



Auction Details		
<b>Auction No</b>	MSTC/WRO/JDCC BANK Jalgaon /10/Maharashtra/22-23/18661[344516] Type : P	
<b>Opening Date &amp; Time[View Date]</b>	20-09-2022::12:00:00[03-09-2022]	
<b>Closing Date &amp; Time</b>	<b>Scheduled Time</b> 20-09-2022::16:00:00	<b>Closed At</b> 20-09-2022::16:00:00
<b>Inspection From Date</b>	03-09-2022	
<b>Inspection Closing Date</b>	19-09-2022	
<b>EMD Type</b>	Item Wise EMD	
<b>Auto Extension(In minutes)</b>	8	
<b>Event Category</b>	e-Sale	
<b>Auto Activation Enabled</b>	NO	

Seller Details	
<b>Seller /Company Name</b>	JDCC BANK Jalgaon
<b>Location</b>	Maharashtra
<b>Street</b>	27, Ring Road Jalgaon 425001
<b>City</b>	Jalgaon -425001
<b>Country</b>	INDIA
<b>Telephone</b>	9067334911
<b>Fax</b>	7058034911
<b>Email</b>	headoffice@jdccbanc.com
<b>Contact Person</b>	M T Choudhari Mob no 9423159373

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	GST	LOCATION	Pre bid EMD Amount
<b>LOT No. :1</b>	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 proviso to Rule 6(2) and Rule 8(6) of the Security Interest (Enforcement) Rules, 2002. as per annexure .  Payment terms:Pre bid EMD of Rs. Rs.630.00 Lakh to be paid through link pay pre bid emd. SD payment 25%of the bid value along with 50,000/- Miscellaneous document charges within 7 Days of acceptance of lot	1.00 LOT	As Applicable	Tal -Yawal, Dist Jalgaon State :Maharashtra	63000000.00
<b>LOT Name</b> :SALE OF MOVABLE AND IMMOVEABLE PROPERTIES OF MADHUKAR SSK					
<b>Product Type</b> :Miscellaneous					
<b>Category</b> :Miscellaneous Items					
<b>Sub-category</b> :					

Balance payment : Balance 75% payment at JDCC as per bank details provided with additional 2.5% with applicable GST of bid value as service charge to be paid at MSTC Ltd. within 30 days of bid acceptance.				
Prospective bidders needs to take note of the above payment clause and bid accordingly, no complaints shall be entertained later				
Bid Increment-1,00,000/-				

Total No of Lots = 1

### **SPECIAL TERMS & CONDITION**

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. 03/09/2022 To 19/09/2022 in the presence of representative of the **JDCC BANK Mr N.O. 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.

Status of the Auction Shall be Kept under STA ( Subject to approval) until final confirmation of JDCC Bank . JDCC bank reserve the right to reject the H1 bid received

Shri A.R.Tondapurkar is Authorized Officer for Madhukar Sahakari Sakhar Karkhana Ltd.

# **Click here to view** **Additional Terms &** **Conditions**

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 our website [www.mstcindia.co.in](http://www.mstcindia.co.in) / [www.mstcecommerce.com](http://www.mstcecommerce.com)

**Bidder HAS TO DEPOSIT 2.95% (INCLUSIVE OF GST) OF MATERIAL VALUE PAYMENT TOWARDS SERVICE CHARGE IN MSTCS ACCOUNT USING THE E-PAYMENT GATEWAY ALONG WITH EMD PAYMENT. THIS PAYMENT SHALL BE CHARGED EXTRA ON THE MATERIAL VALUE AND IS NOT ADJUSTABLE. Bidders ARE REQUESTED TO KEEP IN MIND THAT THE SERVICE CHARGE PAYMENT IS TO BE MADE EXTRA ON MATERIAL VALUE BEFORE QUOTING THEIR BID ON LIVE AUCTION FLOOR.**

**1) For participation in this e-auction, interested Bidders will have to submit Pre-bid EMD of Rs.630.00 Lakhs(Six crore Thirty lakh only) to MSTC through RTGS/NEFT through challan vide NEFT/RTGS from your login using link "Pay pre Bid EMD" and the same should reflect in your EMD Ledger. ONLY THOSE PARTIES WHO HAVE ADDED PRE-BID EMD IN THEIR ACCOUNT AND THE AMOUNT IS REFLECTING IN THEIR EMD LEDGER SHALL BE ABLE TO PARTICIPATE IN THIS E-AUCTION. This Pre-Bid EMD of Rs.6,30,00,000/-of successful bidder will be as non-interest bearing**

## **Security Deposit. Pre bid EMD of Rs.6,30,00,000/- paid by the successful bidder shall be adjusted against the SD Payment**

For participation in this e-auction, interested Bidders will have to pay Pre-bid EMD of through link pay pre bid EMD available your logging step for pre bid EMD

1. Login at <http://www.mstcecommerce.com> with your user id and password
2. Click on the link "Pay pre bid EMD". Enter the amount as required and click on the link "NEFT/RTGS" and "proceed to payment".
3. You will be required to enter your account details and generate a copy of challan. Please note that this challan will be valid for 3 days only. If you fail to make payment within 3 days from the date of challan then generate a fresh copy of challan and make payment.
3. On successful payment, your EMD ledger will be filled up with the same. This EMD can be used in any of the lots. Once it is used in any lot, it gets freezed and the same EMD can't be used in any other lots. This can be checked under the field "Balance EMD" available on the live floor.
5. Upon closure of auction, if you are unsuccessful, you have to give request for EMD refund request from the link "EMD refund request". Within 2 working days, your payment will be refunded. Pre bid of the successful bidder shall be retained with MSTC

**ONLY THOSE PARTIES WHO HAVE required Pre bid EMD amount in their ledger can participate in the auction .Prospective bidders to ensure that the pre bid emd is credited in EMD ledger one day prior the auction. No complaints in credit of pre bid EMD at the auction date shall not be entertained**

**SUCCESSFUL BIDDER WILL HAVE TO PAY MSTC SERVICE CHARGE @2.5% + GST @18%= 2.95%, ADDITIONAL ON THE BID AMOUNT**

**ANY OTHER STATUTORY CHARGES WILL HAVE TO BE PAID EXTRA BY THE BUYER ON AND ABOVE THE BID AMOUNT.**

**NOTE: DDs/PO will not be accepted and will be returned without any action being taken on them.**

**NOTE: DDs/PO will not be accepted and will be returned without any action being taken on them.**

**2)** Before commencement of this e-auction, bidders may go through the [GENERAL TERMS & CONDITIONS \(GTC\)](#), [BUYER SPECIFIC TERMS & CONDITIONS \(BSTC\)](#) AND THE [SPECIAL TERMS & CONDITIONS \(STC\)](#). In case bidders submit the bid in live e-auction, it is presumed that the bidders have accepted all the terms and conditions governing the e-auction for sale of the Property. (AS SOON AS A BIDDER SUBMITS PRE-BID FOR THIS E-AUCTION, IT WILL BE PRESUMED THAT THE BIDDER HAS ACCEPTED ALL THE TERMS AND CONDITIONS OF THIS E-AUCTION)

**3)** The bidder/buyer must clearly understand that MSTC/JDCC bank do not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The bidder/buyer must satisfy himself on all aspects pertaining to the property prior to bidding in e-auction and he will not have any recourse after the submission of the bid on JDCC Bank/MSTC for any deficiency in the documents or title of the property. No complaint, whatsoever, in this regard would be entertained after the submission. The interested bidders may carry out their own due diligence in respect of the Property. The Bidder who submits the bid shall be deemed to have full knowledge of the condition of the Property the bidder is interested in, relevant documents, information, etc. whether he actually inspects or visits the property and verifies regarding it or not. Bidders shall be deemed to have inspected and verified the Property to their entire satisfaction and for the purpose, bidders may, in their own interest and at their own cost, verify the area of the Property and any other relevant information before submitting the Bids. It shall be presumed that the Bidder has satisfied himself/herself about the title documents pertaining to the Property, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abuttal's of the Property and that the

Bidders concurs or otherwise admits the identity of the Property to be purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the Property and their condition.

#### **4) ELIGIBILITY FOR REGISTRATION WITH MSTC AND PARTICIPATION**

- i. Only Individuals / Institutions / Societies / Companies/Govt. Companies/PSUs/Ministries/Embassies who are legally competent to enter into contract are eligible.
- ii. Registration as buyer may be in sole or joint names. All correspondence by JDCC Bank shall be made in the name of the first person only.
- iii. In the category of Institution / Society / Company, documentary proof including latest Annual Report / Memorandum and Articles of Association shall accompany during the registration.

5) Payments of Sale Consideration are to be made through RTGS/NEFT as per instructions issued at the time of issue of Acceptance letter. In any case, cheques from any bank and cheques and Bank Drafts issued by Cooperative Banks will not be accepted by MSTC for any payment.

**6)** E-auction bids are invited for sale of movable and immovable properties of JDCC Bank on "As Is Where Is" and "No Complaint basis" only. It would be deemed that by submitting the Bid the bidder has made a complete and careful examination of the Property and has satisfied himself/itself of all the relevant and material information in relation to the Property. .

**7)** This E-Auction sale is governed by the GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND THE SPECIAL TERMS & CONDITIONS (STC)

In case of any conflict or difference among any provisions of GTC, BSTC & STC, the provisions of STC will supersede GTC & BSTC provisions in the particular e-auction.

**8)** The Special Terms & Conditions appearing on the day of e-auction under VIEW LIVE E-AUCTION are final and binding and which may be downloaded.

**9)** The Bidders who are participating in the e-auction shall submit their bids with a minimum incremental of Rs.1,00,000/- (One Lakh only) over and above the Starting Price.

**10)** E-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only. The rates are to be quoted in Indian Rupees only.

**11)** The Bidders who are interested to purchase above property(ies) through e-auction should get themselves registered with MSTC as bidder for e-auctions and submit the required Pre-bid EMD and the same shall reflect in MSTC Account one atleast one day before the commencement of the e-auction.

**12)** The word JDCC bank wherever it appears shall mean The Jalgaon District Central Co-operative Bank LTD, Jalgaon (JDCC) or its authorized representative.

**13)** The word MSTC wherever it appears shall mean MSTC LIMITED, SELLING AGENT OF JDCC BANK.

**14)** The Word BIDDER wherever it appears shall mean Individuals/ Institutions / Societies / Companies which is interested in participating and purchasing the property put up for sale in this e-auction.

**15)** The Word successful bidder wherever it appears shall mean Individuals / Institutions / Societies / Companies / firms, whose rate has been H-1 (Highest) in this e-auction.

**16)** THE DETAILS OF PROPERTY AND STC DISPLAYED UNDER VIEW FORTHCOMING AUCTIONS ON MSTC'S E-AUCTION WEBSITE ARE TENTATIVE AND SUBJECT TO CHANGE AT THE SOLE DISCRETION OF JDCC Bank BEFORE THE START OF E-AUCTION. BIDDERS SHOULD, THEREFORE, DOWNLOAD THE DETAILS OF PROPERTY AND STC DISPLAYED ONLY UNDER "VIEW LIVE AUCTIONS" FOR THEIR RECORD PURPOSE, IF REQUIRED, AND BID ACCORDINGLY.

**17)** JDCC Bank /MSTC shall have the right to issue addendum to the GTC or BSTC or STC prior to commencement of e-auction to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.

**18)** INSPECTION OF PROPERTY/ E-AUCTION DATE: The property may be inspected from **03/09/2022 To 19/09/2022** on any working day during office hours in the presence of JDCC Bank Officials. For inspection of property, the name of contact official with their contact details are as mentioned above. The e-auction commencement date/ closing date are also as mentioned above. The bidder has to satisfy himself about property in every aspect. The Principle of ~CAVEAT EMPTOR~ (LET THE BUYER BE AWARE) will apply. For inspection, the registered Parties (or their Authorized Representative) should produce their e-Auction Photo ID Card to the Seller

**19)** E-AUCTION RESULT/STATUS : It must be personally seen by the Bidders online through the link Auction Status immediately after closing of e-Auction which will be displayed up to 7 (Seven) calendar days from the date of Closing of e-Auction (excluding the date of closing of e-Auction).

**20)** The pre-bid EMD of the successful bidder will be retained by MSTC as Security Deposit and will be forwarded to JDCC bank. No interest whatsoever will be paid on the same

**21)** The Highest (H-1) bid received in the e-auction will be under subject to approval by JDCC bank and it will not be binding on the JDCC BANK to sell the Property to the H-1 bidder. The right of acceptance & rejection of the H-1 bid lie entirely with the JDCC, and only after approval of H-1 bid by JDCC Bank, communication of which will be given by JDCC Bank to MSTC, an Acceptance Letter will be issued to the successful bidder by MSTC.

**22)** If JDCC Bank approves the H-1 offer, an Sale intimation letter /Acceptance Letter will be issued by AO/MSTC. The successful bidder shall be required to deposit 25% of bid/sale value including Pre bid emd amount along with 50,000/- as Miscellaneous Document charges within 7 days from the date of Acceptance of offer , by /RTGS/NEFT in JDCC Account through RTGS/ NEFT. Failure to deposit 25% of Bid/Sale value along with Misc document charges , as specified herein in this clause, shall lead to forfeiture of pre bid EMD without further reference to the bidder/buyer. Balance 75% of Bid/Sale value along with other duties/taxes and additional MSTC Service charge of 2.5% of the Sale Value along with GST , shall have to be deposited by the buyer within 30 days of acceptance of BID. In case of failure to deposit balance payment along with MSTC service charge as mentioned above shall lead to forfeiture of Total Pre paid amount.

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.

Failure to deposit balance value by the buyer may lead to forfeiture of Security Deposit as also 25% of Bid/Sale value deposited by the buyer.

**23) DEFAULT IN PAYMENT OF Sale Value:** In case of default in payment within the stipulated time, Late Payment Penalty as mentioned in terms and conditions shall be applied. However, JDCC Bank reserves the right not to accept the payment with or without the additional charges and in such an event the contract shall be automatically terminated and the Security Deposit/payment made by the bidder lying in any form with JDCC Bank or MSTC Limited shall automatically stand forfeited without prejudice to the right of JDCC Bank to dispose off the property at the risk and cost of the bidder and realize the difference if any from the bidder.

**23.1 :** Successful bidder's inability to conclude the transaction - In the event successful bidder is an individual (person) and is unable to complete the sale of the said property as per the terms of the e-auction for any such reason as the death of the person, it shall be the responsibility of his/her legal heir/assignees (successor) to adhere to the terms of e-auction and complete the sale process in accordance to the e-auction terms. In case the successor of the successful bidder decides to pull out of the transaction, for whatever reason, the Pre-bid EMD and all other further payments made by the bidder (if any) will be forfeited.

**24)** After the full payment of Sale Consideration by the successful buyer, all the approvals, consents, licenses, permissions required for effectively transferring the Property to the buyer shall be responsibility of the buyer only, provided however, JDCC Bank shall be responsible to provide all the relevant internal approvals/ permissions/ consents on which JDCC Bank has control and necessary authority. to Successful Bidder. JDCC bank shall provide all assistance in executing such documents so required by the buyer for transfer of the Property in his favour under terms and conditions of e-auction.

**25.1)** All charges on account of obtaining necessary clearances or approvals should be undertaken by the bidder at its own cost, effort and liabilities.

**26)** Conveyance of the property through a registered sale Deed will be made on the name(s) of successful bidder only at the cost and expenses of the successful bidder after payment of the full Sale Value and any other dues and no additions / deletions of names of the bidders shall be permitted at any later stage and names of the bidders submitted at the time of registration as a buyer in MSTC portal shall only be considered for this purpose.

**27)** JDCC Bank shall execute Sale Deed(s) in favour of the successful bidder, provided however, execution costs and formalities including proper documentation and registration shall be sole responsibility of the successful bidder and all the expenses including stamp duty implications or other taxes, duties, cess, charges or imposts in relation thereto, including legal expenses shall be borne by the successful bidder. The sale deed shall be executed on the receipt of entire sale consideration and subject to compliance of all terms and conditions of e-auction by the buyer. The successful buyer will on his own cost arrange to get the property transfer in his name after the payment of Sale Consideration. JDCC Bank would endeavor on a best effort basis to complete the documentation and conveyance in respect of the relevant Property in favour of the Successful Bidder/buyer after the payment of Sale Consideration and fulfillment of all other formalities by the buyer

**28) Force Majeure :** JDCC Bank shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of JDCC Bank to extend the time of performance on the part of JDCC Bank by such period as may be necessary to enable JDCC Bank to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

**29) GENERAL :**

**a) VALIDITY OF BIDS:** All the bids will be valid for 60 (sixty) days from the date of closing of e-Auction, excluding the date of closing. In case the 60TH day falls on a holiday or remains closed for MSTC/JDCC bank, such Bids will be deemed to be automatically extended to be valid up to the next working day of MSTC/JDCC Bank.

**b) PERIOD OF CONTRACT:** The contract is valid upto the date of registration of the property in favour of the successful buyer.

**c) CAUTION IN SUBMISSION OF BID:** The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/JDCC Bank in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of 0s /No of Digits/Unit of Measurement etc.) rectify their bid (if required) before submitting their Bid into the live e-Auction floor by clicking the Bid Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. During Live Auction, only brief Lot/Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Item Details can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Item Details before bidding and no representation / complaint in this regard will be entertained by MSTC / JDCC Bank from the Bidders.

**d)** The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.

**e)** JDCC Bank reserves the right to accept / reject any offer / bid, withdraw from sale, the property offered for sale in full or part thereof prior to or after the acceptance of the bid without specifying any reason thereof.

**f)** In case of postponement due to exigency, the same will be informed to the bidders through a newspaper notification or if such notification is not possible, by affixing a notice to that effect on the Notice Board in the JDCC Bank HO Office or MSTC website.

**g)** Non resident Indians (NRIs) can also participate after fulfilling the eligibility criteria (such as PAN Card, Address proof of Residence in India, Attested signature from any of the Nationalized Bank in India where individual is the Account Holder) required under Indian Laws for proof of NRI. Any NRI, found successful, shall be required to make all payments in Indian Currency and shall follow Indian Laws for all such matters.

**h)** The sale shall be subject to cancellation for violation of any of the terms and conditions or stipulations or instructions.

**i)** All rates, taxes, charges, fees, assessment and other levies, cost of registration, stamp duty etc., of whatsoever nature shall be paid by the successful bidder to the concerned authority/body.

**j)** It shall be the responsibility of the successful bidder(s) to obtain necessary Permission for approval of building permission, sub-division of Block/Plot from the appropriate local authority as required under the law and payment of fees as may be required under various laws, rules and regulations. It shall be the responsibility of the successful bidder to have service connection secured from the respective organizations for electricity, water supply & drainage and at his/her/their own cost. JDCC Bank will not take any responsibility in this regard.

**k)** JDCC/MSTC reserve the right to defer, cancel, alter, amend or modify the Notification/Advertisement/Auction Catalogue prior to commencement of e-auction.

**l)** All the correspondence will be made to the address/e-mail as appearing in the registration with MSTC. It

shall be the responsibility of the bidder to keep his e-mail id valid.

m) Any amendment made will form part of the terms and condition and no individual intimation will be sent to the bidders.

n) In all matters of doubts or disputes or in respect of any matter not provided for in these terms and conditions, the decision of the JDCC Bank shall be final and binding.

o) The property put for e-auction is on as is where is and No Complaint Basis. The bidders shall Inspect the property and satisfy themselves of the condition and location of the property put for sale before participating in the auction.

p) In case of any electrical lines, drainage, water supply lines passing through the land, the successful bidder should get it shifted with respective departments at his/her/their own cost and expense by paying necessary fees to the appropriate authorities. JDCC Bank shall not be made responsible in this regard.

q) Handover of the property will be given to the successful bidder after execution of the Sale Deed. .

30) In case of any dispute regarding payment/registration of the property or any other matter relating to this e-auction, the decision of MSTC/JDCC bank shall be final.

**31) Non Disclosure Clause :** The bidder will maintain the confidentiality of e-auction documents and all other information related to the bidding process and shall not use them for any purpose other than evaluation of the property for perspective of the bidding process. Bidders shall also refrain from reproducing/forwarding or dissemination of any document or information on bidding process to any other person except its legal and financial advisors.

**32) ARBITRATION:** In the event of any dispute arising between the parties hereto under this Agreement, both parties agree that such disputes/differences shall be referred to the decision of a sole arbitrator, appointed by JDCC Bank., for adjudication who shall follow the procedure as specified in the Arbitration and Conciliation Act, 1996 and the decision of the said arbitrator shall be final and binding, subject to the jurisdiction of City Civil Courts, Jalgaon ( Maharashtra) for filing of any petition from such arbitration proceeding including petition under Section-34 of Arbitration and Conciliation Act for setting aside of the award. The venue of arbitration shall be decided by bank, the language English and the costs expenses of such arbitration shall be borne equally by the parties hereto