra State Co-Operative Bank Ltd., Nanded, 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 : 21.07.2005 and taken possession under Section13(4) of the said Act on 12.08.2014.

The above notice was published in Dainik Lokmat Marathi newspaper.Dated 14.08.2014

SD/-
AUTHORISED OFFICER
The Maharashtra State Co-Operative Bank Ltd., Mumbai
Regional Office, Nanded.

III. INTRODUCTION.

The Maharashtra State Co-operative Bank Ltd., at Mumbai in the State of Maharashtra (MSCB), issued a demand notice dated 21.07.2005 under Section 13 (2) of the Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act 2002 (hereinafter referred to as " the SARFAESI Act ") calling upon TALUKA SHETKARI DAL MILL PRAKRIYA SAHAKARI SANSTHA MARYADIT UDGIR IS SITUATED AT MALKAPUR TAL.UDGIR DIST LATUR MAHARASHTRA.(india) to repay within 60 days from the date of said notice, the amount mentionaed therein being Rs. 167.43 Lakh (Rupees One crore Sixty Seven Lacs forty three thousand only) as on 31.03.2005 together with further interest and other expenses and costs thereon at contractual rates upon the footing of compound interest until payment /realization.

Authorised officer (AO) of The MSCB has taken possession of the assets on 12.08.2014 which are mortgaged by the Borrower for securing the loans availed form 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 here under.

IV. DETAILS OF SECURED ASSETS-IMMOVABLE ASSETS/PROPERTIES

TALUKA SHETKARI DAL MILL PRAKRIYA SAHAKARI SANSTHA MARYADIT UDGIR AT MALKAPUR TAL.UDGIR DIST LATUR 413517 MAHARASHTRA. having total approximate as 0.60.00 Hectare (H) and Acres (R) Includes open plot and Building Structures the brief Description of the properties Mortgaged is as under.

| Sr.No. | Survey No./ Gut No. | Village | Plot No. | Area |
|--------|---------------------|----------|------------------|------------------|
| 1 | 16/4 | Malkapur | 47 (B) to 51 (B) | (6940 Sq. mtr.) |
| | | | | |

Note : As per details given in 7/12 Extract the total area 6940 Sq. mtr.

This land is Lease hold from Udaygiri Industrial Estate Co-operative Society Ltd., MIDC Area Udgir Tq.udgir. District Latur Since 27.02.1991 to 99 years and Rent Payable as per annum Rs.5000/- and this Land Mortgaged by the Bank with Consent of Leasor.

Land admeasuring From Survey No 16/4 Situated at Malkapur Tq.Udgir District Latur Have been attached by Tahsildar Udgir and Land sold in auction on 4.11.2012 Bank has taken the objection in this action and file a writ Petition (No.9259/2012) In the High Court, Branch Aurangabad.

Hon'ble High Court has passed the order in Favour of Bank and Impugned auction /sale is set aside by order dated 10.06.2013

But as per High court order this land is yet not transfered and 7/12 Fer-Far is required by Name of Udaygiri Sty. this matter is pending befor Tahsildar, Udgir in this Regard all Expenses Incurred will borne by the Succesful bidder/purchaser

Details of Building :

| Sr. No. | Description | Area in Sq.in ft. |
|---------|----------------------------------------------------------------|-------------------|
| 1 | Main Factory RCC structure, Approx 25 Ft Ht, GI Sheet Shahabad | 2388.72 |
| 2 | Porch Area, RCC Slab,Stand Ht, | 667.12 |
| 3 | Godown RCC Slab, Ht, Shahabad, | 1222.33 |
| 4 | Godown GI Sheet 16 ft & 20 ft Ht. | 1237.61 |
| 5 | Back Side Shed GI Sheet 15 ft Ht. | 1097.52 |
| 6 | Watchamn Room RCC Shahabad | 538.00 |
| 7 | Store Room GI Sheet Load Brg, 10 Ft Ht. | 307.30 |

The immovable assets are put sale on " AS IS WHERE IS AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT IN ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER " AS WELL AS ALL TYPES OF DUE'S PAYABLE AND RESPONSIBLE BY THE PURCHASER

V. **DETAILS OF SECURED ASSETS – MOVABLE ASSETS AND MACHINERY**

(Schedule –I)

| Sr. No. | Machine |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Real Machine (4-Sieves) Sk/Rs/4., 1 No. |
| 2 | Dust Aspiration Unit comprising One Fan, One Cyclone, One Air Junction Box & Air Trunking., 1 No. |
| 3 | Pitting Machine Model SK/D/10 with Magent. 1.No |
| 4 | Reel Grading Machine (2-sieves) SK/Rs/2., 1 No. |
| 5 | Oil Mixing worm, 1 No. |
| 6 | Hold –up Bim (approx.. 48 cft.) 1 No. |
| 7 | Hold- up Bim (approx..250 cft.), 1 No. |
| 8 | Pulse heating Unit (1st & 2nd stage) equipped with oil fired Indirect Air Heating system comprising of one motorized blower, one Heat Exchanger with in insulated Duct and one Grain Heating Chamber monted on MS Frame and Dial Thermometers suitably Placed to 2 Nos. |
| 9 | Tempering bins (approx. 240 cft.), 3 Nos. |
| 10 | Fan SK/45 with air trunking and connection., 1 No. |
| 11 | Feed Bind for Dehusker (27cft.), 1 No. |
| 12 | Twin pearler with Magnet SK/D/Exp/10 with one stay-over bin to be placed between two stages of dehusking., 1 No. |
| 13 | Reel Grading Mchiner (3-sieves) SK/Rs/ 3., 1 No. |
| 14 | Gota Heater equipped with oil Fired indirect Air Heating system comprising of one motorized blower. One Heat Exchanger with insulated duct and one grain heating chamber mounted on M.S. Frame and dial thermometers suitably placed., 1 No. |
| 15 | Gota Aerator 4x4 with mechanized delivery valve and on splitter monted at its base., 1 No. |
| 16 | Reel Grading Machine & 2-sieves Sk/Rs/2/., 1 No. |
| 17 | Husk Aspiration Unit Comprising one Fan SK/35,one Cyclone, on Junction box, two cascades, one low pressure Box and necessary air turnkings.,1 set. |
| 18 | Five nos. elevators with double channel and three nos. with single channel each with 6.2 meters trunkings complete with cotton webbing 112mm, buckets 100 mm and bolte., 8 Nos. |
| 19 | Bagging spouts with slates., 15 Nos. |
| 20 | 80 bends, 150 pcs wrappers and six triders suitable for 75 mm nominal boreMSpipe., 1 Lot. |
| 21 | Dal Polishing worm 8'L for addition of oil and /or Water., 1 No. |
| 22 | Nylon polishing Unit comprising three Nylon polishing Worms eacs 10'L for polishing Tur Dal., 1 No. |
| 23 | Buff polisher for polishing of Moong &Urad Dal., 1 No. |
| 24 | Pneumatio LiftUnit for carrying chuni/Bhusi to a separate godown by air, comprising of one motorize blowes MD/3, one Puneu-Cyclone, one Junction Box, one Cyclong with filter., 1 No. |
| 25 | Spare Rolls without Shaft for piting Machine and pearler suitable for Moong & Urad |

Production " Dal " Comencing from 07.02.1992 Plant & Machinery. Manufacture is M/s. S.K Engineer & Allied works. bahraich -271801 (India) Dal Mill Capacity 1Ton/ per hour.

The movabale Asset are put Sale on " AS IS WHERE IS AS IS WHAT IS AND WHATEVER THERE IS BASIS" WHICH IS WITHOUT IN ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION PRESENT & FUTURE OF ANY KIND WHATSOEVER " AS WELL AS ALL TYPES OF DUE'S PAYABLE ARE RESPONSIBLE BY THE PURCHASER.

VI. OUTSTANDING DUES OF THE SECURED CREDITORS

AS Per SARFAESI ACT, MSCB is defined as secured creditor as its total outstanding with interest as on 30.11.2016 is given as under-

| Name of Secured Lender | Amount (Rs.in Lakh) |
|-----------------------------------------------|----------------------|
| The Maharashtra State Co-Operative Bank Ltd., | 385.79 |
| Total :- | 385.79 |

Plus further interest from 01.12.2016

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><u>Issue of the Bid Document :</u> The Bid document can be downloaded or obtained from the undersigned during 02.01.2017 to 12.01.2017 on any working day (except on Sunday and public Holiday) between 11.00 a.m. to 5.00 p.m., and on payment of non-refundable fee of Rs.15,000/- (Rupees Fifteen Thousand only) by cash. The Bid documents are available at Mumbai Head Office and Regional Office, Nanded. Further it can also be downloaded from website of the bank www.msccbank.com In case of downloaded document, the document fees Rs.15,000/- (Rupees Fifteen Thousand only) shall be paid through RTGS (RTGS/NEFT: IFSC: MSCI 0082002, A/c. No. 116459 MSCB Agro Dept.) to "The Maharashtra State Co-operative Bank Ltd.," on or before submission of the proposal or by D.D. on nationalised bank at the time of submission of proposal.</p> | | | | | | | |
| 3. | <p><u>Reserve Price :</u> The Reserve price for the sale of the secured assets is Rs.96.92 (Rupees ninety six lacs and ninety two thousand only) detailed below.The Property will not be sold in lots.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Factory land, Building, Plant & Machinery</th> <th style="width: 30%;">Reserve Price (Rs.)</th> <th style="width: 35%;">Earnest Money Deposit (EMD)</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">Rs.96.92 lakhs</td> <td style="text-align: center;">Rs. 9.69 Lakhs</td> </tr> </tbody> </table> | | Factory land, Building, Plant & Machinery | Reserve Price (Rs.) | Earnest Money Deposit (EMD) | | Rs.96.92 lakhs | Rs. 9.69 Lakhs |
| Factory land, Building, Plant & Machinery | Reserve Price (Rs.) | Earnest Money Deposit (EMD) | | | | | | |
| | Rs.96.92 lakhs | Rs. 9.69 Lakhs | | | | | | |
| 4. | <p>The sale of Secured Assets is on "As is WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WHITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER" The AO does not take or assume any Rersponsibility for any shortfall of the movable / immovable assets, for procuring any permissions etc., or for any know and unknown dues, liabilities statutory or otherwise viz; Provident fund, Sale Tax,Central Excise, Worker's dues, Property tax,Elecetrical Chargs, Water Chargs, etc. of any authority established by law. Such dues if any both Existing and Future Relating to property will have to be borne /paid by the Purthaser the Encumbrances Marked in 7/12 Extracts also Need to be Borne/paid by the Puschaser Whatever is Applicable as per Law.</p> | | | | | | | |
| 5 | <p><u>Inspection of Assets :</u> The interested parties may inspect the assets at their own cost between 11.00 a.m to 5.00 p.m. on the assigned date i. e., 06.01.2017 in the presence of Representative of the AO available at the site to facilitate the inspection.</p> | | | | | | | |
| 6 | <p>FOR TRANSFER OF PURCHASER. For Transfer of Purchaser right ,Government Cess on land lease (if any) to the Co-operative Unit ,will have to be paid to the Government by the Purchaser.Further Purchaser will be responsible to bear/Pay all charges and expenses to be incurred in respect of transfer of lease land in the name Udaygiri santha as per court Order.</p> | | | | | | | |
| 7. | <p>The bidders shall be deemed to have inspected and approved the Securd 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 not with standing any discrepancy or variations, by comparison of the description in the particulars of the assets/properties and their conditions. Conditional Bids will not be accepted.</p> | | | | | | | |

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| 8. | <p><u>Due Diligence by the Bidders :</u> The interested parties may carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets. A bidder shall be deemed to have full knowledge of the condition of the assets, relevant documents, information, etc., whether the bidder actually inspects or visits or verifies or not.</p> |
| 9. | <p><u>The known Dues as on March 2011 Balance Sheet and as per the knowledge of Authorised officer are as follows :</u> 1. Latur DCC M.T. Loan Rs.19,28,705.46 2. Udaygiri Industrial Estate Co-op Sty.Ltd., udgir Tal.udgir due Rs.1,25,000/- 3. Government share Rs.2,00,000/- 4. Other Dues Rs.43169/- 5. any other Dues which is not known to the AO</p> |
| | <p><u>Dues payable :</u> 1. <u>As per Liquidator Letter date : 08.08.2014 Dues payable are as Follows</u> 1. Udaygiri Industrial Estate Co-op Sty It. = Rs 2,38,000/- 2. other Liabilities Rs.1,20,260/- 3. Sale Tax Rs.1,40,963/- 4. Liquidator Remunaretion from 15.01.2014 - 5. Lease Dues from 27.02.1991 = per year Rs. 5,000/- 6. Government Shares Rs.2,00,000/- The Above List of dues are Indicative, Purchaser are Expected to carry out their own Comprhensive due diligence in respect of the secured assets including any dues relating to the secured assets.</p> |
| 10. | <p>The Bidders shall not be entitled to receive re-imbusement of any expenses which may have been incurred in preparation of the Bid/offer for submission and /or for carrying out due diligence, search of titles to the assets and matters incidental thereto or for any other purpose in connection with the purchase of the assets under reference.</p> |
| 11. | <p><u>Submission of Bid/Offer :</u> The Bidder shall complete the Bid/Offer form (s) annexed to the bid Document in all respects, quote the price and furnish the information called for therein and Shall Sign and date each of the Documents in the Space provided therein for the purpose The Bidder shall initial each page of the Bid/offer. The bidder has to quote, the offer price in figures and word in Indian Rupees in case of discrepancies in offer price quoted the price quoted in word will be considered as quoted price for evaluation by the bank.</p> |
| 12. | <p>The bid/offer shall contain the full address, telephone nos., fax no, email id, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Bid / Offer.</p> |
| 13. | <p>The Bid/offer shall be signed by a person or persons duly authorized by the Bidder with signature duly attested.</p> |
| 14. | <p>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.</p> |

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| 15. | <p><u>Last date of submission of Bid/Offer Document :</u> The interested parties may submit their unconditional and qualified bids to the MSCB in two separate sealed envelopes so as to reach the MSCB not later than 5.00 p.m., on.12.01.2017 one sealed envelope which shall be superscribed as " Technical bid for TALUKA SHETKARI DAL MILL PRAKRIYA SAHAKARI SANSTHA MARYADIT UDGIR AT MALKAPUR TAL.UDGIR DIST LATUR MAHARASHTRA. containing following documents.</p> <ul style="list-style-type: none"> i. Bid document (form x and xi) as per format. ii. Copy of Memorandum & Articles of Association with Registration Certificate (if applicable) iii. Copy of Deed of Partnership with certificate (if applicable) iv. Bye-laws of the Co-op Society v. Last 3 year Audited Balance Sheet. vi Last 3 years income tax Returns vii. Pan Card copy of Firm/partners/Company/Directors/ Individual viii. Copy of Resolution. ix. Receipt of RTGS payment made to MSC Bank x. Earnest Money Deposit paid to " The Maharashtra State Co-operative Bank Ltd., Mumbai, through RTGS (RTGS/NEFT :IFSC : MSCI 0082002) Of The Maharashtra State Co-Operative Bank, Agro Department, Mumbai having its Account No. 116459, on or one day before the date of submission of tender. Document. <p>The other sealed envelope containing " Ix Form of Bid –offer "(as per format of bid document) super scribed as " Financial Bid for " TALUKA SHETKARI DAL MILL PRAKRIYA SAHAKARI SANSTHA Ltd.,</p> <p>Both the sealed envelopes shall be put together in one sealed enveloped which shall be super scribed as "Offer for " TALUKA SHETKARI DAL MILL PRAKRIYA SAHAKARI SANSTHA Ltd.," and addressed to Authorised officer, The Maharashtra State Co-Operative Bank Ltd., 2 nd Floor, Sir Vithaldas Thackersey Memorial Bldg., 9 Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400 001., and should be dropped in the box kept at above mentioned address.</p> |
| 16. | <p>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.</p> |
| 17. | <p>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.</p> |
| 18. | <p><u>Validity of offer :</u> The validity of offer shall be 60 days from the opening of the Bid.</p> |
| 19. | <p><u>Opening of Bids :</u> The Bids will be opened by the AO at MSC Bank H.O.Mumbai,on.16.01.2017 at.5.00 p.m in the presence of the representatives of the bidders. The envelopes containing Technical bid shall be opened first and only those bidders will be permitted to remain present whose " Technical bid " is found to be in order</p> |
| 20. | <p>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</p> |

| | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | 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 / offers 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. | <u>Payment of sale price :</u> 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 " 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. |
| 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 format provided in the Security Interest (Enforcement) Rules. 2002. |
| 27. | The successful Bidder shall, after making full payment of sale price within 30 days of acceptance of bid/offer or such extended period as may be granted by the AO at his /her sole discretion, arrange to take the possession of the secured assets within the maximum period of 30 days. It is explicitly stated that once the Certificate of Sale is issued by the AO, the AO will not be held responsible for security and safe keeping of the Secured Assets. In such an event, the original successful bidder shall have 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. | <u>General Terms and Conditions :</u> The AO shall be at liberty to add, amend/modify/delete /drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances. The MSCB shall not be liable for any failure or delay in performance due to any cause |

| | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | beyond their control |
| 30. | The entire procedure of opening of Bids/offers, 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 /offers and also reserves the right to cancel the entire sale process without assigning any reasons. In case all the bids are rejected or the successful bidder fails to make payments as required in the Bid document or 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 mods 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 of 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. | <u>Jurisdiction :-</u> 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. |
| 35. | <u>Court case :</u> MSCB V/S DAI Mill S.P. DR. No. 08/2005 (2000169/10) Under Execution of Award in Civil Court Udgir for Recovery from society, |

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 TALUKA
SHETKARI DAL MILL PRAKRIYA SAHAKARI SANSTHA MARYADIT UDGIR AT MALKAPUR
TAL UDGIR DIS.LATUR 413517

| | | |
|----|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Issue of Bid/offer Document | The Bid document can be downloaded or obtained from the undersigned during 02.01.2017 to 12.01.2017 on any working day (except on Sunday and public Holiday) between 11.00 a.m. to 5.00 p.m., and on payment of non-refundable fee of Rs.15,000/- (Rupees Fifteen Thousand only) by cash. The Bid documents are available at Mumbai Head Office and Regional Office Nanded. Further it can also be downloaded from website of the bank www.msccb.com In case of downloaded document, the document fees Rs.15,000/-(Rupees Fifteen Thousand only) shall be paid through RTGS (RTGS/NEFT: IFSC: MSCI 0082002, A/c. No. 116459 MSCB Agro Dept.) to "The Maharashtra State Co-operative Bank Ltd.," on or before submission of the proposal or by D.D. on nationalised bank at the time of submission of proposal. |
| 2. | Cost of Bid /offer Document : | Rs. 15,000/- (Rupees Fifteen Thousand only) |
| 3. | Last date and time for submission of Bid/offer : | 12.01.2017 up to 5.00 p.m. |
| 4. | Place of Submission of Bid /offer : | Sealed Envelope should be dropped in the Box kept at The Maharashtra State Co-operative Bank Ltd., 2nd Floor, Sir Vithaldas Thackersey Memorial Bldg., 9 Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400 001. |
| 5 | Place, date and time of opening of Bids/offer | The Maharashtra State Co-Operative Bank Ltd., 2 nd Floor, Sir Vithaldas Thackersey Memorial Bldg., 9 Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400 001 Date:- 16.01.2017 5.00 p.m. |

IX. FORM OF BID / OFFER

FORM FOR PURCHASE OF SECURED ASSETS/PROPERTY OF TALUKA SHETKARI
DALMILL PRAKRIYA SAHAKARI SANSTHA MARYADIT UDGIR AT MALKAPUR TAL UDGIR
DIS.LATUR 413517 MAHARASHTRA.

(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 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, Nanded Plot No.180,Vasant Nagar, Purna Raod, Sharda Nagar opp Bus stop,
Post Box No.15
Nanded.431605
Tel.No.02462-284919

Sir,

SALE OF SECURED ASSETS/ PROPERTY OF TALUKA SHETKARI DALMILL
PRAKRIYA SAHAKARI SANSHA MARYADIT SITUATED AT MALKAPUR TALUKA
UDGIR DIST. LATUR..

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 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 Shall not be held Responsible for Security and Safe keeping of the Secured Assets I/we further understand that in the event I/we fail to take possession of the Secured Assets as stated above, the AO reserves the right to revoke the sale confirmed in my/our favour and forfeit the entire amount paid by me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.
5. I/We clearly understand and accept that the AO or the Secured creditors do not take of assume any responsibility for any dues, statutory or Otherwise, of TALUKA SHETKARI DALMILL PRAKRIYA SAHAKARI SANSTHA MARYADIT., 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. _____ (Rupees _____ only) to "The Maharashtra State Co-operative Bank Ltd., Mumbai "through RTGS (RTGS/NEFT: IFSC : MSCI0082002) 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 bidder | |
| 2. | Brief Particulars of the business | |
| 3. | Correspondence Address in full with PIN Code No. | |
| | Telephon No. with STD Code | |
| | Fax Nos. | |
| | E-mial 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 Number of RTGS transaction) | |

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

Place :

Date :

Signature :

Name of the Authorised Person :

Designation :

Seal

Encl :

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

XII. SALE CERTIFICATE FOR MOVABLE PROPERTY

Rule 7 (2) of the Security interest (Enforcement)Rules, 2012

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, Nanded, 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, Regional Office, Nanded in favour of

(purchaser), the following movable properties secured in favour of The Maharashtra State Co-operavtive Bank Ltd., (Incorporating The Vidarbha Co-op. Bank Ltd,) by TALUKA SHETKARI DALMILL PRAKRIYA SAHAKARI SANSTHA Co-operative based unit registered under The Maharashtra State Co-operative Societies Act, 1961 having its Registered Office at SITUATED AT MALKPUR TALUKA UDGIR 413517 DIST. LATUR, MAHARASHTRA, towards the financial facility offered by secured creditor The Maharashtra State Co-operative Bank Ltd., (Incorporating The Vidarbha Co-op Bank Ltd.) of Rs.385.79 Lakh (Outstanding as on 30.11.2016) and interest from 01.12.2016 onwards.

The undersigned acknowledged the receipt of 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 Serial No " V " (Schedule 1) attached herewith as per the terms and conditions of tender description of the movable property.

Since we have received full payment for sale of movable property 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 same is handed over to the Purchaser subsequently.

Description of the Movable Assets and Machinery list enclosed herewith as Schedule -1

Date :

Place : Mumbai

Sd/

(_____)

Authorised Officer

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

Encl : Description of Movable assets & Machinery as given in Schedule – 1

XIII. SALE CERTIFICATE (FOR IMMOVABLE PROPERTY)

[Rule 9 (6)]

Whereas,

The undersigned being the Authored officer of The Maharashtra State Co-operative Bank Ltd., (Incorporating The Vidarbha Co-op Bank Ltd,) Mumbai Regional Office, Nanded, under The Securitisation and Reconsturction of Financial Assets and Enforcememet of Security Interest Act, 2002 and in exercise of the powers confered under sub-Section13 read with Rule 12 of the Security interest (Enforcement) Rules, 2002 has in consideration of the payment of immovable property of Rs. (Rupess).Sold on behalf of The Maharashtra State Co-op. Bank Ltd., (incorporating The Vidarbha Co-op Bank Ltd.,) Mumbai Regional Office, Nanded 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 ., TALUKA SHETRARI DALMILL PRAKRIYA SAHAKARI SANSTHA MARYADIT a Co-operative based unit registered under The The Maharashtra State Co-operative Societies Act, 1961 having its Registered Office at MALKAPUR TALUKA UDGIR 413517 DIST. LATUR MAHARASHTRA, towards the financial facility offered by secured creditor The Maharashtra State Co-operative Bank Ltd., (Incorporating The Vidarbha Co-op. Bank Ltd.,) of Rs.385.79 (outstanding as on 30.11.2016 and interest form 01.12.2016 onwards.

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 description of the immovable property.

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

DESCRIPTION OF THE IMMOVABLE PROPERTY

All that part and parcel of the property consisting of _____as per schedule.
The entire land is bounded by :-

East : The remaining Land of Udaygiri Ind. Co-op. Soc. Ltd.,

West : 15 mt. Wide Road

South : Plots and Railway Line

North : The remaining Land of Udaygiri Ind. Co-op. Soc. Ltd.,

A. List of known encumbrances (as on March 31,2011 balance Sheet) as per the knowledge of Authorised Officer are as follows :

1. Latur Dcc Bank Ltd., Latur M.T. Loan Amt Rs. 19,28,705.46
2. Udaygiri Industrial Estate Co-op Sty Ltd., Udgir Tq.Udgir Dist Latur Rs.1,25,000/-
3. Government Share Rs.2,00,000/-
4. Other Liabilities Rs. 43169/-
5. Any other Dues which is not Known to the AO

B. Due's Payble Asper Liquidator Letter Dated on : 08.08.2014 are as Follows

1. Udaygiri Industrial Estate Co-op sty. Ltd Rs 2,38,000/-
2. Other liabilities RS. 1,20,260/-
3. Sale Tax Rs. 140,963/-
4. Liquidator Rumuneration Required From Date : 15.01.2014
5. Lease due From Date 27.02.1991 per year Rs.5000/-
6. Government Share Rs.2,00,000/-

C. Other Litigations and Claims Against the Unit are Listed Below

1. Award MSCB V/S Dal Mill Execution in the Court of Civil Court udgir S.P. DR No.08/2005- (2000/169/10) for Award Execution/due's recovery from Society/
2. MSCBANK V/S Liquidator Dal Mill & Collector, Tahsildar & other W.P.No.9259/12 for illegale attachment Sale of Lease Land of sty. Which is Dismissed on order Deted 10.06.2013 Infavour of bank 7/12 Exteract Fer Far is Required Applied to the Hon.Tahasilder and Dy. Collector Udgir.
3. EPFO Dues given Letter to P.F. office Solapur on 06.02.2015 but Not Yet Recived dues form P.F.Office

Date :

Place :

(Sd/-)

Authorised officer

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

XIV. 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 ofBy :

-----and -----(Hereinafter referred to as "the Purchaser ",

which expression shall include its successors and assigns.)

In favour of :

The Maharashtra State Co-operative Bank Ltd., Mumbai., (Incorporating The Vidarbha Co-op Bank Ltd.,) having its registered head office at 2nd Floor, sir Vithaldas Thackersey Memorial Bldg., 9 Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400 001, Post Box No. 472 and Regional Office, Nanded: Plot 180 Vasant Nagar, Purna Road, Sharda Nagar, Opp Bus Stop, P.O. Box-15 Nanded -431602. Tel No. 02462-284919, which is here in after 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 TALUKA SHETKARI DALMILL PRAKRIYA SAHAKARI SANSTHA MARYADIT UDGIR TALUKA UDGIR 413517 DIST LATUR 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 TALUKA SHETKRI DALMILL PRAKRIYA SAHAKARI SANSTHA MARYADIT.
- B. Whereas the Authorised Officer confirmed offer on behalf of MSC Bank in favor of _____ and subject ot 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 ÄS 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 REPRESENTAUON 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 unknow 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 indemnities 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, panalties, 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 persons, Entity, firm in respect of Such Liabilities, Encumbrances and dues and 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: