

I N D E X

Sr.No.	Particulars	Page No.
1	Sale Notice	2
2	Possession Notice	4
3	Introduction	5
4	Details of Secured Assets	6
5	Outstanding Dues	7
6	Terms & Conditions	8
7	Form of Appendix to the Bid / Offer (Declaration by the Bidder)	11
8	Format for submission of Profile of the Bidder Profile	13
9	Certificate of Sale	15
10	Deed of undertaking Cum Indemnity	16

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, jdccbalk@gmail.com

SALE NOTICE THROUGH E-AUCTION

[Appendix II-A & Appendix IV-A]

Proviso Rule 6(2) & Rule 8(6)

**Sale of immovable property of Maharashtra Sahakari Sutgiri Ltd., Khadka,
Tal. Bhusawal, 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 Sutgiri, bank has arranged E-Auction of the secured 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 :-

(A)

Sr. No.	Gat No./ Survey No.	Area in H.R.	Location brief description of the Property
1.	4/1	3.43	The land property is located at Khadka, Tal. Bhusawal. The property is situated within 1 k.m.from National highway. It is almost within the Bhusawal city which is a Taluka Place and a big junction of Central/Western Railway.
2.	4/2	<u>3.43</u>	
	Total	6.86	

(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.	6.86 Hect. of land of Maharashtra Sahakari Sutgiri Ltd., Khadka, Tal. Bhusawal, Dist. Jalgaon.	Rs. 1147.50 lakhs (Eleven crore Forty Seven lakh Fifty Thousand Only)	Rs.114.75 Lakhs (One crore Fourteen lakh Seventy Five thousand only)	19.07.2022 To 04.08.2022 Between 11am to 4pm	05.08.2022 From 12.00 to 400 PM (Noon)	Principal Rs. 294.25 Lakhs + interest Rs. 432.19 Lakhs and Further Interest From 1.7.2022 till its Realization

01. 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”.AO / JDCC Bank/MSTC LTD does not undertake or assume any responsibility for any shortage area in the 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, 6th Floor, Nariman Point Free press Journal Marg 400021.

The E-Auction Number is as **MSTC/WRO/JDCC BANK Jalgaon/6/Maharashtra/22-23/13353**. 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 our website www.mstcecommerce.com & www.jdccbanc.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@jdccb.com, jdccbalkjal@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 dated 28/03/2006 Maharashtra Sahakari Sutgirani Ltd., Khadaka, Tal. Bhusawal Dist. Jalgaon.

Accordingly the possession of secured Asset was taken by the AO of bank on 24/06/2006 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 25-06-2006.

(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 28/03/2006 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 Maharashtra Sahakari Sutgirni Ltd, Khadka Tal. Bhusawal Dist. Jalgaon Maharashtra, to repay within 60 days from the date of said notice, the amount mentioned therein being Rs.5,56,88,000/- (Rupees Five Crore Fifty Six Lakh eighty eight thousand only) as on 28/03/2006 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 the possession of the assets of the unit on 24/06/2006 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.

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

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

Maharashtra Sahakari Sutgirni Ltd, Khadka Tal. Bhusawal Dist. Jalgaon Maharashtra
The brief description of the properties mortgaged and put for sale is as under:

Sr. No.	Gut No./ S.No.	Area of Land (H.R.)
1.	Gat No. 4/1	3.43
2.	Gat No. 4/2	3.43
	Total	6.86 H

Adjacent Details

- 1) East – Road To Words Khadka Village
- 2) West – Survey No 3/1+ 135/2
- 3) North – Road
- 4) South –Sut Girni Campus

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

Annexure V

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. 294.25 Lakhs + interest Rs. 432.19 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)

State Got. Loan	108.19
Pro Tax	3.77
Sales Tax	83.19
M.S.E.B.	263.83
Secom	9.40
N.C.D.C.	15.31
I.D.B.I.	108.88
I.D.C.I.	44.96
I.F.C.I.	48.84
I.I.B.I.	53.00
Audit Fee	1.54
Bank Loan 31/03/2021	716.24
Employees Salary & Gratuity	189.81
Other Labilities & Interest	1009.74
Total Labilities	2728.70

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

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

Annexure VI

TERMS AND CONDITIONS:

1)	The JDCC BANK exercising the powers under the Securitization & 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><u>Reserve Price:</u> The Reserve Price for the sale of the secured assets is as per Lot wise detailed below.</p> <table border="1" data-bbox="308 495 1511 568"> <thead> <tr> <th data-bbox="308 495 475 533">Lot. No</th> <th data-bbox="475 495 922 533">Description</th> <th data-bbox="922 495 1214 533">Reserve Price</th> <th data-bbox="1214 495 1511 533">(EMD)</th> </tr> </thead> <tbody> <tr> <td data-bbox="308 533 475 568">1</td> <td data-bbox="475 533 922 568">Land Area 6.86 Hector.</td> <td data-bbox="922 533 1214 568">Rs. 1147.50 lakh</td> <td data-bbox="1214 533 1511 568">Rs. 114.75 lakh</td> </tr> </tbody> </table>	Lot. No	Description	Reserve Price	(EMD)	1	Land Area 6.86 Hector.	Rs. 1147.50 lakh	Rs. 114.75 lakh
Lot. No	Description	Reserve Price	(EMD)						
1	Land Area 6.86 Hector.	Rs. 1147.50 lakh	Rs. 114.75 lakh						
3)	The Bank intends to sell the assets detailed above as “ AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDETAKING OR REPRESENTATION OF ANY KIND WHATSOEVER ”. 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><u>Inspection of Assets:</u> 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 04/08/2022 in the presence of representative of the JDCC BANK Mr.P.F.Patil Mob.No. 9421512428 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><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>								
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 assets 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-imburement 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)	<p>Submission of Bid/Offer: The Interested bidder 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 ie (www.mstcecommerce.com) by logging by his user id on the particular Auction and lot No during the Auction Scheduled date and time</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>Validity of Offer: The validity of offer shall be 60 days from the Acceptance of Lot.</p>
12)	<p>Payment of Sale price: 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 & additional 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 the 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. 8120531000000200 IFSC Code ICIC00JDCCB NAME PRADHIKRUT ADHIKARI MAHARASHTRA SAHAKARI SUTGIRNI LTD.</p>
13	<p>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 month after the expiry of 30 days period. However further extension of period for payment of 75% amount will be the sole and absolute discretion of the board of directors of the bank.</p>
14)	<p>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.</p>
15)	<p>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 immovable property in favor of the successful bidder as per the format provided in the Security Interest (Enforcement) Rules, 2002.</p>
16)	<p>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.</p>

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/Offeres 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 favor 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)	Jurisdiction: 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 VII
FORM OF APPENDIX TO THE BID/OFFER (DECLARATION BY THE BIDDER)

(This appendix forms part of Bid)

To

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

Sir,

**SALE OF SECURED Land OF Maharashtra Sahakari Soot Girni Limited
Khadka Tal : Bhusawal, 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 favor 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 **Maharashtra Sahakari Soot Girni Limited Khadka,**

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. 121.12 Lakh (Rupees One Crore Twenty One Lakh and Twelve Thousand only) 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:

Annexure VIII
FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER
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 tenderer shall be liable to be debarred and the amount will be 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.

Annexure IX

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 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 immovable assets of **MAHARASHTRA SHAKARI SOOT GIRNI LIMITED KHADKA TALUKA BHUSAWAL 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 immovable property of Rs..... (Rupees..... Only) in full and handed over the delivery and possession of immovable property as per the terms and conditions of tender description of the immovable property.

Since we have received full payment for sale of immovable property and as 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 X
DEED OF UNDERTAKING CUM INDEMNITY

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

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

This DEED OF INDEMNITY executed at On this day ofBy :------(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. **MAHARASHTRA SHAKARI SOOT GIRNI LIMITED KHADKA**, a Co-operative based unit registered under The Maharashtra State Co-operative Societies Act,1960 having its Registered Office at AT & P.O., KHADKA, TAL.: Bhusawal , 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 **MAHARASHTRA SHAKARI SOOT GIRNI LIMITED KHADKA**.
- 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 immovable 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: