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**Annexure I**  
**SALE NOTICE**  
**THE JALGAON DISTRICT CENTRAL CO-OPERATIVE BANK LTD.,**  
**JALGAON**  
**HEAD OFFICE-27, RING ROAD, JALGAON 425 002**  
**MOB.NO – 9404334911, 9067334911,9975824911 Mail ID-**  
[headoffice@jdccb.com](mailto:headoffice@jdccb.com), [jdccbalkal@gmail.com](mailto:jdccbalkal@gmail.com)

**SALE NOTICE THROUGH E-AUCTION**  
**[Appendix II-A & Appendix IV-A]**  
**Proviso Rule 6(2) & 8(6)**  
**Sale of movable and immovable property of J .T. Mahajan Sahakari Sutgirmi**  
**Ltd., Yawal Tal. Yawal, Dist. Jalgaon, Maharashtra.**

**In terms of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI ACT, 2002).**

To recover the NPA Loan against the said Sutgirmi, bank has arranged E-Auction of the secured movable and immovable property of the giri which is in the possession of the bank. Auction will be conducted through MSTC LIMITED (authorized service provider of the bank) on terms and conditions as mentioned below :

**Brief Description of the Property Kept for sale :-**

Sr.No.	Particulars		Location			
1.	Factory land and Building with plant and machinery		AT & P.O., YAWAL, TAL. YAWAL, DIST. JALGAON-425301, MAHARASHTRA. Located at Yawal which is Taluka place & @ 50 K.M. from Jalgaon			
2.	(Rs. In lacs)					
Lot No.	Property	Reserve Price (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Date & Time of Inspection	Date & time of opening of bids	Outstanding as on 30/06/2022
Lot No1.	Factory Land 3.43 Hecter and Building, Plant and Machinery Composite LOT NO.-1	768.16Lakhs ( Rs Seven Crore Sixty eight Lakh Sixteen Thousand Only)	76.81 Lacs( Seventy Six Lakh Eighty One Thousand Only)	19.07.2022 To 03.08.2022 Between 11.00 am to 4.00 pm on working days	04.08.2022 & time 12.00 PM To 4.00 PM	Principal Rs. 1406.34 Lakhs + interest Rs. 3227.13 Lakhs and Further Interest From 1.7.2022 till its Realization
Lot No 2	Barren Land 11.67 Hecter	631.35 Lakhs (Rs Six Crore Thirty One Lakh Thirty Five Thousand Only)	63.13 Lakhs (Rs Sixty three Lakhs Thirteen Thousand Only)			

JDCC 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, and ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER”. THE AO / JDCC Bank/MSTC LTD does not undertake or assume any responsibility for any shortfall in movable and immovable assets, for procuring any permissions etc., or for any dues, statutory or otherwise viz., Provident Fund, Sales Tax, Central Excise, Worker’s Dues, Property Tax, Electricity Charges, Water charges or any other dues etc. of any authority established by law. Such dues if any 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. The Interested Parties may carry out their own comprehensive due diligence in respect of the property under auction including any past and future dues relating to the said Assets. The successful buyer 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. “The process of E-auction will be conducted through MSTC LTD (A Government of INDIA Enterprise) Mumbai office located at 607, Raheja Centre, 6<sup>th</sup> Floor, Nariman Point **Free press Journal Marg** 400021.

The E-Auction Number is as **MSTC / WRO /JDCC BANK Jalgaon /5/ Maharashtra /22-23/13322** For participation in the e-Auction MSTC registration is necessary, For registration process and E-auction details (rules / regulations) please contact Shri Sushil Nale (022-22883501 / 9987758430) between 10.30 AM to 5.30 P.M on working days. or may visit website [www.mstcecommerce.com](http://www.mstcecommerce.com). & [www.jdccb.com](http://www.jdccb.com).

Authorized Officer, JDCC Bank or service provider MSTC LTD. will not be responsible for any interruption like non-availability of internet, power supply or any technical problem relating to the process of Auction. The JDCC Bank reserves the right to accept / reject any/or all the bids without assigning any reasons.

### **STATUTORY NOTICE UNDER SARFAESI ACT 2002**

The Borrower/Guarantors are hereby noticed to pay the total outstanding dues before the starting of the actual process of E-Auction, failing which the secured assets will be auctioned and the balance if any will be recovered with interest and cost from you.

**DATE : 18/07/2022**

**PLACE : JALGAON**

**Sign/-  
(A.R.Tondapurkar)  
AUTHORIZED OFFICER,  
The Jalgaon Dist.Central Coop. Bank Ltd.,  
Jalgaon.**

**Annexure II**  
**POSSESSION NOTICE**

THE JALGAON DISTRICT CENTRAL CO - OP. BANK LTD., JALGAON.  
Head Office : 27, Ring Road, Jalgaon. 425002  
MOB.NO – 9404334911, 9067334911,9975824911 Mail ID- [headoffice@jdccbank.com](mailto:headoffice@jdccbank.com), [jdccbankjal@gmail.com](mailto:jdccbankjal@gmail.com)

**POSSESSION NOTICE FOR THE TAKEOVER OF ASSETS**

Whereas the undersigned being the Authorised Officer of The Jalgaon District Central Co-Operative Bank Ltd., Jalgaon, 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 on dated 13/10/2005 to J.T. Mahajan Sahakari Sutgirani Ltd., Yawal, Tal. Yawal Dist. Jalgaon.

Accordingly the possession of secured Asset was taken by the AO of bank on 14/07/2009 by exercising the powers conferred on him under section 13(4) read with Rule 8 of the said SARFAEST ACT 2002.

The Notice to that effect was published in Sakal on 14-07-2009.

**(A.R.Tondapurkar)**  
**AUTHORISED OFFICER**  
**THE J.D.C.C.BANK LTD., JALGAON**

**Annexure III**  
**INTRODUCTION**

**The Jalgaon District Central Co-Operative Bank Ltd.**, Jalgaon in the State of Maharashtra (JDCCB), issued a demand notice dated 13/10/2005 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 J.T. Mahajan Sahakari Sutgirani Ltd., Yawal, Tal. Yawal Dist. Jalgaon. Maharashtra, to repay within 60 days from the date of said notice, the amount mentioned therein being Rs. 2168.91/- Lakhs (Rupees Twenty One Crore Sixty Eight Lakh Ninety One thousand only) as on 31/08/2005 together with further interest and other expenses and costs thereon at contractual rates upon the footing of compound interest until payment/ realisation.

Authorised officer (AO) of The JDCCB has taken over the management and possession of assets of the unit on 14/07/2009 which are mortgaged/hypothecated by the Borrower for securing the loans availed from The Jalgaon District Central Co-Operative Bank Ltd., Jalgaon as indicated in the Bid document, after complying with the procedure in the presence of witnesses/Panchs, besides other officials of JDCC Bank. 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.

The list of secured assets being put for sale is mentioned in Annexure IV, V & VI

**Sign/-**  
**(A.R.Tondapurkar)**  
**AUTHORIZED OFFICER,**  
**The Jalgaon Dist.Central Coop. Bank Ltd.,**  
Jalgaon

**Annexure IV**  
**DETAILS OF SECURED ASSETS**  
**IMMOVABLE ASSETS/PROPERTIES**

J.T. Mahajan Sahakari Sutgirani Ltd., Yawal, Tal. Yawal Dist. Jalgaon.

Maharashtra

The brief description of the properties mortgaged and put for sale is as under:

**1) Land put for sale in lot no. 1**

Sr. No.	Gut No.	Area of Land (Sq.Mt.)	Adjacent Details	
1.	Gat No. 2130	9878	East	Gat No.2134
2.	Gat No. 2131	9885	West	Nala
3	Gat No. 2132	14565	South	Gat No.2131
	Total	34328	North	Gat No. 2128,2129

**2) Land put for sale in lot no.2**

Sr. No.	Gut No.	Area of Land (H.R.)	Adjacent Details	
1.	Gat No. 2126	1.01	East	Gat No. 2133,2134
2.	Gat No. 2128	1.92	West	Nala
3	Gat No. 2130	2.60	South	Gat No. 2182,2183
4	Gat No. 2131	3.20	North	Gat No. 2123,2125, 2127
5	Gat No. 2132	2.94		
	Total	11.67		

**Sign/-**  
**(A.R.Tondapurkar)**  
**AUTHORIZED OFFICER,**  
**The Jalgaon Dist.Central Coop. Bank Ltd.,**  
 Jalgaon

## Annexure V

### The Civil Structures:

#### BUILDING DETAILS

Sr. No.	Description	Area in Sq. Mt.
1.	Weighing Bridge Cabin (RCC )	19.90
2.	Security Cabin (RCC)	14.49
3.	Baling Press Shed (G.I. Sheet)	42.88
4.	Ginning Shed (G.I. Sheet)	198.55
5.	Waste Cotton Godown (G.I. Sheet)	148.32
6.	Front Side RCC Building (Godown No. 1.)	651.00
7.	Main Factory Building (A.C. Sheet)	7272.6
8.	Finish Material Godown No. 2 (RCC) Back Side	651.00
9.	Electric Room (Near Godown No. 1 G.I. Sheet)	15.81
10.	Humidification Plant RCC (G+1, Workshop, Asst. Electric Engineer, Production Manager, Toilet, etc.)	2021.4
11.	Time Keeper Office (RCC)	169.00
12.	Ginning Shed (Without Plaster G.I. Sheet)	214.5
13.	Pump House Shed (G.I. Sheet)	21.66
14.	Electric Meter Room (RCC) Opp. Godown No. 2	15.21
15.	Air Compressor Shed (AC Sheet)	84.8
16.	Ducting Room (RCC)	29.00
17.	Old Canteen Shed (All sides AC Sheet) Near Main Gate	13.73
18.	Motor Cycle & Cycle Stand (G.I. Sheet)	85.00
19.	Union Office (G.I. Sheet)	23.45
20.	All Sides G.I. Sheet Quarter	23.45
21.	Temporary Quarters (G.I. Sheet)	133.2
22.	All Sides G.I. Sheet Quarters	29.44
23.	Quarters 17 Nos. (G.I. Sheet)	206.00
24.	Office Building (RCC)	2203.00
25.	Amenities, (Overhead Water Tanks Cap. 5.00 Lack Liter, Compound Wall in Brick Masonry and Gate, Barbed Wire Fencing, Internal W.B.M. Road, Transformer Yard Foundation, Water Supply Pipe line, Well & Pumps)	---

**Sign/-**

**(A.R.Tondapurkar)**

**AUTHORIZED OFFICER,**

**The Jalgaon Dist.Central Coop. Bank Ltd.,**

Jalgaon

## Annexure VI

## DETAILS OF SECURED ASSETS -MOVABLE ASSETS AND MACHINERY

Sr.No.	MACHINE
1.	<p>Two Line Blow Room Line Machinery:            Make : Lakshmi Rieter            Mfg. year–Line No. 1992 &amp; Line No. 2 -1995            It consist of following machinery:            Super Bell Opener, Conveyor Belt, Step Cleaner, Intensive Cleaner, Intensive Blender, Distributors, Fine Opener, Transport Fan, Filter Plant &amp; Central Panel</p> <ul style="list-style-type: none"> <li>• M.B.O. – B ¾ - 2 Nos.</li> <li>• Mono Cylinder –B/4- 2 Nos.</li> <li>• Unimax –B 3/7 - 2 Nos.</li> <li>• ERM –B 5/5 - 1 No.</li> <li>• ERM- LB5/5- 1 No.</li> <li>• Flock Feeder –A7/2 –1 No.</li> <li>• Condenser –A2- 7 Nos.</li> </ul>
2.	<p>Carding Machinery :            Make : Lakshmi Rieter            Suitable for coiler 24" x 42"            Cans and control panel.            Mfg. year:1991-92 – 8 Nos.            1995 – 5 Nos.            Motor :3 HP            Total Qty. :13 Nos.</p>
3.	<p>Draw Frame Machinery :            Make :- Lakshmi Rieter            720" Draw Frame with Auto Can Changer Can Size- 241" x 42"            Mfg. year : 1991-95            1B,1F-1991 &amp; 2B,2F,3B-1995            Total Qty.: 5 Nos.</p>
4.	<p>Speed Frame Machinery :            Make : Lakshmi Rieter            FL16 with 4 Rollers 120 per Spindle Semi Automatic D System and Control Pale            120 spindle cap.            Mfg. Year : 1992 &amp; 1995            Speed Frame LF 1400- 3 Nos.-1992            Speed Frame LF-1400A- 4 Nos.1995            Total Qty.: 7 Nos.</p>
5.	<p>Ring Frame Machinery :            Make : Lakshmi Rieter            912 spindle Per Machine.            Mfg. year: 1991-1992 &amp; 1994-95            Ring Frame G-5/1- 9 Nos. 1991-92            Ring Frame LG 5/1- 15 Nos. 1994-95            Total Spindles 21888            Total Qty.: 24 Nos.</p>
6.	<p>Cone Winding Machinery:            Make : Texraj &amp; RJK            Mfg. year : 1992-94            L Model Auto Coner with overhead cleaner etc.            Qty.: 7 Nos.</p>
7.	<p>Reeling Machine Double Sided with Indi dual Drive            Make : Venkatpathy Foundry, Coimbatore            Mfg Year: 1994-95</p>



	Total Qty. 6 Nos.
8.	Licker in Mounting Machine Make: Perfect Equipments Mfg. Year : 1994 Qty. 1 No.
9.	Cot Buffing Machine Make: Sabar Machine Qty. 1 No.
10.	Cot Mounting Machine Make: Sabar Machine Qty. 1 No.
11.	Baling Press Machine : Mfg. Year : 1992 Qty.: 1 No.
12.	Bundling Press : Mfg. year : 1992 Qty.: 1 No.
13.	Lab Equipments : Yarn testing equipments, Electronic weighing scales, etc.
14.	Workshop Machinery <ul style="list-style-type: none"> <li>• Bench Grinder -0.75 HP -1 No.</li> <li>• Drill Machine, Make- KM Panchal-1 No.</li> <li>• Boring Machine, Make – Raj Machine Tools -1 No.</li> <li>• Welding Machine -1 No.</li> <li>• Chain Pulley Blocks, 5 Ton &amp; 1 Ton Capacity- 2 Nos.</li> <li>• Tools &amp; Equipments etc.</li> </ul>
15.	Ginning Machinery (DR) Make- Jadhao Deluxe DR Conveyor for cotton seeds and other Ginning Machinery Total Qty. 24 Nos.
16.	Electrical Transformer : Make : Crompton Greaves Cap.: 1000 KVA Year – 1991-92 Qty. 2 Nos.
17.	Air Compressor Make : ELGI , Year : 1991-92 Qty. 3 Nos.
18.	Air Compressor -1 No.
19.	Weighing Scale Cap. 200 Kg & 100 Kg - 3 Nos.
20.	Humidification plant and machinery Make : Humidification Season Control Qty. 8 No.
21.	Weigh Bridge : Make : Every Cap.: 30 M.T. Qty. 1 No.
22.	Fire Hydrant System : With pump, pipeline, Hoses, Fire Extinguishers at all locations.
23.	Stores and spares material Card Cans Drawing Cans, Speed Frame Tubes, Ring Frame Tubes Qty. Lot
24.	Furniture, Fixtures and Fittings in Office and Different Section of Plant etc. Steel Almerahs, Coolers Cabin Partitions, Other Dead Stock.
25.	Electrification Entire Plant Cabling, Street Lightings, Control Panels, all section O.C.B. Capacitors, MCCB, Metering Unit, H.T. L.T. Cables, Transformers Post etc.
26.	Vehicle : Motor Cycle, MH-19 F 4430

**Sign/-**  
**(A.R.Tondapurkar)**  
**AUTHORIZED OFFICER,**  
**The Jalgaon Dist. Central Coop. Bank Ltd.,**  
Jalgaon

**Annexure VII****OUTSTANDING DUES OF THE SECURED CREDITORS**

As per SARFAESI Act, **DCCB is defined as secured creditor.** Its total outstanding as on **30/06/2022** is given as under. The said loan is NPA.

Name of Secured Creditor	Outstanding dues on 30/06/2022
The Jalgaon District Central Co-operative Bank Ltd, Jalgaon	Principal Rs. 1406.34 Lakhs + interest Rs. 3227.13 Lakhs and further interest from 01/07/2022 till its realization

The Known Dues As Per The Knowledge of Authorized Officer Are As Follows .

(Rs in Lakhs)

Government dues	764.96	
Margin Money	80.00	
Government dues	2.88	
	847.84	847.84
Member Capital share	101.39	101.39
Labour Dues	20.04	20.04
Deposit	49.58	
Interest	99.32	
	148.90	148.90
Other Labilities	528.82	528.82
		1646.99
Bank Loan	1296.77	
Interest	1993.27	
	3290.04	3290.04
<b>Total Labilities</b>		<b>4937.03</b>

The Bidder Should Conduct Latest dues Diligence at their own cost.

Sign/-

(A.R.Tondapurkar)

**AUTHORIZED OFFICER,**

**The Jalgaon Dist.Central Coop. Bank Ltd.,**

Jalgaon

**Annexure VIII**

**TERMS AND CONDITIONS**

1)	The <b>JDCC BANK</b> 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 above of the Bid Document (hereinafter referred to as “the Secured Assets”) and the same are being sold by the Secured Creditors as mentioned at above of the Bid Document.														
2)	<p><b>Reserve Price:</b> The Reserve Price for the sale of the secured assets is as detailed below.</p> <table border="1"> <thead> <tr> <th>Lot No</th> <th>Description</th> <th>Reserve Price</th> <th>(EMD)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Factory Land 3.43 Hector Building Plant &amp; Machinery</td> <td><b>768.16 Lakhs</b></td> <td><b>76.81 Lakhs</b></td> </tr> <tr> <td>2</td> <td>Barren Land 11.67 Hector</td> <td><b>631.35 Lakhs</b></td> <td><b>63.13 Lakhs</b></td> </tr> </tbody> </table>			Lot No	Description	Reserve Price	(EMD)	1	Factory Land 3.43 Hector Building Plant & Machinery	<b>768.16 Lakhs</b>	<b>76.81 Lakhs</b>	2	Barren Land 11.67 Hector	<b>631.35 Lakhs</b>	<b>63.13 Lakhs</b>
Lot No	Description	Reserve Price	(EMD)												
1	Factory Land 3.43 Hector Building Plant & Machinery	<b>768.16 Lakhs</b>	<b>76.81 Lakhs</b>												
2	Barren Land 11.67 Hector	<b>631.35 Lakhs</b>	<b>63.13 Lakhs</b>												
3)	The Bank intends to sell the assets detailed above as “ <b>AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDETAKEING OR REPRESENTATION OF ANY KIND WHATSOEVER</b> ”. The JDCC BANK does not take or assume any responsibility for any shortfall of the movable, for procuring any permissions etc., or for any dues, statutory or otherwise viz. Provident Fund, Sales Tax, Central Excise, Worker’s Dues. Property Tax. Electricity charges, Water Charges, etc., of any authority established by law. Such dues if any, will have to be borne/paid by the purchaser. The encumbrances marked in 7/12 Extracts needs to be borne/paid by the Purchaser whatever is applicable as per law. All the statutory dues/encumbrances shall be borne/paid by the Bidder.														
04)	<p><b>Inspection of Assets:</b> The interested parties may inspect the assets at their own cost between 11 a.m. to 4 p.m. on the assigned date i.e. 19/07/2022 to 03/08/2022 in the presence of representative of the JDCC BANK Mr.Narendra Onkar Mahajan Mob.No. 9764032721 available at the site to facilitate the inspection. The prospective Bidders should produce Buyers Identity Card issued by MSTC LTD at the time of Inspection</p>														
05)	<p><b>Due Diligence by the Bidders:</b> 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>														
06)	The bidders shall be deemed to have inspected and approved the Secured Assets to their entire satisfaction and for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of land and any other details of assets put for sale and any other relevant information before auction. It shall be presumed that the bidder has satisfied himself/herself/themselves about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries of the assets/properties and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him/her/themselves notwithstanding any discrepancy or variations, by comparison of the description in the particulars of the assets/properties and their conditions.														
07)	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.
08)	<b>Submission of Bid/Offer:</b> The interested bidders will have to submit prebid EMD as mentioned in special terms & conditions through link Pay pre bid EMD available in buyer's login. The Bidder has to quote the offer price in figures on MSTC's Portal i.e. <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> by logging by his user id on the particular Auction and lot No during the Auction Scheduled date and time. The Bidder can bid either of the lot or both the lots , accordingly successful bidder has to pay the EMD and other amounts as mention in the payment terms and conditions.
9)	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 Documents.
10)	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.
11)	<b>Validity of Offer:</b> The validity of offer shall be 60 days from the Acceptance of Lot.
12)	<b>Payment of Sale price:</b> The successful bidder would be informed in writing about the acceptance of his/her/their bid/offer by the AO/ MSTC. 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/ MSTC in respect of the sale along with Rs 25000/- as miscellaneous document charges, failing which the EMD shall be forfeited .The balance 75% of the sale price along with other duties/taxes and additional MSTC service charge of 2.5% of sale value along with applicable GST is payable on or before 30 days of confirmation/acceptance of the sale by the AO/MSTC. In case of failure to deposit this balance amount within the prescribed period, the amount deposited shall be forfeited. All amounts mentioned above in respect of sale except MSTC service charge to be paid to MSTC through link e-payment available in buyers login must be timely deposited to Jalgaon Dist. Central Co-op. Bank by NEFT / RTGS in the A/c No. 8120531000000199 IFSC Coad ICIC00JDCCB Name PRADHIKRUT ADHIKARI J T MAHAJAN SAHAKARI SUTGIRNI LTD YAWAL.
13	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 13% p.a., on the balance amount. The Bank reserves the right to allow extension of time for balance 75% of the sale price. The extension will be limited maximum of One months after the expiry of 30 days period. However the further extension of period for payment of 75% amount will be the sole and absolute discretion of the board of directors of the bank.
14)	The defaulting successful bidder shall forfeit all his claims to the assets or to any part of the sum for which it may be subsequently sold.
15)	On confirmation of sale and if the terms of payment have been complied with, the AO of JDCC BANK exercising the power of sale shall issue Certificate of Sale for the movable & immovable property in favour of the successful bidder as per the format provided in the Security Interest (Enforcement) Rules, 2002.
16)	The successful Bidder shall, after making full payment of sale price within 30 days or extended period of acceptance of bid/offer 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 of JDCC Bank, the Bank 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.
17)	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 JDCC Bank 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.
18)	The JDCC Bank 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 JDCCB shall not be liable for any failure or delay in performance due to any cause beyond their control.
19)	The entire procedure of E-Auction, shall be at the sole and absolute discretion of the JDCC Bank/ MSTC Ltd and the intending bidders shall have no right whatsoever to object to the same.
20)	The JDCC Bank reserves the right and liberty to accept /reject any or all of the Bids/Offer and also reserves the right to cancel the entire sale process without assigning any reason. 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 JDCC BANK as its sole and absolute discretion, reserves the right to go for re-tendering or sell the assets by way of the modes as prescribed in the SARFAESI Act and the bidders shall have no right to object to the same.
21)	In the event of the said sale in favour of the Bidder not being confirmed by JDCC Bank, otherwise than on account of the willful default of the bidder or if the sale is set aside by an order of the Court/Tribunal, then in that event the sale shall be void and the bidder shall, in that event be entitled only to receive back his/her/their Earnest Money Deposit (EMD) or purchase money as the case may be, but without interest and the bidder shall not be entitled to be paid his/her/their costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her/themselves.
22)	Notwithstanding anything stated elsewhere in this Bid Document, the JDCC Bank reserves the right to call off the sale process at any point of time without assigning any reasons.
23)	<b>Jurisdiction:</b> All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Jalgaon (Maharashtra) alone shall have jurisdiction to entertain/adjudicate such disputes.

(A.R.Tondapurkar)  
AUTHORISED OFFICER  
The Jalgaon D.C.C. Bank Ltd., Jalgaon

#### Annexure IX

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

(This appendix forms part of Bid)

**To**  
**Authorised Officer,**  
**The Jalgaon District Central Co-operative Bank Ltd.,**  
**Jalgaon,**  
**Head Office, 27, Ring Road,**  
**JALGAON : 425 002**

**Sir,**

SALE OF SECURED assets of J.T. Mahajan Sahakari Sutgirani Ltd., Yawal, Tal. Yawal Dist. Jalgaon. Maharashtra

Having fully examined and understood the terms and conditions of the Bid 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 Bid/Offer Document.

I/We, agree if any of the statement/information revealed by me/us is found incorrect, my/our offer is liable to be cancelled and in such case Earnest Money Deposit (EMD) paid by me/us is liable to be forfeited by the Bank and Bank is at liberty to annul the offer made to me/us at any point of time.

I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for due observance and performance of the terms and conditions of the Bid/Offer and acquire the Secured Assets/Property. If I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.

I/We further understand that, if my/our Bid/Offer is accepted, if I/we fail to deposit the balance amount of 75% of the bid value and MSTC service charge of 2.5% with applicable GST of the bid value (after having paid 25% of the sale consideration along with Rs 25000/- as miscellaneous document charges) by the stipulated date, the said amount of 25% of the sale consideration (including Earnest Money Deposit) or any further amount/s paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Bid Document.

I/We further understand that if my/our Bid/offer is accepted, after making full payment of the sale price within 30 days of acceptance of bid/offer I/We, understand that once the Sale Certificate is issued by the MSTC Ltd/ JDCC Bank., the MSTC Ltd/ JDCC Bank shall not be held responsible for security and safe-keeping of the secured assets. I/We further understands that in the events I/We fail to take possession of the secured assets as stated above, the JDCC Bank 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 claim on the secured assets or to any amount/s for which it may be subsequently sold.

I/We clearly understand and accept that the AO/JDCC Bank/ MSTC Ltd or the Secured creditors do not take or assume any responsibility for any dues, statutory or otherwise, of upon **J.T. Mahajan Sahakari Sutgirani Ltd., Yawal, Tal. Yawal Dist. Jalgaon.** 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.

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 JDCC Bank goes for re-Auctioning or sell the assets by any of the modes as prescribed in the SARFAESI Act.

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.

I/we have remitted EMD of Rs. 83.98 Lakh for lot no.1 and or Rs 66.64 Lakhs for lot no.2 to MSTC Ltd. Mumbai.

I/We understand that the EMD or the other amounts paid to you will not carry any interest.

I/We understand that the Bid/Offer should be un conditional and Bid/Offer having conditions contrary to the terms and conditions of the Bid/Offer document can be summarily rejected.

Dated ----- day of ----- 2022.

Seal and Signature ----- in the capacity of ----- duly authorized to sign the Bid/Offer for and on behalf of -----.

Name and Address of the Bidder/Offer

(IN BLOCK CAPITALS)

WITNESS:

Name : & Address:

Occupation:

**Profile**

1.	Name of the bidder	
2.	Brief Particulars of the business	
3.	Correspondence Address in full with PIN Code No.	
	Telephone No. with STD Code	
	Fax Nos.	
	E-mail ID	
	Web site address if any	
	Registered Address of Unit.	
4.	Date of Incorporation	
5.	Constitution of Entity (Company/Co-operative Society/Firm/Proprietorship)	
6.	Document in evidence of constitution of the entity.(Self attested)	
7.	Name of the Chairman	
8.	Name of the Managing Directors/Partners/Proprietor	
9.	Board of the Directors(Names & Addresses)	
10.	Income Tax and Pan Card No.	
11.	Date of last Income tax Return	
12.	Name and Address of Bankers	
13.	Particular of payment EMD (Receipt no. of RTGS transaction)	

**Note:** If any information furnished by the bidder is found incorrect at the later stage, the bidder shall be liable to be debarred and the amount will forfeited. JDCC Bank reserves right to verify the particulars furnished by the tenderer independently.

Place:

Date:

**Signature:**

**Name of the Authorized 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.

**CERTIFICATE OF SALE**

[ As per Appendix III & Appendix V ] Rule 7(2) & Rule 9(6)

The Jalgaon District Central Co-operative Bank Ltd., Jalgaon, under The Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of the powers conferred under sub-Section 13 read with Rule 12 of the Security Interest (Enforcement) Rule, 2002 has in consideration of the payment of movable & immovable property of Rs.....(Rupees.....) sold on behalf of The Jalgaon District Central Co-op. Bank Ltd., in favour of ..... (Purchaser), the following movable & immovable property secured in favour of The Jalgaon District Central Co-operative Bank Ltd., by SALE OF the said assets of **J.T. Mahajan Sahakari Sutgirani Ltd., Yawal, Tal. Yawal Dist. Jalgaon.** ,towards the financial facility offered by the Jalgaon District Central Co-operative Bank Ltd., of **Rs.\_\_\_\_\_ lacs** and interest thereon. The undersigned acknowledged the receipt of the sale price of movable & immovable property of Rs..... (Rupees..... Only) in full and handed over the delivery and possession of movable & immovable property as per the terms and conditions of tender description of the property.

Since we have received full payment for sale of the said property and as the Purchaser has accepted all the encumbrances presently thereon 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.

Annexure XII  
**DEED OF UNDERTAKING CUM INDEMNITY**

(On Stamp paper/Frinking of Rs.500/-)

(This forms part of the terms and conditions of invitation and sale)

This DEED OF INDEMNITY executed at ..... On this ..... day of .....By :------(Hereinafter referred to as “the purchaser”, which expression shall include

Its successors and assigns)

In favour of:

**The Jalgaon District Central Co-operative Bank Ltd.**, Jalgaon, having its registered head office at 27, Ring Road, Jalgaon: 425 002, which is hereinafter referred to as the “JDCC 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 M/s. **J.T. Mahajan Sahakari Sutgirani Ltd., Yawal, Tal. Yawal Dist. Jalgaon.** , a Co-operative based unit registered under The Maharashtra State Co-operative Societies Act,1960 having its Registered Office at AT & P.O., Yawal, TAL.: Yawal, DIST.: JALGAON:-----, MAHARASHTRA (Borrower”)

- A. Whereas JDCC Bank has pursuant to the measures taken under Section 13(4) of the Securitization Act taken possession of the Asset of the Borrower being M/s **J.T. MAHAJAN SHAKARI SOOT GIRNI LIMITED YAWAL.**
- B. Whereas the Authorized Officer confirmed offer on behalf of JDCC Bank in favour of ----- and subject to terms and condition contained in the 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 not implied obligation on the part of JDCC Bank or the secured creditors and it shall be solely the obligations of the Successful bidder, at his/her/their cost, to do all acts, things and deeds whatsoever for the completion of the sale including the payment of dues, if any, to get the assets transferred in the name of the Successful bidder.”

- D. Whereas the sale certificate further state that ‘the said assets are being sold on **“AS IS WHERE IS , AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER”**. Further, JDCC bank does not accept/undertaken any responsibility for, nor shall be sale precedes be subject to any pending./outstanding statutory dues and any other dues such as water/electricity/service charges, transfer fees, dues of the Muncipal 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 Asssets are being sold with all known and unknown encumbrances. Further, all liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, in respect of the Secured Assets and if payable in law/attachable to the Secured Assets/sale proceeds by reason of the proposed sale of the Secured Assets, shall be the sole responsibility and to the account of the Purchaser. In pursuance thereof ,the Purchaser indemnifies JDCC bank to save harmless JDCC bank from any and all liability incurred by JDCC Bank on account of any suits, claims, (including any expenses incurred by JDCC bank for the enforcement of this indemnity) which JDCC 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”.

JDCC Bank has accepted the offer upon execution of the following indemnity.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

In consideration of the properties, the Purchaser viz. ----- and their successors, nominees, heirs as stated above hereby unconditionally, absolutely and irrevocably agree to indemnify and keep JDCC Bank indemnified and save harmless, against any and all losses, damages liabilities, Suits, claims, counterclaims, actions, penalties expenses (including attorney's fees and court costs and any expenses incurred by JDCC Bank for the enforcement of this indemnify), which JDCC Bank shall suffer as a result of any failure on the part of the Purchaser to meet and clear any such liabilities, encumbrances and dues as mentioned in the recital's above more specifically C,D or any claim made by any person, entity, firm, in respect of such liabilities, encumbrances and dues as mentioned above.

And it is declared that this indemnity is without prejudice to and is addition to any other rights of JDCC Bank.

IN WITNESS where of the Purchaser has put their hands the day and year first hereinabove written.

Signed and delivered by:

Purchaser:

Address:

Place:

Date: