

The Authorized Officer (AO)
of
STRESSED ASSETS STABILISATION FUND
5th floor, IDBI Tower,
WTC Complex,
Cuffe Parade,
Mumbai - 400005
www.sasftrust.com


TENDER DOCUMENT
For
Sale of Mortgaged Assets in the account of M/s Sarvottam Industries Ltd

Sale Under the provisions of
The Securitization and Reconstruction of Financial Assets and
Enforcement of Security Interest Act, 2002
and
The Security Interest (Enforcement) Rules, 2002

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PUBLIC NOTICE FOR SALE
E--auction of Properties – M/s Sarvottam Industries Ltd.

(I)

	STRESSED ASSETS STABILIZATION FUND 5TH FLOOR, IDBI TOWER, WTC COMPLEX, CUFFE PARADE MUMBAI – 400 005 www.sasftrust.com
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PUBLIC NOTICE FOR SALE THROUGH E- AUCTION
SALE OF IMMOVABLE AND MOVABLE PROPERTY

M/s SARVOTTAM INDUSTRIES LTD, CIN L91110GJ1992PLC017538 (“THE BORROWER”)

The undersigned being the Authorized Officer (AO) of SASF invites bids/offers for sale of the following asset of M/s Sarvottam Industries Ltd under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the Act) read with the Security Interest (Enforcement) Rules, 2002, possession of which was taken by the Authorized Officer (AO) of SASF on 04.05.2016.

Borrower(s) are hereby given this notice under rule 6(2), 8(6) & 9(1) of Security Interest (Enforcement) Rules, 2002 to pay the outstanding amount being Rs.157,08,59,586/- (Rupees One hundred fifty seven crore and eight lakh fifty nine thousand five hundred eighty six only) as on 01.04.2010, together with interest & costs thereafter, within 30 days from the date of this notice, failing which the e-auction of the secured assets shall take place.

Description	Reserve Price (Rs.lakh)	EMD (Rs.lakh)
All the piece or parcel of leasehold land admeasuring 12 Bhigas and 10 Biswas comprised in Khasra No. 63/2, within the village limits of Poonjiyas, Tehsil Merta, Dist Nagaur in the state of Rajasthan together with buildings and structures thereon owned by M/s. Sarvottam Industries Ltd and registered in the office of Sub-Registrar Tehsil Merta, on 28.04.1992 under registration no.125/92, Page no.1	278.24	27.82
All the movable asset (Plant and machinery) situated / lying at site as mentioned above.	58.05	5.81

Gist of terms & conditions of Tender/Bid Document:

1. Sale is strictly subject to the terms & conditions given in this advertisement and in “Tender Document”. Tender document can be obtained from office of SASF on all working days or downloaded from website www.sasftrust.com and <https://sasf.auctiontiger.net> available from 24.01.2017.
2. Auction sale / bidding would be only through “e-auction” process through the website <https://sasf.auctiontiger.net> & also through Auction Tiger Mobile Apps (Android).
3. Interested parties can inspect the properties at site on 10.02.2017 between 11.00 A.M. to 4.00 P.M.
4. Tender Document, along with EMD and KYC documents can be submitted to AO of SASF upto 1600 hrs on 23.02.2017. The bidders shall receive user id / password on their valid email id (mandatory for e-auction) from the e-auction service provider M/s E-Procurement Technologies Ltd. (Auction Tiger).
5. E-Auction shall be conducted on 27.02.2017 between 11.00 hrs to 12.00 hrs with unlimited extension of 5 Minutes each.
6. The sale of Secured Assets is on “as is where is basis”, “as is what is basis”, “whatever there is basis” and “no recourse basis” for and on behalf of SASF. The AO does not take any responsibility for any shortfall of the movable/ immovable properties or for procuring any permissions etc., or for the dues of any authority established by law.
7. The interested buyers may carry out their own due diligence. They may also verify at their own cost and in their own interest the area of land and details of movable properties and any other relevant information before submitting the tenders. They may inspect the records relating to the mortgage available with the AO on request. The AO/Secured creditor shall not be responsible for any discrepancy or shortfall in the secured assets.
8. The tenderer shall be deemed to have full knowledge of the relevant documents, secured assets etc; whether he/she inspects or visit or not.
9. The Secured Assets are being sold free from charges and encumbrances of Secured Creditors only.

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10. All statutory liabilities / taxes / maintenance fee / electricity / water charges etc., outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder. SASF does not take any responsibility to provide information on the same.
11. The successful bidder will be required to deposit 25% of the sale price at the time of confirmation of sale. The balance amount of the sale price is to be paid within 15 days of the confirmation of the sale or such extended period as may be agreed to by the AO. In case of failure to deposit the balance amount within the prescribed period, the deposited amount shall be forfeited, including earnest money.
12. Secured creditors do not take responsibility for any errors/omissions/discrepancy/ shortfall etc in the secured Assets or for procuring any permissions etc or for the dues of any authority established by law.
13. The A.O. reserves the right to accept or reject any or all tenders without assigning any reason(s). In case all the bids are rejected, the AO reserves the right to sell the assets by any of the modes as prescribed in the SARFAESI Act.
14. The successful tenderer would be required to bear all the necessary expenses like stamp duty, registration, expenses, tax liabilities, etc. if, any, for transfer of secured assets.
15. Prospective bidders may avail online training on E-Auction from M/s E-Procurement Technologies Ltd. (Auction Tiger), Ahmedabad [Contact Nos. : 079-40230 841/805/806/813/816/818/814; Contact Persons: Mr. Tilak Maratha, Mobile No.09067799646 E-mail: tilak@auctiontiger.net. Mr. Vijay Shetty, Mobile No.09619002431 E-mail: vijay.shetty@auctiontiger.net

STATUTORY 30 DAYS NOTICE UNDER RULE 6(2),8(6) & 9(1) OF THE SARFAESI ACT

The borrower/guarantors are hereby notified to pay the sum as mentioned above along with upto date interest and ancillary expenses before auction, failing which the property will be auctioned/sold and balance dues if any will be recovered with interest and cost.

Date : January 24, 2017
Place: Mumbai

sd/-
Authorized Officer, SASF
Ph:022-66552129

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(II)
INTRODUCTION

1. The Government of India, vide Trust Deed dated September 24, 2004 has set up a Trust under the name of “Stressed Assets Stabilization Fund” (SASF). SASF is having its Principal Office at IDBI Tower, 5th Floor, Cuffe Parade, Mumbai-400 005. Pursuant to the Transfer Deed dated September 30, 2004, Industrial Development Bank of India (IDBI) have, inter alia, assigned / transferred to SASF the financial assistance granted by them to M/s Sarvottam Industries Ltd. (SIL), the Borrower, together with all under lying securities and all rights in respect thereof, for valuable consideration to SASF. Thus, SASF has the absolute right, title, interest and authority to recover all the monies owned by the Borrower to IDBI and to enforce the securities created by the Borrower in favour of IDBI. Therefore, for all the practical purposes, SASF would be treated as if it has stepped into the shoes of IDBI.

2. SASF issued a notice dated October 10, 2010 under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as “the SARFAESI Act”) calling upon M/s Sarvottam Industries Ltd. (hereinafter referred to as 'the Borrower’), a Company registered under the Companies Act, 1956 having Registered Office at 5, “Vasukanan”, 2nd Floor, Near Lotus Flats, Ashram Road, Ahmedabad-380014, Gujarat to repay the amount mentioned in the said notice aggregating Rs.157,08,59,586/- (Rupees One Hundred and Fifty Seven Crore Eight Lakh Fifty Nine Thousand Five Hundred and Eighty Six only) as on 01/04/2010 together with further interest and other expenses/cost thereon at the contractual rates upon the footing of compound interest until payment/realization within 60 days from the date of the said Notice. Though the Borrower received the said notice, they failed to discharge their liabilities in full.

3. SASF representing more than 60% in value of the loan outstanding of the existing secured creditors (SASF, Edelweiss Asset Reconstruction Company Ltd and State Bank of Bikaner and Jaipur) and in exercise of powers conferred under Section 13 (4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) read with the Rule 8 (1) of the Security Interest (Enforcement) Rules, 2002 has taken physical possession of the secured assets of the

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captioned Company situated at Poonjiyas village, Tehsil Merta, District Nagaur, in the State of Rajasthan on May 4, 2016 in the presence of Witnesses/Panchs, Valuer appointed for the purpose of taking inventory of Secured Assets and valuation thereof, besides other officials of SASF after complying with the due procedure established by law. The AO after taking possession of the Secured Assets caused the inventory of the Secured Assets to be prepared by the valuer on May 9, 2016. The AO published the possession notice as required under the SARFAESI Rules. After taking possession, the AO has also engaged Concrete Security Services, the Security Agency to protect and guard the Secured Assets located at the aforesaid site.

4. M/s Sarvottam Industries Ltd. (SIL) had created mortgage on the leasehold immovable properties of SIL to secure financial assistance / loans availed from IDBI. Similarly, the Borrower has created first hypothecation charge in favour of IDBI on the movable properties. Both the movable properties and the immovable properties are collectively referred to as the 'Secured Assets'.

5. SASF has more than 60% in value of the existing secured creditors viz. SASF, Edelweiss Asset Reconstruction Company Ltd and State Bank of Bikaner and Jaipur, having charge on the Secured Assets as envisaged under Section 13(9) of the SARFAESI Act. Further, Edelweiss Asset Reconstruction Company Ltd and State Bank of Bikaner and Jaipur have given consent to SASF as lead to take action under SARFAESI Act. SASF is having first charge on the secured Assets of the Borrower whereas Edelweiss Asset Reconstruction Company Ltd and State Bank of Bikaner and Jaipur are second charge holders.

6. The total outstanding dues of the Secured Creditors as on October 01, 2016 (Record date), as given below is Rs.3382.29 lakh (Rupees Three thousand three hundred eighty two lakh and twenty nine thousand only) together with further charges and other expenses/costs thereon.

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(Amount rounded off to nearest Rs. lakh)

Institution/ Bank	Principal Outstanding	Interest and other dues	Total dues
SASF	2146.93	50208.27	52355.20
Edelweiss Asset Reconstruction Company	607.96	6551.24	7159.20
State Bank of Bikaner and Jaipur	627.40	9450.16	10077.56
Total	3382.29	66209.67	69591.96

7. IDBI / SASF filed recovery suit against the company before Debt Recovery Tribunal, Hyderabad, which is pending for adjudication.
8. Pursuant to the possession taken by SASF in May 2016, Authorized Officer (AO) is proceeding with sale of property whose physical possession has been taken (Poonjiyas unit).
9. The list of movable properties put on sale are mentioned on page no. 8 of the Tender Document.
10. The details of immovable properties put on sale are mentioned on page no.7 & 8 of the tender document

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(III)
BRIEF DESCRIPTION OF THE ASSETS

(a) Details of Land & Building

Sr.No.	Property Description.
1.	All those pieces and parcels of leasehold land admeasuring 12 Bhigas and 10 Biswas comprised in Khasra No.63/2, within the Village limits of Poonjiyas, Tehsil Merta, District Nagaur in the State of Rajasthan, together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

(b) Details of Movables

Sr.No.	Property Description.
1.	Movable asset (Plant and machinery) situated / lying at Khasra No.63/2, within the Village limits of Poonjiyas, Tehsil Merta, District Nagaur in the State of Rajasthan

Sl. No	Details / Description of machineries	Make of the machineries
1	Refinery Section	-
2	Solvent Extractor Plant alongwith 2 nos of furnaces	-
3	SEP Acid Oil Plant	-
4	Effluent Treatment Plant	-
5	Boiler Section	-
6	DG Section	-
7	500 KVA DG set VT-28G Alt Kirloskar Engine No – 25220732	Cummins
8	Gasifier System	Ankur
9	Small Packaging Section	-
10	TIN Package Section	-
11	Transformer – 1000 KVA Voltage No Load HV-33000 LV-433, Phase-HV-3 LV-3	Transformer & Rectifier
12	Work Shop	-
13	Laboratory	-
14	Office	-
15	PRE Processing Plant	-
16	Iron Almirah scrap	-

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(IV)

Outstanding dues of Secured Creditors in the account of Sarvottam Industries Ltd. as on 01.10.2016

(Amount rounded off to nearest Rs. lakh)

Institution/ Bank	Principal Outstanding	Interest and other dues	Total dues
SASF	2146.93	50208.27	52355.20
Edelweiss Asset Reconstruction Company	607.96	6551.24	7159.20
State Bank of Bikaner and Jaipur	627.40	9450.16	10077.56
Total	3382.29	66209.67	69591.96

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(V)
TERMS AND CONDITIONS

1	The Authorised Officer (AO) exercising the powers under the Securitization and 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 the assets/properties mentioned in the Sale Notice (hereinafter referred to as the 'Secured Assets').				
2	All Payments to SASF by bidders in connection with this auction shall be made by RTGS in favour of Stressed Assets Stabilisation Fund, Account no. 126102000000055 , IFSC code - IBKL0001001, Bank name & address: IDBI Bank Ltd., Bandra Kurla Complex, Mumbai 400 051.				
3	The Reserve price & EMD for the sale of the Secured Assets is fixed as under:				
			<u>Amt in Rs. lakh</u>		
	Sr No	Property for Sale	Reserve Price	EMD	Incremental Bid Amt
	1	Immovable property leasehold land admeasuring 12 Bhigas and 10 Biswas comprised in Khasra No.63/2, within the Village limits of Poonjiyas, Tehsil Merta, District Nagaur in the State of Rajasthan, together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.	278.24	27.82	0.15
	2	Movable asset (Plant and machinery) situated / lying at Khasra No.63/2, within the Village limits of Poonjiyas, Tehsil Merta, District Nagaur in the State of Rajasthan	58.05	5.81	0.15
4	<p>i. The sale of Secured Assets is on “<i>As is where is</i>”, “<i>As is what is & whatever there is</i>” and “<i>without recourse</i>” basis. The description of the immovable properties is based on the mortgages created by the mortgagor with the secured lenders from time to time and the representations made by him/her.</p> <p>ii. All statutory liabilities / taxes / maintenance fee / electricity / water charges etc., outstanding as on date and/or yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder. It is expressly made clear that AO/ SASF do not take any responsibility to provide information on the same. AO / SASF does not take or assume any responsibility for any dues, statutory or otherwise, of</p>				

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	<p>BORROWERS including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by the purchaser.</p> <p>iii. Statutory liabilities of the firm and encumbrances on the immovable properties known to the Authorised Officer are Nil. However the prospective bidders are advised to satisfy themselves regarding encumbrances of any type, if any, over the above properties.</p>
5	The interested parties may inspect the assets at their own cost on date & time stipulated in the sale notice in the presence of a representative of the AO available at the site to facilitate the inspection.
6	The interested parties may carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets. A bidder shall be deemed to have full knowledge of the condition of the assets, relevant documents, information, etc. whether the bidder actually inspects or visits or verifies or not.
7	The bidders shall be deemed to have inspected and approved the Secured Assets to their entire satisfaction and for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of the premises and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the assets/properties and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/properties and their condition.
8	The Bidder shall not be entitled to receive re-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 purchase of the assets under reference.
9	<p>The Bidder shall complete in all respects the Profile of the Bidder and “Declaration by the Bidder annexed to this Tender Document, and furnish the information called for therein and shall sign and date each of the documents in the space provided therein for the purpose. The Bidder shall sign each page of all the documents. Offers received for sale and / or accepted are not transferable.</p> <p>The Format for submission of “Profile of the Bidder” & “Declaration by the Bidder” is given in Chapter V, VI & VII of this Tender Documents.</p> <p>Bidders may fill in only the form relevant/applicable to them.</p>

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10	The Bid Documents shall be signed by a person or persons duly authorized by the Bidder with the signature duly attested.
11	The Bid Documents shall contain the full address, Mobile No, Telephone No., Fax No., e-mail-ID, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Offer.
12	The Bid Documents shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto.
13	The interested parties may submit Tender Document duly filled and signed on each page along with EMD and other required documents to the “Authorised Officer, DGM, SASF, 5 th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai-400 005” in a cover, which shall be super-scribed as “Tender Document and EMD : A/c M/s Sarvottam Industries Ltd”
14	Only those bidders will be permitted to participate in the e -auction who’s Tender/ Offer Document is complete in every respect and who’s Demand Draft/Pay Order for EMD is found to be in order and /or remittance by way of RTGS proceeds is credited into the account, indicated above, well before the cut-off time. Bank does not take any responsibility and will not entertain any complaint for any delay in transfer of funds by way of electronic mode. Form of Tender /Offer/ Bid, if found incomplete in any respect, shall be liable for outright rejection. Bidders, whose forms are found to be in order together with the EMD, submitted by them, will be intimated by e-mail and through mobile.
15	<p>Participants, who are not already registered with the e-auction service provider, should register themselves by following the procedure mentioned at the website of E-Auction Service Provider. The participants /intending purchasers are necessarily required to submit following documents / papers for registration to E-Auction Service Provider.</p> <ol style="list-style-type: none">a. Forms duly signed & filled up. Please download from website of E-Auction Service Provider.b. Self attested copy of Pan Card.c. Self attested valid residential proof (Voter Id card, Passport copy, Ration card, telephone bill, and electric bill - any one).d. Self attested valid e-mail id and mobile no. <p>The user id and password will be then sent directly to the registered participants / intending purchasers whose Tender Document is complete in all respect and whose Demand Draft/Pay Order for EMD is found to be in order and /or remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time and the whose documents are complete</p>

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	<p>in all the respects, with further directions by the e- auction provider company, if any, for log in and participating in the auction through online process.</p> <p>Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither SASF nor the E-Auction Service Provider will be responsible for any lapses (Internet failure, Power failure, etc) on the part of the vendor, in such cases. In order to ward of such contingent situation, bidders are requested to make all the necessary/alternative arrangements such as backup power supply and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully.</p>
16	<p>The initial 10 minutes of each auction will be kept open for all the intending bidders to bid. The auction would be held with unlimited extensions of 5 minutes each, if required. In case no further valid bids are received during the extended period, the last highest bid received would be treated as the successful bid and auction would be treated as closed/terminated.</p> <p><u>Increase in Bid Amount:</u> Increase in bid amount, if any, during the e-auction period shall be made as given at Condition No. 3 above. Increase in bid amount below the above amount will not be accepted.</p> <p>First bid should be of at least equal to or above the Reserve Price or increment(s) in multiples as above.</p>
17	<p>Authorised Officer (AO) reserves the right to retain the EMD of top three bids upto three months from the date of e-auction and the amount of EMD will not carry any interest. The Bids so retained will be valid for three months from the date of e-auction or till further extension of time as may be approved by the AO. The EMD of other bids will be returned within 15 days from the date of e-auction.</p>
18	<p>The successful bidder would be informed in writing about the acceptance of his/her bid/offer by the AO and will be required to deposit 25% of the sale price immediately (apart from EMD) on receipt of such information declaring him the auction purchaser of the asset/s.</p> <p>The balance amount of the sale price shall have to be paid within 15 days from the date of valid communication declaring him the auction purchaser.</p>
19	<p>In case the successful bidder fails to deposit 25% of the sale price immediately, the AO shall forfeit the EMD and if the successful bidder backs out after paying 25% of the sale price, then</p>

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	AO shall forfeit the EMD and the 25% of the sale consideration so deposited.
20	All claims of the defaulting successful bidder to the assets or to any part of the sum for which it may be subsequently sold shall stand forfeited.
21	In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the AO reserves the right to resell the assets to the second/third highest bidder in the above manner, who shall also be treated as the successful bidder in the auction.
22	On confirmation of sale and if the terms of payment have been complied with, the AO, exercising the power of sale, shall issue Certificate of Sale for the immovable property in favour of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002.
23	The successful Bidder shall, after making full payment of sale price within 15 days of acceptance of bid/offer, arrange to take possession of the Secured Assets immediately thereafter. <u>It is explicitly stated that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the Secured Assets.</u> In case the successful bidder fails to take possession of the secured assets as stated above, the AO reserves the right to revoke the sale confirmed in his/her favour, forfeit the entire amount paid by the successful bidder and go for re-bidding or sell the secured assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty. In such an event, the original successful bidder shall have no claims on the secured assets or to any amount /s for which it may be subsequently sold.
24	The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, sale tax etc. for transfer of assets in his/her name. <u>It is expressly stipulated that there are no implied obligations on the part of the AO or the secured lenders and it shall be solely the obligation of the Bidder, at his/her cost, to do all acts, things and deeds whatsoever for the completion of the sale including payment of all statutory liabilities / housing society tax / maintenance fee / electricity / water charges etc., outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder to get the assets transferred in his /her/their name. Bank does not take any responsibility to provide information on the same.</u>
25	The submission of the Bid/Offer means and implies that the Bidder has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Bid/Offer laid down herein.
26	The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/her under these conditions is and shall be deemed to be of

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	the essence.
27	The AO shall be at liberty to amend/modify/delete/drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances.
28	The entire procedure of e – auction, the sequence of inter-se bidding etc. shall be at the sole and absolute discretion of the AO and the intending bidders shall have no right whatsoever to object to the same.
29	The AO reserves the right and liberty to accept/reject any or all the Bids and also reserves the right to cancel the entire sale process without assigning any reasons. In case all the bids are rejected or the successful bidder fails to make payments as required in the Bid Document or withdraws his/her bid, the AO, at his/her sole and absolute discretion, reserves the right to go for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty and the Bidders shall have no right to object to the same.
30	In the event the said sale in favour of the bidder not being confirmed by AO, otherwise than on account of the willful default of the bidder or if the sale is set aside by an order of the Court/Tribunal, then in that event the sale shall be void and the bidder shall, in that event be entitled only to receive back his/her 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 costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her.
31	Notwithstanding anything stated elsewhere in this Tender Document, the AO reserves the right to call off the sale process at any point of time without assigning any reasons.
32	All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Mumbai shall have the exclusive jurisdiction to entertain /adjudicate such disputes.
33	For detailed procedure, terms and conditions of the auction process, please refer to the Bid / Tender Document and for formalities/ registration to be completed before e-auction please refer to registration procedure at website https://sasf.auctiontiger.net .

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(VI)
FORMAT FOR SUBMISSION OF
PROFILE OF THE BIDDER-INDIVIDUAL

For purchase of below **property(ies)** (Tick as applicable) situated at Nagaur mortgaged with SASF in the account of **M/s Sarvottam Industries Ltd:-**

1. Immovable properties: All the piece or parcel of leasehold land admeasuring 12 Bhigas and 10 Biswas comprised in Khasra No. 63/2, within the village limits of Poonjiyas, Tehsil Merta, Dist Nagaur in the state of Rajasthan together with buildings and structures thereon
2. All the movable asset (Plant and machinery) situated / lying at leasehold land admeasuring 12 Bhigas and 10 Biswas comprised in Khasra No. 63/2, within the village limits of Poonjiyas, Tehsil Merta, Dist Nagaur in the state of Rajasthan.

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

1	a) Full Name of the Bidder/Offerer <i>(in Block letters)</i>	:	
	b) Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:	
	c) Mobile Nos.		
	d) E-mail ID		
2	Brief particulars of business (if any)	:	
3	Relationship, if any, the Bidder/Offerer has with any employee of SASF/IDBI Bank Limited.	:	
4	Relationship, if any, the Bidder/Offerer has with Borrower/Promoters/ Guarantors/Mortgagors as mentioned in the Tender Document.		
5	Name and particulars of the Company/Firm/Person in whose name the Secured Assets/property are to be purchased	:	
6	Details of Earnest Money Deposit (EMD).	:	

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	<i>i)</i> Demand Draft No. / Pay Order No.	:	
	<i>ii)</i> Date of Demand Draft / Pay Order	:	
	<i>iii)</i> Name of the Issuing Bank and Branch	:	
	Bidders, who prefer to submit the EMD by way of RTGS, must indicate RTGS UTR No., Amount remitted and date.		
	RTGS UTR NO.	:	
	Amount remitted	:	
	Date	:	
7	Income Tax Permanent Account Number(s) (PAN) of Bidder /Offerer	:	

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

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

Signature of the duly authorised official of the Bidder/Offerer

Name and Designation of the Authorised Signatory

Place:

Date:

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(VII)

FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

COMPANY/PARTNERSHIP/ PROPRIETORSHIP

For purchase of below (Tick as applicable) **Industrial Sheds** situated at Nagaur mortgaged with SASF in the account of **M/s Sarvottam Industries Ltd:-**

1. Immovable properties: All the piece or parcel of leasehold land admeasuring 12 Bhigas and 10 Biswas comprised in Khasra No. 63/2, within the village limits of Poonjiyas, Tehsil Merta, Dist Nagaur in the state of Rajasthan together with buildings and structures thereon
2. All the movable asset (Plant and machinery) situated / lying at leasehold land admeasuring 12 Bhigas and 10 Biswas comprised in Khasra No. 63/2, within the village limits of Poonjiyas, Tehsil Merta, Dist Nagaur in the state of Rajasthan.

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

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

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8.	Date of Last Income Tax Return (Enclose copy of last 3 years' Income Tax clearance certificate)	
9	<i>d)</i> Full Name of the Authorised Person to carry out e- auction on behalf of the company/firm /party (<i>in Block letters</i>) (Original Authorised letter to be attached to carry out the e-auction process)	:
	<i>b)</i> Complete Postal Address of the Authorise person with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:
	<i>c)</i> Mobile Nos.	
	<i>d)</i> E-mail ID	
10	Designation of the Authorised Person	:
11	Relationship, if any, the Bidder/Offerer has with any employee of SASF/IDBI Bank Limited.	:
12	Relationship, if any, the Bidder/Offerer has with Borrower/Promoters/ Guarantors/Mortgagors as mentioned in the Tender Document.	
13	Details of Earnest Money Deposit (EMD).	:
	<i>i)</i> Demand Draft No. / Pay Order No.	:
	<i>ii)</i> Date of Demand Draft / Pay Order	:
	<i>iii)</i> Name of the Issuing Bank and Branch	:
	Bidders, who prefer to submit the EMD by way of RTGS, must indicate RTGS UTR No., Amount remitted and date.	
	RTGS UTR No.	
	Amount Remitted	
	Date	

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14	Income Tax Permanent Account Number(s) (PAN) of the Authorised person	:
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* Each and every information and documents to be submitted is mandatory.

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

Signature:

Name of the Authorised Person:

Designation:

Company Seal

All authorizations should be annexed to this form.

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

(ON STAMP PAPER OF RS.100/-)

FORM OF BID/OFFER

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

To,

Authorised Officer,
SASF, 5th floor,
IDBI Tower , WTC Complex,
Cuffe Parade,
Mumbai – 400 005

Sir,

Sale of Secured Assets / Property of – M/s Sarvottam Industries Ltd.

1. Having fully examined and understood the terms and conditions of the Tender Document and condition and status of the Secured Assets/property, I/We offer to purchase the said Secured Assets strictly in conformity with the terms and conditions of this Tender/Offer Document.
2. I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Tender/Offer and acquire the Secured Asset/property. Should I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.
3. I/We further understand that if my/our Bid/Offer is accepted, should I/we fail to deposit the balance amount of sale consideration (after having paid 25% of the sale consideration) by the stipulated date, the said amount of 25% of the sale consideration and 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 15 days of acceptance of bid/offer, I/we shall arrange to take possession of the secured assets within a maximum period of 10 days. I/We understand that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the secured assets. We further understand that in the event I/We fail to take possession of the Secured Assets as stated above, the AO reserves the right to revoke the sale confirmed in my/our favour and forfeit the entire amount paid by me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.
5. I/We clearly understand and accept that the Authorised Officer or the secured lender do not take or assume any responsibility for any dues, statutory or otherwise, of the **BORROWER**, including such dues that may affect transfer of the assets in the name of

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the purchaser 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 or any Bid/Offer you may receive. Further, I/we will not raise any objection in case the Authorised Officer goes for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty.
7. I/We understand that time is the essence for completing the acquisition formalities of the Secured Assets/property and I/we agree and undertake to abide by it.
8. I/WE hereby confirm that I/We do not have any kind of relationship (professional/personal), with Borrower/Promoters/Guarantors/Mortgagors as mentioned in the Bid Document.
9. I/We also enclose a Demand Draft/Pay Order of value Rs. towards Earnest Money Deposit (EMD) in the name of "Stressed Assets Stabilisation Fund -A/c **M/s Sarvottam Industries Ltd**" payable at Mumbai.

Or

I/ We have remitted Rs..... towards Earnest Money Deposit (EMD) to IDBI Bank Limited by way of RTGS amount in favour of Stressed Assets Stabilisation Fund, Account no. 126102000000055, IFSC code - IBKL0001001, Bank name & address: IDBI Bank Ltd., Bandra-Kurla Complex, Mumbai 400 051.

10. We understand that the EMD will not carry any interest.
11. We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Tender/Offer document can be summarily rejected.

Place:

Dated: ___ day of _____ 2017

Signature
Duly authorised to sign Bid/Offer.

(Name and address of the Bidder/Offerer)
(IN BLOCK CAPITALS)

WITNESS:

Signature :
Name & Address:
Occupation :
