

THE JALGAON DISTRICT CENTRAL CO-OP.BANKLTD.,JALGAON

HEADOFFICE:

27,RING ROAD,JALGAON:425002.

TENDER FOR THE SALE OFASSETSOFF

MADHUKARSAHKARISAKHAR KARKHANALTD.,

ATP.O.,JIVRAM NAGAR, NHAVIMARG,FAIZPUR TAL.YAWALDIST.:JALGAON,MAHARASHTRA

**UNDER SECURITISATION AND
RECONSTRUCTION OF FINANCIAL ASSETS
AND ENFORCEMENT OF
SECURITY INTEREST ACT,2002**

AND

SECURITY INTEREST (ENFORCEMENT) RULES,2002

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Annexure- I
SALENOTICE

THE JALGAON DISTRICT CENTRAL CO-OP. BANK LTD., JALGAON.

HEADOFFICE:27,RINGROAD,JALGAON:425002Tel.9404334911,9067334911,7058034911Mail-headoffice@jdccb.com,

SALE NOTICE THROUGH E-AUCTION

[APPENDIX II-A&APPENDIX IV - A]

[Proviso to Rule 6(2) and Rule 8(6)]

**SALE NOTICE FOR SALE OF MOVABLE AND IMMOVEABLE PROPERTIES OF MADHUKAR S.S.K.LTD., FAIZPUR,
TAL. YAWAL, DIST. JALGAON (M.S.) THROUGH E-AUCTION**

E-Auction Sale Notice for Sale of Movable and Immovable Assets of Madhukar Sahakari Sakhar Karkhana Ltd. under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with provision to Rule 6(2) and Rule 8(6) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to public in general & in particular to the Madhukar Sahakari Sakhar Karkhana Ltd. that the below described immovable property mortgaged / charged / pledged / hypothecated to the Jalgaon District Co-Operative Bank Ltd. and the below described movable property hypothecated / pledged / charged to the Jalgaon District Co-Operative Bank Ltd., the physical possession of which has been taken by the Authorised Officer of The Jalgaon District Central Co-operative Bank Ltd., Jalgaon will be sold in its existing physical state on 24/08/2022 for recovery of Principal of Rs.5554.56 lakh and interest outstanding of Rs. 513.05 lakh as on 30/06/2022 and the interest thereon from the date of 01/07/2022 till its realization due to the Secured Creditor i.e. The Jalgaon District Central Co-operative Bank Ltd., Jalgaon from Madhukar Sahakari Sakhar Karkhana Ltd., Jivramnagar, Faizpur, Taluka: Yawal, District: Jalgaon, 425524. The Reserve price will be Rs.6295.12 lakh (Rupees Sixty-two crore ninety-five lakh twelve thousand Only) and the amount of Earnest Money Deposit will be Rs. 630lakhs (Rupees Six crore thirty lakh Only)

Brief Description of the Properties:

(A)

Sr. No	Particulars	Area in H.R	Location of the Property
1	Sugar factory land and building, plant & Machinery having capacity of 2500 TCD with distillery of 30 KLPD	27.19	Factory is located at 45 Km from Jalgaon and 15 km from Yawal adjacent to state highway At & P.O. Jivram Nagar, Nhavi Marg Faizpur TAL. Yawal DIST.: Jalgaon, MAHARASHTRA

(B)

Lot No.	Property under E-auction	Reserve Price	Earnest Money Deposit	Date & Time of Inspection	Date & Time of E-auction	Outstanding as on 30/06/2022
1	Sugar Factory land and building ,plant & machinery having capacity of 2500 TCD with Distillery (30 KLPD)	Rs.6295.12 Lakh	Rs.630.00 Lakh	From 19/07/2022 To 23/08/2022 On working days between 11 a.m. to 4p.m.	24/08/2022 between 12 to 4 PM Noon	Principle Amount Rs.5554.56 Lakhs interest amount Rs. 513.05 Lakhs and Further interest from 01/07/2022 till its realization.

The JDCC Bank intends to sale the assets detailed above on **“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 does not take or assume any responsibility for any shortfall of the movable/immovable assets, for procuring any permission etc., or for any dues, statutory or otherwise of any nature. Such dues if any will have to be borne /paid by the purchaser. The encumbrances existing on 7/12 Extracts or revenue record 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 expenses like stamp duty, registration expenses etc. for the sale / transfer of secured assets.

“The process of E-auction will be conducted through MSTC LTD authorized service provider of the bank (A Government of INDIA Enterprise) Mumbai office located at 607, Raheja Centre, 6th Floor, Nariman Point, Free Press Journal Marg, 400021. The E-Auction Number is **MSTC / WRO / JDCC BANK Jalgaon / 7/ Maharashtra / 22-23/13512** For participation in the e-Auction MSTC registration is necessary, For registration process and E-auction details please contact between 10.30 am to 5.30 pm. on working days Shri Sushil Nale (022-22883501/9987758430) or may visit website www.mstcecommerce.com & www.jdccb.com .

AO, 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 .In case, all the bids are rejected, JDCC Bank reserves the right to sell / lease the assets by any of the modes as prescribed under the provisions of SARFAESI Act, 2002.

The Successful Bidder shall run the Sugar Factory and Distillery Unit at the same place where it is located. Interested Bidder shall pay EMD as mentioned above i.e. Rs.630 Lakhs (Rupees Six crore thirty lakhs Only) for participation in the process of E-auction as mentioned in special terms & condition through link pay pre bid EMD available in buyer’s login.

STATUTORY 30 DAYS SALE NOTICE UNDER SARFAESI ACT,2002

The Borrower/Guarantors are here by noticed to pay the total outstanding dues before the opening of bid falling which the secured assets will be auctioned and balance if any will be recovered with interest and cost from you.

Date: 18/07/2022

Place: Jalgaon

(A.R. Tondapurkar)

AUTHORISED OFFER

The Jalgaon District Central Co-operative 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, jdccbankjal@gmail.com

POSSESSION NOTICE FOR THE TAKEOVER OF ASSETS

Whereas the undersigned being the Authorised Officer of TheJalgaon 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 3 of the Security Interest (Enforcement) Rules, 2002 issued statutory demand notice on dated 16/02/2022 to Madhukar Sahakari Sakhar karkhana Ltd, Nahvimarg, FaizpurTal. Yawal Dist. Jalgaon.

Accordingly the possession of secured Asset was taken by the AO of bank on 25/04/2022 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 & Lokmat times on 13/04/2022.

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

Annexure III

INTRODUCTION

The Jalgaon District Central Co-operative Bank Ltd., Jalgaon, [hereinafter for the sake of brevity and convenience be referred to and called as “JDCC Bank”] in the State of Maharashtra, issued a Statutory Demand notice dated 16/02/2022 under section 13(2) of the Securitization and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 (hereinafter referred to as “the SARFAESI Act”)

calling upon **MADHUKARSAHKARISAKHARKARKHANALTD.,** situated at **ATP.O., NHAVIMARG, FAIZPUR TALUKA: YAWAL DISTRICT: JALGAON, MAHARASHTRA,** to repay within 60 days from the date of said notice, the amount mentioned therein being Rs. 5696.98 Lakh (Rupees Fifty-six Crore Ninety-Six lakh ninety-eight Thousand only) and further interest and other expenses and costs there on at contractual rates upon the footing of compound interest until payment/realization.

Authorized officer of JDCC Bank [Hereinafter for the sake of brevity and convenience be referred to and called as AO] has taken possession of the assets on 25/04/2022 which are mortgaged/hypothecated by the Borrower for securing the loans availed from The JDCC Bank as indicated in the present Tender Document, after complying with the procedure in the presence of witnesses/Panchs, besides other officials of JDCC Bank. The AO, after taking possession of the assets caused the inventory of the assets to be prepared. The AO published the Possession Notice in two newspapers i.e. Lokmat Times (English Edition) and Sakal Newspaper (in Vernacular) as required under the SARFAESI Act. The AO has also engaged the services of security to protect and guard the secured assets. The AO has also got the assets valued after taking possession as required under the SARFAESI Act.

The list of secured assets being put for sale is mentioned in Annexure IV and V and VI hereunder.

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

Annexure- IV

DETAILS OF SECURED ASSETS

DESCRIPTION OF THE IMMOALBE POOPERTIES

(Secured Assets) as mentioned in mortgage deed.

All that part & parcel of the properties consisting of

Land:- Non-Agri Land

Sr.No.	Shivar	Gat No.	AreaH.R.
1	Nhavi Pra.Yawal	1458	0.71
2	NhaviPra.Yawal	1459	0.50
3	NhaviPra.Yawal	1460	1.22
4	NhaviPra.Yawal	1461	0.38
5	NhaviPra.Yawal	1470	0.30
6	NhaviPra.Yawal	1471	0.40
7	NhaviPra.Yawal	1472	0.12
8	NhaviPra.Yawal	1473	0.22
9	NhaviPra.Yawal	1474	0.39
10	NhaviPra.Yawal	1475	0.20
11	NhaviPra.Yawal	1478	0.42
12	NhaviPra.Yawal	1479	0.38
13	NhaviPra.Yawal	1480	0.38
14	NhaviPra.Yawal	1481	0.41
15	NhaviPra.Yawal	1482	0.38
16	NhaviPra.Yawal	1483	0.38
17	NhaviPra.Yawal	1484	0.38
18	NhaviPra.Yawal	1485	0.10
19	NhaviPra.Yawal	1486	0.07
20	NhaviPra.Yawal	1487	0.49
21	NhaviPra.Yawal	1488	0.68
22	NhaviPra.Yawal	1489	0.89
23	NhaviPra.Yawal	1490	0.38
24	NhaviPra. Yawal	1491	1.62
25	NhaviPra.Yawal	1492	1.27
26	NhaviPra.Yawal	1493	0.28
27	NhaviPra.Yawal	1494	0.38
28	NhaviPra.Yawal	1476A	0.23
29	NhaviPra.Yawal	1495	6.08
	TOTAL		19.64

Land:-Agri Land&BarrenLand

Sr.No.	Shivar	Gat No.	AreaH.R.
1	NhaviPra.Yawal	1462	0.24
2	NhaviPra.Yawal	1463	0.42
3	NhaviPra.Yawal	1464	0.22
4	NhaviPra.Yawal	1466	0.37
5	NhaviPra.Yawal	1476B	0.23
6	NhaviPra.Yawal	1449	1.05
7	NhaviPra.Yawal	1454	0.63
8	NhaviPra.Yawal	1455	1.17
9	NhaviPra.Yawal	1456	1.59
10	NhaviPra.Yawal	1465	0.01
11	NhaviPra.Yawal	1468	1.47
12	NhaviPra.Yawal	1469	0.15
	Total		7.55

1. NON-AGRILAND -19.64 H.R.

2. AGRILAND - 7.55 H.R.

TOTAL LAND -27.19 H.R.

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

DESCRIPTION OF THE BUILDINGS / GODWONS / OFFICES

Sr.No.	Name Of Building
1	Main factory Building
2	Sugar Godown -8 Nos.
3	Molesis tank Foundation -4 nos
4	Biogas Tank Foundation
5	Spray Pond
6	Gunwant drip Factory Shed
7	Warehouse
8	Office Building
9	Disteliary Fermantation Structure
10	Boiler House
11	Lab room
12	Workshop
13	Weigh Bridge -2 Nos
14	Common Toilet
15	Labour Canteen
16	Cane Yard office
17	Main Store Building (G+1)
18	Electrical Pannel Room
19	Attached Shed To Store
20	Two Room Store
21	Rest Room & Labrary
22	Time Office & Store
23	Time & Security Office
24	Water Reserve Tank
25	Consumer Store Building
26	Sugar Sale Office
27	Old ETP Store Building
28	Five Days Storage Tank
29	30 Days Storage Tank
30	Surface Compost Yard
31	Pit Pad Office

Including all other premises toilets and other structure standing thereon, situate, laying and being on the lands described herein at Annexure IV.

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

Annexure VI

DETAILS OF SECURED ASSETS – MOVABLE ASSETS AND MACHINERY

Plant Capacity 2500 TCD

DETAILS OF PLANT & MACHINERY

Sr. No.	Details of M/c with available specifications	Qty
1	<p>Weigh Bridge</p> <ul style="list-style-type: none"> • Make-Avery • Year- 1992 • Cap- 40 T- 1, 20 T -2, • Including weigh scale plat form, 	03
2	<p>Cane Unloader Cap- 5 T, Make- Extract Engg. /Key iron/ Trimurty span 22 m* Year- 1992</p> <p>Cane Feeder Unit- 02 nos* 8x7 mtrs, 15 HP drive,, 0-5 m/min First cane carrier-01 Rake Carrier- 1500 mm , horizontal length 9599 mm width , 37200 length Cane Kicker-24 nos 1782 mm , 18 arms , motor, 75 HP Cane Leveller-01, 36 knives, 350 HP, Cane Fibrizer- 01, swing type,72 84 hammers, drivern by turbine</p>	04
3	<p>Mills Shredders Size- 820x1550 Cush Cush Conveyor-01 Intermediate Rake carrier-03, year-1975 Mill drive Assembly-04 Motor- 600 HP for each mill Mill Turbine-04* Fibrizer Turbine-01- 1200 BHP, 5000 rpmTriveni Juice Screen-02 Juice Tank Sell Pump-01 Water Weighing Scale-01</p>	06
4	<p>Cap-45T/hr, 60 HP 1700x21687. Bgasses Elevator-01 Bgases Carrier-01 Return Bagas Carrier R.B.C-01 Mill House Crane-01 Bgas Bailing Machine</p>	01 ASSY
5	<p>Boilers-</p> <ul style="list-style-type: none"> • Make- walchand nagar-02,year-1975, cap- 25 TPH, 30 TPH <p>F.D. Fans-02S.A. Fans-02Feed Water Tank-01Dearattion Tank-01Chimney-02 one RCC Boiler Feed Water Pump-02- 15 HP Water Treatment Plant-01- cap 4T</p>	03
6	<p>Turbo Alternator Set</p> <ul style="list-style-type: none"> • Make- Kirloskar -1975-01/ Jyoti/ cummins • Cap- 2.5MW BELLIS • 1.5 MW BHEL <p>Turbine Feed pump Turbine- kirloskar alternator,</p>	02
7	<p>Transformer & Electrification 500 kva/ 1000 kva</p>	02

	Year 1993	
8	Juice Weighing Scale-01- 5 MT Juice Heater-06 -170 sqm heating surface Juice Sulphiter-01 Sulphur Furnace-03 Air Compresor-02 ir , Milk of Lime Preperation-03 Tank- 33 Cum Clariffier-01, SIMLX cap- 4100 HL. Size- 30 ftxht 20 ft Vacuum filter- Air compressor 6 nos	01
09	Evaporator Syrup Sulphitation Unit-01 F.F Evaporator 2630 sqmt heating surface Syrup &Mollasses Storage Tank-13 Vacuum Pans-07 nos , cap- 40 T-04, 50 T -01- nos , 60 T-02 nos Condensers-05 Dia 1100 mm, 1080 mm, 920 mm Injection Water Pump-09 Spray Pump-02	07
10	Crystillizer Vertical Crystallizers- U type 45 MT- 10 nos, 65 MT-1, 55 MT-1 NO Batch Type Centrifugal Machine-07 Continuous Machine-07 Sugar Melter-01- 15 T / hr Gross Hopper-03 Sugar Elevator-01- 20 MT/ hr Sugar Grader-01 10 MT/hr Weighing machine- 200kg- 3nos	13
11	Finial Mollasses Storage Make- Fabricated Year-1992 Cap- 4220 MT Inclding service tank, pumps, pipeline etc. Bio gas tank -01 1400 m3	04
12	Lathe Machine ,-68 ft,10 ft, nos, make- shimoga Drill Machine- Bench Grinder-01, 16 inch , 5 HP Welding Machine- 01 Shaper machine-01 Hack saw Grinding Machine Plate bending Machine Hyd Press Radial Drilling Machine	-
13	Bullock Carts/ Tractor jugard Pipes angles, channels, Machine structures scrap material etc lying in surrounding area	330

DISTILLATION UNIT

Cap- 30000 ltrs/day* Make- Prajl *Year- 1992 *Connected Load- 180 KW

1	Molasis storage section – Tank – 1 no, cap- 70 cum, *transfer pumps with motor – 2 nos, 10 mt/hr, * Interconnecting piping ms with suitable valves,	03
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2	Weighing section- Automatic weighing system, 10 Mt/hr,* Platform weigh scale, *Check weighing tank, *2 cum, weighted molasses tank, 20 t,	01 assy
3	Fermentation section- over head wash tank 14000 ltr,*cooling water tank, 1 no,	assy
4	Tanks & Pumps Fermentor- 218000 ltr,* propagation vessel 90, 2000, 20000 ltr*, defoming oil day tank, 500 ltr,* emergency water tank,* CIP tank *hot water tank,*Molasses feed pump,* fermentor cooling pump, *fermentor discharge pump, *defoming oil dosing pump,* sludge pump, *Distillation feed pump, *Split pump, cooling* watwr pump, *process water pump, *CIP pump, Propagation cooling pump, *wash transfer pump,	assy
5	Heat Exchanger- *Make- Alfa laval, 100 m2,*Fermentorcooler,* mash pre heater,* trim cooler, propogation II cooler, *spent wash cooler,	01 each
6	Roots Blower- * 350 m3/hr, 2*make- maneklal.	02
7	Misc. Co2 scrubber, *strainer -2 nos, *sterile air filter- 2 nos, *water malasses mixer, *cleaning table for separator, *travelling trolley,* pully 1 MT, *Air compressor- make- elgi, *Yeast separator, *hydrocyclones,	--
8	Distillation Plant- *wash and degasifying column, *heard column, *rectifying column, *exhaust column,* beer heater, main *condenser, *vent condenser, *suitable fusel oil decanter, *product cooler, Analyser + degasifying column, *head column. Rectifying column, exhaust column, Deoxidized copper,	Assy
9	Distillation Condenser- *ss 304, Beer heater , total condenser, *vent condenser, *aldehyde condenser, *with second condenser, *product cooler,	Assy
10	Alcohol Storage section- *Daily receiver 3 nos, each 35000 ltr, impure sprit receiver 2 nos, *rectified sprit storage, 3 nos, *impure sprit storage tank, 3 nos, *denatured sprit tank 2 nos, *fuel oil storage tank, *issue measures, pumps for sprit, *interconnecting piping	-
11	Cooling water system- 125 cum /hr, hot water temp 39 deg, cold water temp 29 deg, Mptor, 20 HP.	01 assy
12	RS Reservior- 05 nos 2 for pure/ 2 for impure 35000/10000 lts Storage VATS RS Storage VATs pure -1 nos 6 lacs ltr each RS storage VATS Impure – 3 nos 50000 ltr each	08

The movable and immovable assets are put to sale on “AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER”.

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

Annexure-VII

OUTSTANDING DUES OF THE SECURED CREDITORS

As per provision of the SARFAESI Act, JDCC Bank being a secured creditor, its total outstanding as on 30/06/2022 is given as under:-

Sr. No.	Name of Secured Lender	Amount (Rs.in lakh)
1.	The Jalgaon District Central Co-operative Bank Ltd. ,Jalgaon	Principal Rs.5554.56 lakhs interest up to 30/06/2022 Rs. 513.05 lakhs+Further interest from 01/07/2022 till its realization.

The Known Dues As Per The Knowledge of Authorized Officer Are As Follows As On 31/03/2021.

Sr No	Particular	Rs in Lakh
1	Sugarcane Harvesting &Transportation Payment 2018-19	229.04
2	Sugarcane Harvesting &Transportation Deposit 2018-19	156.25
3	Sugarcane Harvesting &Transportation Deposit 2013-14	32.59
4	Sugarcane Harvesting &Transportation Deposit 2014-15	51.14
5	Sugarcane Harvesting &Transportation Deposit 2017-18	214.62
6	Labor Transportation Payment	33.72
7	Unpaid Sugarcane Harvesting Payment	95.94
8	Unpaid Sugarcane Harvesting Transport Payment	73.23
9	Sugarcane Advance Payment	24.53
10	Employee Provident Fund	267.03
11	Employee Salary	1887.01
12	Employee Society Payment	68.68
13	Employee Consumer Society	9.76
14	Salary Canteen Recovery Payment	22.04
15	Pro tax	25.83
16	Retired Employee Payment	1044.12
17	Sugarcane Payment 2018-19 as per F.R.P.	1581.13
18	Sales Tax	54.80
19	G.S.T.	95.92
20	Sugarcane Buy Tax	69.12
21	Pre- seasonal deposit payment(Rs 50 per metric ton)	728.45
22	Sugarcane Incentive Payment	57.12
23	Trade Payable Payment	341.87
24	Contractor Payment	273.41
25	Individual Deposit Payable	
	A) Institute	309.67
	B) Individual	259.92
	C) Employee Society	179.83
	Total	8186.77

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

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

Annexure VIII
TERMS AND CONDITIONS

1	<p>The JDCC BANK exercising the powers under the Securitization & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 with Security Interest (Enforcement) Rules, 2002 (hereinafter referred to as “the SARFAESI ACT”) is selling assets/properties mentioned in Annexure No. IV, V & VI of the Bid Document (hereinafter referred to as “the Secured Assets”) and the same are being sold by the Secured Creditors i.e Jalgaon District Central Co-op Bank Ltd, Jalgaon.</p>			
2	<p><u>Reserve Price :</u> The Reserve Price for the sale of the secured assets is Rs.6295.12 lakh (Rupees Sixty Two crore Ninety Five lakh Twelve thousand only) detailed below.</p>			
			(Rs.in Lakh)	
	Lot No.	Description	Reserve Price	(EMD)
	1	Factory land 27.19 hect., Building Machinery 2500 TCD with 30 KLPD Distillery	Rs.6295.12	Rs.630.00
3	<p>The Jalgaon District Central Co-operative 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 JDCC Bank does not take or assume any responsibility for any shortfall of the movable/immovable assets, for procuring any permission etc., or for any dues, statutory or otherwise of any nature. Such dues if any will have to be borne/paid by the purchaser. The encumbrances existing on 7/12 Extracts or revenue record need to be borne/paid by the Purchaser whatever is applicable as per law.</p>			
4	<p><u>Inspection of Assets:</u> The interested parties may inspect the assets at their own cost on working days between 11.00 a.m. to 4.00 p.m., on the assigned date i.e. 19/07/2022 to 23/08/2022 in the presence of representative of the Bank available at the site to facilitate the inspection. Mr Narendra Onkar Mahajan Mob No:9764032721 The party should produce Buyer ID issued by MSTC Ltd at the time of inspection.</p>			
5.	<p><u>Due Diligence by the Bidders:</u> The interested parties, may carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets. A bidder shall be deemed to have full knowledge of the condition of the assets, relevant documents, information, etc. whether the bidder actually inspects, or visits or verifies or not.</p>			
6.	<p>The bidders shall be deemed to have inspected and approved the Secured Assets to</p>			

	<p>their entire satisfaction and for the purpose, the Bidders may, in their own cost, verify the area of land and building and details of the movable assets and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself/themselves about the names, descriptions, particulars, quantities, qualities specifications, measurements, boundaries of the assets/properties and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him/her/themselves notwithstanding any discrepancy or variations, by comparison of the description. In the particulars of the assets/properties and their conditions. Conditional Bids will not be accepted.</p>
7.	<p>The Bidders shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of the Bid/Offer for submission and/or for carrying out due diligence, search of titles to the assets and matters incidental thereto or for any other purpose in connection with the purchase of the assets under reference.</p>
8.	<p><u>Submission of Bid/Offer:</u> The interested bidders will have to submit prebid EMD as mentioned in special terms and conditions through Pay link pre bid EMD available in buyer's login. The bidder has to quote the offer price in figures on MSTC's Portal ie (www.mstcecommerce.com) by logging by his user id on the particular Auction and lot No during the Auction Scheduled date and time. Accordingly, successful bidder has to pay the EMD and other amounts as mentioned in the payment term & conditions.</p>
9.	<p>The submission of the Bid/Offer means and implies that the Bidder/Offerer has unconditionally and irrevocably agreed to and accepted all the terms and conditions of the bid/offer detailed in the Bid Documents.</p>
10.	<p>The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/her/themselves under these conditions is and shall be deemed to be of the essence.</p>
11.	<p><u>Validity of Offer:</u> The validity of offer shall be 60 days from the Acceptance of Lot/Bid.</p>
12.	<p><u>Payment of Sale Price:</u> The successful bidder would be informed in writing about the 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 AO/MSTC in respect of the sale, along with Rs. 50000/- 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 charges 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 line e-payment available in buyer's login must be timely deposited to Jalgaon Dist. Central Co-op. Bank by NEFT / RTGS in the A/c No. 812053100000202 IFSC Code ICIC0JDCCB Name Authorized Officer MADHUKAR Sahakari Sakhar Karkhana Ltd.,Faizpur Tal Yawal Dist. Jalgaon. The confirmation of sale is subject to Approval of the Jalgaon Dist. Central Co-op.</p>

	Bank Ltd., Jalgaon. The secured Assets put for sale will not sold below the Reserve price mentioned in the Bid document.
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 three month after the expiry of 30 days period. To extend the further period for payment of 75% amount will be the sole and absolute discretion of the Board of Director of the Bank.
14.	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 favor of the successful bidder as per the format provided in the Security Interest (Enforcement) Rules, 2002.
15.	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.
16.	The successful Bidder shall, after making full payment of sale price within 30 days 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.	<u>General Terms and Conditions:</u> 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 JDCC Bank 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.	<u>Jurisdiction:</u> 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 District Central Co-operative Bank Ltd., Jalgaon

Annexure- IX
FORM OF APPENDIX TO THE BID/OFFER (DECLARATION BY THE BIDDER)

(Note: This Appendix forms part of Tender Bid)

To
Authorised Officer,
The Jalgaon District Central Co-operative Bank
Ltd., Jalgaon Head Office: 27, Ring Road,
Jalgaon 425002.

Sir,

**SALE OF SECURED ASSETS/ MOEVABLE AND IMMOVEABLE
PROPERTIES OF MADHUKAR SAHAKARISAKHARKARKHANALTD., SITUATED AT
JIVRAMNAGAR, NHAVI MARG, FAIZPUR TALUKA: YAWAL,
DISTRICT: JALGAON, MAHARASHTRA.**

Having fully examined and understood the terms and conditions of the Tender Document and condition and status of the Secured Asset/Property, I/We offer to purchase the said Secured assets strictly in conformity with the terms and conditions of this Tender Document.

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

I/We understand that if my/our Tender Bid is accepted, I/We shall be responsible for due observance and performance of the terms and conditions of the Tender Document and to 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 as described in the Tender Document.

I/We further understand that, if my/our Bid/Offer is accepted, if I/We will fail to deposit the balance amount of 75% of the bid value along with Rs. 50000/- as miscellaneous document charges and MSTC service charges of 2.5% with applicable GST of the bid value (after having paid 25% of the sale consideration) by the stipulated date, the said amount of 25% of the sale consideration (including Earnest Money Deposit) or any further amount/s paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Bid Document.

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 these secured assets. I/we further understands that in the event, I/We fail to take possession of the Secured Assets as stated

above, the AO reserves the right to revoke the sale confirmed in my/our favour and I/We shall have no claims 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 or the Secured creditors do not take or assume any responsibility for any dues, statutory or otherwise, of MADHUKARSAHAKARISAKHARKARKHANA LTD., FIZPUR, 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 as per the applicable in force 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 AO goes for re-tendering 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. I/We agree and undertake to abide by it.

I/ We have remitted EMD of Rs.-----Lakh to "MSTC LTD Mumbai".

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

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

Dated----- day of 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

or (INBLOCKCAPITALS)

WITNESS:

Name

:Address:

Occupation:

Annexure -X

FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

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-mailID	
	Website address if any	
	Registered Address of Unit.	
4.	Date of Incorporation	
5.	Constitution of Entity (Company/Co-operative Society/Firm/Proprietorship)	
6.	Document in evidence of constitution of the entity.(Self attested)	
7.	Name of the Chairman	
8.	Name of the Managing Directors/Partners/Proprietor	
9.	Board of the Directors(Names& Addresses)	
10.	Income Tax and Pan Card No.	
11.	Date of last Income tax Return	
12.	Name and Address of Bankers	
13.	Particular of payment EMD (Receipt no .of RTGS transaction)	

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

Place:

Date:

Signature:

Name of the Authorised Person:

Designation:

Seal

Encl:

- Copy of document evidencing the constitution of organization i.e.(Self -attested)
- Bye-laws for co-operative society.
- Memorandum & Articles of Association for Company.
- Copy of partnership deed.
- Letter from Bank for proprietorship firm.
- Along with Registration Certificate(self-attested)
- Last3yearsAudited Balance Sheet(Certified by CA)
- Last3years Income Tax Returns(Certified by CA)
- PanCardofCompany/Co–operativesociety/firm/Proprietaryfirm.(self-attested)
- Authorization of authorized Signatory should be properly evidenced by way of resolutions for Company/Co–operative Society/firm.

Annexure XI

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 Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of the powers conferred under sub-Section 13 read with Rule 12 of the Security Interest (Enforcement) Rule, 2002 has in consideration of the payment of immovable property of Rs.....(Rupees.....) sold on behalf of The Jalgaon District Central Co-op. Bank Ltd., in favour of (Purchaser), the following immovable property secured in favour of The Jalgaon District Central Co-operative Bank Ltd., by SALE OF Agricultural Land, MADHUKAR SAHAKARI SAKHAR KARKHANA LTD., FIZPUR. SITUATED AT JIVRAM NAGAR, NHAVI MARG, FIZPUR TAL.: YAWAL, DIST.: JALGAON, MAHARASHTRA, 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 immovable property of Rs..... (Rupees..... Only) in full and handed over the delivery and possession of immovable property as per the terms and conditions of tender description of the immovable property.

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

Annexure XII

DEED OF UNDERTAKING CUM INDEMNITY

(On stamp paper/taking of Rs.200/-)

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

The DEED OF INDEMNITY executed at on this day ofBy:

..... and(Hereinafter referred to as "The Purchaser", which expression shall include its successors and assigns):

In favour of :

The 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 MADHUKAR SAHKARI SAKHAR KARKHANA LTD., FAIZPUR, AT & P.O., FAIZPUR , 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 immovable & movable assets of the Borrower being MADHUKAR SAHKARI SAKHAR KARKHANA LTD.
- B. Whereas the Authorised Officer confirmed offer on behalf of JDCC Bank in favour of ----- subject to terms and condition contained in the Tender Form.
- C. Whereas as covenants of the documents of terms and conditions of sale and "sale certificate" state that "The successful bidder will be required to bear all the necessary expenses like stamp duty, registration expenses etc., for the transfer of assets in his/her/their name. It is expressly stipulated that there are no implied obligation on the part of AO or the secured creditors and it shall be solely the obligations of the Successful bidder, at his/her/their cost, 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 /undertake any responsibility for, nor shall the sale precedes be subject to any pending/outstanding statutory dues and any other dues such as water/electricity/services charges, transfer fees, dues of the Municipal Corporation/ local authority dues, land and revenue tax or Workers Dues, Provident Fund and Sales Tax Dues and any other duties, levies by whatever name it is called including interest, penalty etc. if any. The Secured Assets are being sold with all known and unknown encumbrances. Further, all liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, in respect of the Secured Assets and if payable in law/ attachable to the Secured Assets/sale proceeds by reason of the proposed sale of the Secured Assets, shall be the sole responsibility and to the account of the Purchaser. In pursuance thereof, the Purchaser indemnifies 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, levied by whatever name it is called including interest, penalty etc., 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, and 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 indemnity), 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 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 as in 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: