



**BID DOCUMENT FOR E AUCTION**

Whereas **Edelweiss Asset Reconstruction Company Limited, acting in its capacity as trustee for EARC Trust SC 19 and EARC Trust SC 30 (hereinafter referred to as “EARC”)**, in its capacity as secured creditor and on behalf of the Consortium of lenders comprising of EARC, Bank of Baroda, Indian Overseas Bank and Union Bank of India (Secured Creditors) acting through its Authorised Officer, in exercise of its power under Section 13(4) & 13(12) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI ACT) read with Rule 6 and 8 of Security Interest (Enforcement) Rules, 2002 (rules) has decided to sale through **e-Auction** the Secured Asset mentioned in **ANNEXURE - I** for realization of the secured debt due to consortium of lenders comprising **EARC, Bank of Baroda, Indian Overseas Bank and Union Bank of India**. The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the following further conditions:

<b>Auctioneer Name</b>	<b>M/s Edelweiss Asset Reconstruction Company Limited Trustee of EARC Trust SC 19 and EARC Trust SC 30 (EARC) Edelweiss House, 1<sup>st</sup> Floor, Off CST Road, Kalina, Mumbai. 400098</b>
<b>Auction to be Conducted by</b>	<b>M/s E-Procurement Technologies Ltd -Auction Tiger B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006 Gujarat (India)</b>
<b>Auction Schedule</b>	<b>Date of Auction:- October 13, 2021. Timings:-As per the E-Auction Notice published Auction Website :- <a href="https://edelweissarc.auctiontiger.net">https://edelweissarc.auctiontiger.net</a></b>
<b>Annexure</b>	<p>1) Terms &amp; conditions of e-Auction (Annexure – I)</p> <p>2) Details of Bidder (Annexure – II)</p> <p><b>INSTRUCTION:</b> This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <a href="https://edelweissarc.auctiontiger.net">https://edelweissarc.auctiontiger.net</a> during the time of submission of the bid.</p> <p>3) Declaration by Bidder(Annexure – III)</p> <p><b>INSTRUCTION:</b> This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <a href="https://edelweissarc.auctiontiger.net">https://edelweissarc.auctiontiger.net</a> during the time of submission of the bid.</p> <p>4) Confirmation by Bidder Regarding Receipt of Training (Annexure – IV)</p> <p><b>INSTRUCTION:</b> This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <a href="https://edelweissarc.auctiontiger.net">https://edelweissarc.auctiontiger.net</a> just after availing training on e-Auction</p>
<b>Special Instructions</b>	<b><u>Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor EARC will be</u></b>

	<b>responsible for any lapses / failure on the part of the Bidder, in such cases.</b>
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**Annexure I**

**E-Auction bidding Terms and Conditions**

1. Computerized e-Auction shall be conducted by service provider M/s **E-PROCUREMENT TECHNOLOGIES LTD – Auction Tiger** on behalf of **EARC**, on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither EARC nor E-Procurement Technologies Ltd. shall be responsible for these unforeseen circumstances. **In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and be able to participate in the e-Auction successfully. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.**
2. E-Procurement Technologies Ltd.- Auction Tiger shall arrange to train the bidder(s), without any cost. E-Procurement Technologies Ltd. shall acquaint bidder regarding the bidding process, functions and e-Auction rules. All the bidders required to ensure that compliance regarding receipt of training before start of bid process.
3. **Property for Bid:** Sale of following Secured Asset by EARC under SARFAESI Act, 2002-

Lot No.	Details Of Assets for Auction/Sale
1	All that piece and parcel of land together with all movable assets including plant and machinery, furnitures and fixtures, stock, raw materials etc of the Borrower lying therein and buildings and structures standing thereon situated at old survey no 210, hissa no 14, new block no 337, admeasuring 37 H 87 R, old survey no 211, hissa no 10, 11, 12, 13, 14 & 26, new block no 344/1 admeasuring 27 H 94 R, old survey no 211, hissa no 1, 2, 3, 5, 6, 7, 8, and 9 new block no 348 admeasuring 10 H 24 R at village Chunala (Braohanpada), Taluka Rajura, District Chandrapur owned by the Borrower and land at survey nos 148, 152 to 155 admeasuring 14.81 H at Village Thuthara, Taluka Rajura, District Chandrapur, Maharashtra owned by the Borrower.

4. **Type of Auction:** e-Auction
5. **Bidding Currency & Unit of Measurement:** Bidding will be conducted in Indian Rupees (INR) Only.
6. **Starting (Opening) Price / Bid Increment:** The opening price of the auction and the bid Increment value shall be available to the bidders on their bidding screen.
7. **Bid Price:** The Bidder has to quote the total price.
8. **Procedure of e-Auctioning**
  - i. **e-Form Submission:** All interested bidders need to fill online form available on e-Auction domain with necessary details.
  - ii. **Online e-Auction:**
    - EARC will declare its **Opening Price (OP)**, which shall be visible to the all Bidders during the start of the e-Auction. Please note that the start price of an item in online e-Auction is open to all the participating bidders. Any bidder can start bidding, in the online e-Auction, from the start price itself. Hence, the first online bid that comes in the system during the online e-Auction can be equal to the auction's start price, or higher than the auction's start price by one increment, or higher than the auction's start price by multiples of increment. The second online bid and onwards will have to be higher than the H1 rate by one increment value, or higher than the H1 rate by multiples of the increment value.

- The “**Bid Increase Amount**” has been fixed in respect of the secured asset which the bidders can view on their bidding screen and the bidders will have to increase the bid amount in the multiple of “**Bid Increase Amount**”.
  - If a bidder places a bid in the last 5 minutes of closing of the e-Auction and if that bid gets accepted, then the auction’s duration shall automatically get extended for another 5 minutes, from the time that bid comes in. Please note that the auto-extension shall be for unlimited times and will take place only if a valid bid comes in last 5 minutes of closing. If valid bid is not received, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-Auction, the auction shall get closed automatically without any extension. **However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.**
9. During e-Auction, if no bid is received within the specified time, EARC at its discretion may decide to revise Opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
  10. The bid once submitted by the bidder, cannot be cancelled / withdrawn and the bidder shall be bound to buy the secured Asset at the final bid price. **The failure on part of bidder to comply with any of the terms and conditions of the e-auction notice and Tender Document will result in forfeiture of the amount paid by the defaulting bidder.**
  11. The bidders will be able to view the following on their screen along with the necessary fields in the E Auction:
    - a. Leading Bid in the Auction (H1 – Highest Rate)
    - b. Bid Placed by bidder
    - c. Opening Price & Minimum Increment Value.
    - d. The bid rank of bidder in the auction.
  12. The decision of the EARC regarding declaration of successful bidder shall be final and binding on all the Bidders.
  13. The EARC shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.
  14. The EARC / E-Procurement Technologies Ltd. shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.
  15. The bidders are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the e-Auction in Annexure III.
  16. **Duration of Auction:** The auction of secured asset is scheduled to be conducted on day & time as specified in the E-auction notice published in the newspapers. There will be unlimited extensions of 5 minutes duration each if any valid bid is received in last 5 minutes of the close of auction. The bidders are cautioned not to wait till the last minute or last few seconds to enter their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.
  17. **Successful bidder:** At the end of the E-Auction, EARC will evaluate all the bids submitted and will decide upon the successful bidder for each Lot separately. EARC’s decision will be final & binding on all the bidders.

### Terms & Conditions for Sale

1. The e-auction 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 the Consortium comprising of Edelweiss Asset Reconstruction Company Ltd acting in its capacity as Trustee of EARC Trust SC 19 and EARC Trust SC 30 (hereinafter referred to as “EARC”), Bank of Baroda, Indian Overseas Bank and Union Bank of India (Secured Creditors).
2. In respect of the Secured Assets, Consortium of secured creditors have outstanding dues of Rs. 127,53,16,604/- (Rupees One Hundred Twenty Seven Crore Fifty Three Lakhs Sixteen Thousand Six Hundred and Four Only) as on November 29, 2011, towards the financial assistance availed by the Borrower, together with further interest and other expenses/costs thereon and further reduce by amounts recovered by the consortium after the said dates is detailed below.

Name of Bank	Amount Due	Payable as on	Further interest from
State Bank of India (including erstwhile State Bank of Indore) (Assigned to EARC)	46,89,50,379.50	31.10.2011	01.11.2011
Bank of India (Assigned to EARC)	12,92,84,849.00	30.09.2011	01.10.2011
Bank of Baroda	10,61,59,271.00	30.09.2011	01.10.2011
Indian Overseas Bank	11,96,17,379.00	30.09.2011	01.10.2011
Union Bank of India	9,79,52,950.00	15.02.2011	16.02.2011
State Bank of India (For standalone financial assistance granted) (Assigned to EARC)	35,33,51,775.46	31.10.2011	01.11.2011
<b>Total</b>	<b>127,53,16,603.96</b>		

3. Bid document containing detailed terms and conditions of sale can be obtained from <https://edelweissarc.auctiontiger.net> from September 24, 2021 to October 12, 2021.
4. For participating in online e-auction sale, Bid document, copies of PANCARD, Board Resolution in case of Company, photo id and address proof are required to be submitted along with EMD, which is payable by way of RTGS/NEFT in the name of **Edelweiss Asset Reconstruction Company Ltd**, account No. **0004103000054719 IDBI Bank**, Mittal Court, Nariman Point, Mumbai - 400 021, IFSC Code No. **IBKL0000004** on or before 5:00 PM on October 12, 2021. Once an Online Bid is submitted, same cannot be withdrawn. Further any EMD submitted by bidder will be required to send the UTR/Ref no of the RTGS/NEFT with a copy of cancelled cheque on the e-mail id [rishabh.jhabak@edelweissfin.com](mailto:rishabh.jhabak@edelweissfin.com)
5. The secured asset shall be sold by the undersigned by way of **Electronic Public Auction on October 13, 2021** in the premises of Edelweiss House, Off CST Road, Kalina, Mumbai-400 098 through e-Auction Agency **M/s. e-Procurement Technologies Ltd. (Auction Tiger)** at their website/portal i.e. <https://edelweissarc.auctiontiger.net> and also on **Auction Tiger Mobile App between 12:00 Noon to 1:00 PM** with auto extension clause, i.e. the end time of e-Auction will be extended by 5 minutes each time if bid is made before close of e-Auction.
6. The EMD will not carry any interest. The bidders may participate in the e-auction from their own office/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised officer and/or the service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc;
7. For details, help, procedure and online training on e-auction, prospective bidders may contact **M/s. e-Procurement Technologies Ltd. as given below**

<b>Contact numbers</b>	Mr. Chintan Bhatt +91 99785 91888
<b>Helpline numbers</b>	+91 79 681368 05/37  + 91 92655 62821
<b>Email ids</b>	<a href="mailto:chintan.bhatt@auctiontiger.net">chintan.bhatt@auctiontiger.net</a> <a href="mailto:rikin@auctiontiger.net">rikin@auctiontiger.net</a> <a href="mailto:support@auctiontiger.net">support@auctiontiger.net</a>

8. The successful Bidder will be required to deposit 25% of the sale price (including the EMD already deposited) immediately on confirmation of sale and the balance amount of the sale price is to be paid within 15 days of the confirmation of the sale. In case of failure to deposit the balance amount within the prescribed period, the amount of EMD and/or deposited amount shall stand forfeited and no claim shall be entertained against EARC in respect thereof.
9. AO reserves the absolute right and discretion to accept or reject any or all Bids or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without prior notice and/or without assigning any reasons in respect thereof. The decision of the AO in this regard shall be final and binding.
10. The secured assets will be open for inspection till the date of auction that is till October 12, 2021. Bidders are requested in their own interests, to take inspection of the asset put up for auction and satisfy themselves about the nature and condition of the said asset and other relevant details pertaining to the above mentioned asset before submitting their bids. Statutory/Government dues if any like property tax, sales tax, excise dues and other dues if any, should be ascertained by the bidders.
11. The Secured Assets mentioned in the Bid Document are based on the charges/mortgages created by the Borrower/Mortgagor(s)/Guarantor(s) in favour of Secured Creditors. Interested parties are requested to verify details of the Secured Assets.
12. The Secured Assets are being sold free from charges and encumbrances of Secured Creditors only.
13. The successful bidder would be required to bear all the necessary expenses like stamp duty, registration, incidental costs, expenses including sales tax and any other taxes relating to sale and transfer of Secured Assets.
14. The EARC or the AO of EARC will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or anybody in respect of the Secured Assets.
15. EARC is not aware of any known statutory liabilities relating to the Secured Assets. If any such other statutory liabilities are discovered at a subsequent stage, the same shall be solely dealt with by the Successful Bidder at his own costs and expenses.
16. The sale of the Secured Asset is subject to the terms and conditions prescribed in the SARFAESI Act and Security Interest (Enforcement) Rules, 2002 and the conditions mentioned hereinabove.
17. In case there is a discrepancy between the publications of sale notice in English and Vernacular Newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.
18. The Borrower/Guarantor(s)/Mortgagor(s) may treat this as a 15 days Sale Notice under Rule 8(6) read with Rule 9 of the Security Interest (Enforcement) Rules, 2002. The Borrower/Guarantor(s)/Mortgagor(s) are hereby given a last and final opportunity to discharge the liability in full as stated above within 15 days from the date of this notice and redeem the mortgage over the Secured Assets failing which the Secured Assets will be sold as per the terms and conditions mentioned above.
19. The borrower's, mortgagors' and guarantors' attention is invited to provisions of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.
20. For any further clarifications regarding the sale, please contact +91 74000 63640 or email at [rishabh.jhabak@edelweissfin.com](mailto:rishabh.jhabak@edelweissfin.com)

### **Other Terms & Conditions for Sale of the Secured Asset**

1. The AO exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 is selling the Secured Assets and the same is being sold free from charges and encumbrances of the Secured Creditors only. Any other liabilities including statutory liabilities if any associated with the Secured Assets shall be borne wholly by the purchaser only. Sale shall take place after expiry of 15 days from the date of publication of the sale notice.
2. Interested buyers can inspect the Secured Assets at the specified timings at their own cost, in the presence of the AO or a representative of the AO available at the site to facilitate the inspection. The interested buyers can, with prior appointment from AO, inspect the security documents regarding the charged assets at their own cost, at the AO's office in the presence of the AO or a representative of the AO.
3. On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue a certificate of sale of the Secured Asset in favor of the purchaser in terms of the Security Interest (Enforcement) Rules, 2002.
4. The possession of the Secured Asset shall be handed over to the successful Bidder on receipt of the entire purchase consideration. If for any reason, AO is not able to deliver possession of the Secured Asset, an adjustment will be made in the price as may be agreed upon in writing between the successful Bidder and AO.
5. The AO does not take any responsibility for procuring any permission, etc. or for the dues of any authority established by law. The Secured Assets are being sold free from charges and encumbrances of Secured Creditors only.
6. 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 any other relevant information before submitting the Bids. They may inspect the records relating to the mortgage available with the AO with prior appointment of AO. The AO/Secured Creditors shall not be responsible for any discrepancy or shortfall in the Secured Assets.
7. A Bidder shall be deemed to have full knowledge of the relevant documents, Secured Assets etc. whether he/she inspects or visits or not.
8. All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Mumbai alone shall have jurisdiction to entertain /adjudicate such disputes.
9. Nomination by successful bidder will be permitted up to the date of confirmation of sale.

**Sd/-  
Authorised Officer**