



STRESSED ASSETS STABILIZATION FUND (SASF)

The Authorized Officer (AO)

Of

STRESSED ASSETS STABILIZATION FUND

**5th Floor,
IDBI Tower,
WTC Complex,
Cuffe Parade,
Mumbai - 400 005
www.sasftrust.com**

TENDER DOCUMENT

For

**Sale of Assets of
Bard & Beaver Chemicals Ltd
Located at
Plot No 154, survey No 125 (Part) IDA Mallapur Village,
Uppal Mandal, Dist Rangareddy
Hyderabad, Telangana State**


Under

**The Securitisation and Reconstruction of Financial Assets and Enforcement
of Security Interest Act, 2002 and the Security Interest (Enforcement) Rules,
2002**

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1. SALE NOTICE PUBLISHED IN NEWSPAPER

	STRESSED ASSETS STABILIZATION FUND IDBI TOWER, WTC COMPLEX, CUFFE PARADE, MUMBAI – 400 005 www.sasftrust.com
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AUCTION SALE UNDER SARFAESI Act 2002 Bard & Beaver Chemicals Limited (“THE BORROWER”)

Offers are invited in sealed covers for sale of the following assets of M/s. Bard & Beaver Chemicals Limited engaged in manufacturing of Chemicals under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the Act) read with Rules 6 to 9 of the Security Interest (Enforcement) Rules, 2002, possession of which was taken by the Authorised Officer (AO) of SASF under section 13(4) read with section 13(9) of the Act.

Notice to the Borrower : Borrower(s) are hereby given this notice under rule 6(2), 8(6) & 9(1) of Security Interest (Enforcement) Rules, 2002 to pay the outstanding amount being **Rs.15,25,19,388/- (Rupees Fifteen Crore Twenty Five Lakh Nineteen Thousand Three Hundred Eighty Eight only)** as on **July 01,2009**, together with interest & costs thereafter, within 30 days from the date of this notice, failing which the e-auction of the secured assets shall take place.

Property Description:	
Land and Building All those piece and parcel of land admeasuring 2474.30 Sq.Mts at Plot No. 154, Survey No 125 (Part) Industrial Development Area (IDA) Mallapur Village, Uppal Mandal, R.R. District Hyderabad, Telangana State together with buildings and structures thereon owned by the company vide Sale Deed dated December 19,1998 (Document No.9606/98) executed by APIIC in favour of the company, registered with the Registrar of Assurance, Upal, Rangareddy District Andhra Pradesh (Now Telangana).	
Reserve Price (Rs. lakh)	Rs.412.12
Earnest Money Deposit (EMD) (Rs.lakh)	Rs.41.21
Tender Document Issue	16/03/2017 (Thursday) to 20/4/2017 (Thursday) between 10.00 hrs to 14.00 hrs
Last date of submission of sealed Tender	20/4/2017 (Thursday) upto 15.00 hrs
Date of E-auction	25/4/2017 (Tuesday) between 10.30 AM to 01:00 PM with unlimited extension of 5 minutes each

List of the terms & conditions appearing in Tender Document:

1. The sale of Secured Assets is on “as is where is”, “as is what is”, “whatever there is” and “no recourse” basis.
2. Auction would commence at Reserve Price. Bidders shall improve their offer in multiple of Rs.1,00,000/-
3. The EMD shall not carry interest. AO may retain EMD of top three bidders upto 3 months from the date of opening of the tenders.
4. The successful tenderer will be required to deposit 25% of the sale price immediately at the time of the sale. The balance amount of the sale price is to be paid within 15 days of the confirmation of the sale .In case of failure to deposit the balance amount within the prescribed period, the deposited amount, including earnest money shall be forfeited and the properties shall forthwith be sold again.

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5. AO reserves the right to accept or reject any or all tenders without assigning any reasons. In case all tenders are rejected, AO can negotiate with any of the tenderer or other parties for sale of the properties by private treaty.
6. Submission of the tender document will be sufficient to show that the tenderer has accepted the conditions of sale and has completed the due diligence for the tender action.
7. The Secured Assets mentioned in the Tender Document are based on the charges/mortgages created by the Borrower in favour of Secured Creditors, the details whereof are given in the tender document. Interested parties are advised to verify the details of the Secured Assets and inspect the records relating to mortgaged assets available with AO on request
8. Secured creditors do not take responsibility for any errors/omissions/discrepancy/shortfall etc in the secured Assets or for procuring any permissions etc or for the dues of any authority established by law.
9. There is a Sales Tax liability amounting to Rs.20,01,999/-. The same is to borne by the Auction Purchaser
10. A Bidder/ Purchaser can inspect the above property on **30/03/2017 (Thursday)** between 11.00 hrs to 15.30 hrs.
11. The successful tenderer would be required to bear all the necessary expenses like stamp duty, registration, expenses, tax liabilities etc, if any for transfer of secured asset
12. Auction sale / bidding would be only through "Online Electronic Bidding" process through the website <https://sasf.auctiontiger.net>
13. Intending bidders should hold a valid email address and register their names at portal <https://sasf.auctiontiger.net> and get their User ID and password free of cost from M/s E-Procurement Technologies Ltd. (ETL), whereupon they would be allowed to participate in online e-auction.
14. Prospective bidders may avail online training on E-Auction from M/s E-Procurement Technologies Ltd,-Auction Tiger, Ahmedabad [Help Line Nos. : 079-40230 841/844/813/814/815/816/817/818/819/820
15. Contact Persons: Mr. Tilak Maratha, Mobile No.09067799646 E-mail: tilak@auctiontiger.net, Mr. Vijay Shetty, Mobile No. 09619002431 E-mail: vijay.shetty@auctiontiger.net,
16. The Tender documents can be downloaded from SASF's website www.sasftrust.com. and service provider website <https://sasf.auctiontiger.net> **from 16/03/2017 to 20/4/2017**. The tender document can also be obtained from AO at IDBI Tower, 5th Floor, Cuffe Parade, Mumbai-400 005.

**STATUTORY 30 DAYS NOTICE UNDER RULE 6(2),8(6) & 9(1) OF THE
SARFAESI ACT**

The borrower/guarantors are hereby notified to pay the sum as mentioned above along with upto date interest and ancillary expenses before auction, failing which the property will be auctioned/sold and balance dues if any will be recovered with interest and cost.

Sd/-
Authorised Officer
Ph: 022 -6655 2297
ss.abhyankar@idbi.co.in

Date:16.03.2017
Place: Mumbai

2. POSSESSION NOTICE PUBLISHED IN THE NEWSPAPER

SASF **STRESSED ASSETS STABILIZATION FUND (SASF)**
9th Floor, IDBI Tower, WTC Complex, Cuffe Parade,
Mumbai 400 005. www.sasftrust.com

POSSESSION NOTICE

Whereas the undersigned being the Authorised Officer of Stressed Assets Stabilization Fund (SASF) (Assignee of Industrial Development Bank of India) under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under section 13(12) read with rule 3 of the Security Interest (Enforcement) Rules, 2002 issued demand notice dated October 28, 2009 under section 13 (2) of the said Act calling upon **M/s. Bard & Beaver Chemicals Ltd.** ("the Borrower"), having Registered Office at 154, IDA Mallapur, Nacharam, Hyderabad 500 076 to repay the amount mentioned in the said notice being **₹ 15,25,19,388/- (Rupees fifteen crore, twenty five lakh, nineteen thousand, three hundred and eighty eight only), together with further interest thereon with effect from July 1, 2009** at the contractual rates upon the footing of compound interest, until payment / realization; within 60 days from the date of the said notice. The Borrower having failed to repay the amount to SASF, notice is hereby given to the Borrower and to the public in general that the undersigned has taken symbolic possession of the property described herein below in exercise of powers conferred on him under Section 13 (4) of the said Act read with the Rule 8 of the said Rules on this 17th day of June, 2011 from the Borrower.

The Borrower in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of **Stressed Assets Stabilization Fund**, for an amount of **₹ 15, 25,19,388/- (Rupees fifteen crore, twenty five lakh, nineteen thousand, three hundred and eighty eight only), together with further interest thereon with effect from July 1, 2009.**

DESCRIPTION OF PROPERTY

All those piece and parcel of land admeasuring 2474.30 sq mtrs comprised in plot No 154 and survey No 125 (part) situate at IDA Mallapur, Mandal Uppal, Dist. Rangareddy in the State of Andhra Pradesh together with all the buildings and structures thereon and plant and machinery attached to the earth or anything attached to the earth or permanently fastened to anything attached to the earth.

Date: June 17, 2011
Place: Mallapur

(V.Srinivasa Rao)
Authorised Officer

3. INTRODUCTION

1. The Government of India vide Trust Deed dated September 24, 2004 has set up a Trust under the name of “Stressed Assets Stabilization Fund” (SASF). SASF is having its Principal Office at IDBI Tower, 5th Floor, Cuffe Parade, Mumbai-400 005. Pursuant to the Transfer Deed dated September 30, 2004, Industrial Development Bank of India (IDBI) have, inter alia, assigned / transferred to SASF the financial assistance granted by them to **M/s. BARD & BEAVER CHEMICALS LTD.**, the Borrower, together with all under lying securities and all rights in respect thereof, for valuable consideration to SASF. Thus, SASF has the absolute right, title, interest and authority to recover all the monies owned by the Borrower to IDBI and to enforce the securities created by the Borrower in favour of IDBI. Therefore, for all the practical purposes, SASF would be treated as if it has stepped into the shoes of IDBI.

2. SASF issued a notice dated October 28, 2009 under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as “the SARFAESI Act”) calling upon M/s. Bard & Beaver Chemicals Ltd, Plot No 154, Sy. No 125 (part) IDA Mallapur, Mandal Uppal Dist. Rangareddy, Hyderabad, Telangana State (hereinafter referred to as 'the Borrower’) and having its Unit situate at Plot No 154, Sy. No 125 (part) IDA Mallapur, Mandal Uppal Dist. Rangareddy, Hyderabad, Telangana State, to repay the amount mentioned in the said notice aggregating to Rs.15,25,19,388/- (Rupees Fifteen Crore Twenty Five Lakh, Nineteen Thousand, Three Hundred and Eighty Eight only) as on July 1, 2009, together with further interest and other expenses/costs thereon from July 1, 2009 at the contractual rates upon the footing of compound interest, until payment / realization; within 60 days from the date of the said notice. Though the Borrower / Mortgagor received the said notice, they failed to discharge their liabilities in full.

3. M/s. Bard & Beaver Chemicals Ltd. had created mortgage on the immovable properties (more particularly mentioned in page No 8) put up for sale, which was secured for financial assistance / loans availed from IDBI. The immovable properties are collectively referred to as the ‘Secured Assets’.

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4. SASF is the secured creditor and SASF has, in terms of section 13(4) of the SARFAESI Act read with Rule 9 of SARFAESI Rules took symbolic possession of the assets on June 17, 2011 and physical possession on October 10, 2011.

5. SASF (Secured Creditor) has first charge on immovable properties of the Borrower. The total dues of SASF as on Record date i.e. July 1, 2009 is as given below:

(Rs lakh)

Institution/ Bank	Total overdues
SASF	1525

6. The Authorised Officer (AO) of SASF took symbolic possession of the Secured Assets lying and situated at Plot No 154, Sy. No 125(part) IDA Mallapur, Mandal Uppal Dist. Rangareddy in the state of Telangana, on June 17, 2011 in the presence of Witnesses/Panchs, valuer appointed for the purpose of taking inventory of Secured Assets and valuation thereof, besides other officials of SASF after complying with the due procedure established by law. The AO after taking possession of the Secured Assets caused the inventory of the Secured Assets prepared by the valuers. The AO published the symbolic possession notice in the newspapers as required under the SARFAESI Act. The AO has also engaged the services of a security agency to protect and guard the Secured Assets located at the aforesaid site. The AO has taken physical possession of the Secured Assets on October 10, 2011. The details of immovable properties of the Borrower put on sale are mentioned in page nos. 8 in the Tender Document.

Brief Description of the Immovable properties

A. Immovable Properties of the Unit situated at Plot No.154,Sy. No.125(part) IDA Mallapur, Village Mallapur, Mandal Uppal, District Rangareddy in the state of Telangana.

All those piece and parcels of industrial land bearing Plot No.154,Sy. No. 12 5(part) IDA Mallapur, Village Mallapur, Mandal Uppal, District Rangareddy, Hyderabad, Telangana State, admeasuring about 2474.30 sq. mtrs or 2959.26 Sq.Yds thereon together with building thereon.

5. PRINCIPAL OUTSTANDING OF THE SECURED CREDITORS

The Secured Assets proposed to be sold are charged to SASF for the financial assistance / loans granted by them. The status of the amount is as under:

Total overdues of the Secured Creditor as on record date i.e July 1, 2009.

(Rs lakh)

Institution/ Bank	Total overdues position
SASF	1525

6. RESERVE PRICE

The reserve price fixed for immovable assets is given hereunder:

(Rs lakh)

	Item	Reserve Price
1	Land & Building	412.12

Terms and Conditions

1. The Authorized Officer (AO) exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 is selling the Secured Assets mentioned in page No(s) 8 herein and the same are being sold free from charges and encumbrances of only the Secured Creditors, mentioned at page 9.

2. The Tender document can be obtained from 16-03-2017 to 20-04-2017 at IDBI Tower 5th Floor WTC Complex, Cuffe Parade Mumbai-400 005. The Tender Document can also be downloaded from SASF Website www.sasfrust.com and <https://sasf.auctiontiger.net> during the period.

3. The reserve price for immovable properties i.e. land and building (All those piece and parcels of land situate at Plot No 154, Sy. No 125 (part) IDA Mallapur, Mandal Uppal Dist Rangareddy, Hyderabad, Telangana State, admeasuring 2474.30 Sq. mtrs) is Rs.412.12 Lakh.

4. The interested buyers can inspect the Secured Assets, which are on sale, between 1100 hours to 1500 hours at their own cost on 30/3/2017 in the presence of a representative of the Authorised Officer (AO) available at the site to facilitate the inspection. The interested buyers can inspect the documents regarding the charged assets at their own cost on any day with prior appointment in the presence of a representative of AO.

5. Submission of Tender/Offer

- The Bidder shall complete in all respects the Offer form(s) annexed to the Tender Document, and furnish the information called for therein and shall sign at relevant pages in the Tender Documents. Offers received for sale and / or accepted are not transferable.
- The Formats for submission of Profile of the bidder are given in Annexures of this Tender Document.

Bidders may fill in only the form relevant to them.

6. The Tender/Offer shall be signed by a person or persons duly authorized by the Bidder with the signature duly attested.

7. Auction sale / bidding would be only through “Online Electronic Bidding” process through the

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website <https://sasf.auctiontiger.net> Intending bidders should hold a valid email address and register their names at portal <https://sasf.auctiontiger.net> and get their User ID and password free of cost from M/s E-Procurement Technologies Ltd. (ETL), whereupon they would be allowed to participate in online e-auction.

8. The Tender/Offer form shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto.

9. The interested buyers may submit Bid forms and KYC Documents online through <https://sasf.auctiontiger.net> or submit hard copy to the AO, Smt Sneha Abhyankar, Deputy General Manager, SASF, 5th floor, IDBI Tower , WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 so as to reach her not later than 15:00 hours on **20.04.2017**. If Bid forms and KYC Documents are submitted online <https://sasf.auctiontiger.net>, the hard copies of the Bid Form and KYC Documents have to be submitted to AO, SASF on or before **20.04.2017** by 15:00 hrs. The participants /intending purchasers are necessarily required to submit following documents / papers:

- Bid Form duly signed & filled up.
- Self-Attested copy of Pan Card
- Self-Attested valid residential proof (Voter Id card, Passport copy, Ration card, telephone bill, electric bill - any one)
- Self-Attested valid e mail id and mobile no.
- Sealed cover containing a Demand Draft (DD) for EMD as indicated in the sale advertisement, drawn in favour of 'Stressed Assets Stabilization Fund' payable at Mumbai as Earnest Money Deposit (EMD).

10. Bidders who prefer to submit the EMD by way RTGS, may remit the EMD amount in favour of Stressed Assets Stabilization Fund, Account No. 126102000000055, IFSC code - IBKL0001001, Bank name & Address: IDBI Bank Ltd. BKC, Mumbai 400 051, Such bidders must indicate RTGS UTR No., Amount remitted and date in the appropriate space in the Bid Forms along with KYC Documents. Also a confirmation mail should be sent immediately alongwith all the details to ss.abhyankar@idbi.co.in and aa.gokhale@idbi.co.in

11. Only those bidders will be permitted to participate in these -auction whose Tender/ Offer /Bid Document is complete in every respect and whose Demand Draft/Pay Order for EMD is found to be in order and /or remittance by way of RTGS proceeds is credited into the account indicated well before the last EMD and KYC submission date. SASF does not take any responsibility and will not entertain any complaint for any delay in transfer of funds by way of electronic mode. Form of Tender /Offer/ Bid, if found incomplete in any respect, shall be liable for outright

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rejection. Bidders whose forms are found to be in order together with the EMD, will be intimated by e-mail and through mobile.

12.Registration with E-Auction Service Provider

The user id and password will be sent directly to the registered participants / intending purchasers whose Bid Document is complete in every respect and whose Demand Draft/Pay Order for EMD is found to be in order and /or remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time.After receiving the user id / password, in case any bidders feel the need for training / e – auction support, such bidders may contact M/s E-Procurement Technologies Ltd,-Auction Tiger, Ahmedabad [Help Line Nos. : 079-40230 841/844/813/814/815/816/817/818/819/820.

13. Contact Persons: Mr. Tilak Maratha, Mobile No.09067799646 E-mail: tilak@auctiontiger.net, Mr. Vijay Shetty, Mobile No. 09619002431 E-mail: vijay.shetty@auctiontiger.net .

14. SASF/ AO / e-auction service provider will not be responsible for any error occurred due to power failure / computer hardware or software error / network error etc. at the time of e-auction.

The e- auction day : 25th April 2017.

The e –auction Time: 10:30 hrs. To 13:00 hrs.

The Auction will be held on 25th April 2017 from 10.30 hrs. To 13.00 hrs. with unlimited extension of 5 mins each, on e-auction platform at website: <https://sasf.auctiontiger.net>. In case no further valid bids are received during the extended period, the last highest bid received would be treated as the successful bid and auction would be treated as closed/terminated.

15..Increase in Bid Amount :

It may be noted that increase in bid amount, if any, during the e-auction period shall be made as under.

In multiples of Rs.1,00,000/- . Increase in bid amount below the said Rs.1,00,000/- will be rejected. First bid should be of at least equal to Reserve Price or increment(s) over the Reserve Price in multiples as above. In the event of no increase in bid amount by any of the bidders above the reserve price, the tenderer who has made the first online bid in the system will be declared as successful.

16. The AO reserves his right to retain the EMD of top three tenderers up to three months from the date of e-auction and the EMD will not carry any interest. The EMD of other tenderers will be returned within 7 working days.

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17. The successful tenderer will be informed in writing about the decision of Secured Creditor by AO as expeditiously as possible and will be required to deposit 25% of the sale price by way of RTGS in favour of Stressed Assets Stabilisation Fund, Account No. 12610200000055, IFSC code - IBKL0001001, Bank name & Address: IDBI Bank Ltd., BKC, Mumbai 400 051, after confirmation of sale. The balance 75% of the sale price shall have to be paid within 15 days from the date of intimation of acceptance of the bid/s or such extended period as may be agreed upon in writing as per the directions of AO

18. In case, the successful tenderer fails to deposit the 25% of the sale price, the AO shall forfeit the EMD and the amount deposited, if any, and if the successful tenderer fails to deposit the balance sale price, in full, then he/she shall forfeit the EMD and the amount so deposited.

19. In the event of highest tenderer failing to comply with the payment terms, The AO reserves the right to sell the Secured Assets to the second / third highest bidder in the above manner, who shall also be treated as the successful bidder

20. The defaulting purchaser (earlier successful tenderer) shall forfeit all claims to the Secured Assets or to any part of the sum for which it may be subsequently sold.

21. On confirmation of sale and upon the terms of payment have been complied with, the AO exercising the power of sale shall issue a certificate of sale of the immovable properties in favour of the purchaser in terms of the Security Interest (Enforcement) Rules, 2002. The formats are attached to this document.

22. The possession of the immovable properties shall be handed over to the successful Tenderer on receipt of the entire purchase consideration

23.. The successful Bidder shall, after making full payment of sale price within 15 days of acceptance of bid/offer or such extended period as may be granted by the AO at his/her sole and absolute discretion, arrange to take possession of the Secured Assets immediately thereafter. It is explicitly stated that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the Secured Assets. In case the successful bidder fails to take possession of the secured assets as stated above, the AO reserves the right to revoke the sale confirmed in his/her favour, the entire amount paid shall be forfeited by the successful bidder and the AO may go for re-bidding or sell the secured assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty. 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.

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24. All statutory liabilities / taxes / maintenance fee / electricity / water charges, etc. outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder. It is expressly made clear that the AO / Bank does not take any responsibility to provide information on the same.

25. The sale of Secured Assets is on "as is where is" basis and "as is what is" basis and "whatever there is" basis and "no recourse" basis. The description of immovable properties is based on the mortgages created by the Borrower with the lender / secured creditor and the representations made by them. The AO does not take any responsibility for any shortfall of the immovable properties or for procuring any permissions, etc. or for the dues of any authority established by law. The interested buyers may carry out their own due diligence. They may also verify at their own cost and in their own interest the area of land and any other relevant information before submitting the tenders. They may inspect the records relating to the mortgage available with the AO on request. The AO/Secured Creditor shall not be responsible for any discrepancy or shortfall in the Secured Assets.

26. The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, transfer of leasehold rights etc. for transfer of Secured Assets in his/her name or nominees, at the discretion of AO. It is expressly stipulated that there are no implied obligations on the part of the AO or the secured lenders and it shall be solely the obligation of the Bidder, at his/her cost, to do all acts, things and deeds whatsoever for the completion of the sale including payment of all statutory liabilities / housing society tax / maintenance fee / electricity / water charges etc., outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder to get the assets transferred in his /her/their name. SASF does not take any responsibility to provide information on the same. The purchaser of the immovable assets has to discharge the tax liabilities, if any, without seeking any reimbursement from SASF.

27. The Bidder shall not be entitled to receive re-imburement of any expenses which may have been incurred in preparation of the Bid 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 purchase of the assets under reference.

30. The submission of the Bid/Offer means and implies that the Bidder/Offerer has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Bid/Offer laid down herein.

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29. The AO will be at liberty to amend / modify / delete / drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances and also to withhold/defer/withdraw the auction without assigning any reason at any time during the process of the sale.

30. The entire procedure of e – auction, the sequence of inter-se bidding etc. shall be at the sole and absolute discretion of the AO and the intending bidders shall have no right whatsoever to object to the same

31. A bidder shall be deemed to have full knowledge of the relevant documents, Secured Assets etc. whether he/she inspects or visits or not.

32. The AO reserves the right to accept or reject any or all bids / tenders without assigning any reasons. In case, all the tenders are rejected, AO at his sole and absolute discretion reserves the right to go for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders or other parties for sale of the Secured Assets by private treaty and the bidders will have no right to object to the same.

33. In the event the said sale in favour of the bidder not being confirmed by AO, 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 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 costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her.

34. Notwithstanding anything stated elsewhere in this Tender Document, the AO reserves the right to call off the sale process at any point of time without assigning any reasons

35. All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Mumbai alone shall have jurisdiction to entertain /adjudicate such disputes.

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Annexures

Annexure I: Format for submission of profile of the bidder –Individual

For purchase of immovable assets (secured assets) i.e. Land & Building of M/s Bard and Beaver Chemicals Limited

<i>(To be filled and submitted by the Bidder/Offerer)</i>		
1	a) Full Name of the Bidder/Offerer <i>(in Block letters)</i>	:
	b) Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:
	c) Mobile Nos.	:
	d) E-mail ID	:
	e) Income tax PAN No. (attested copy of PAN card to be attached)	:
2	Brief particulars of business (if any)	:
3	Relationship, if any, the Bidder/Offerer has with any employee of IDBI Bank Ltd.	:
4	Name and particulars of the Company/Firm/Person in whose name the Secured Assets/property are to be purchased	:
5	Details of Earnest Money Deposit (EMD)	: For land & building
	i) Demand Draft No. / Pay Order No.	:
	ii) Date of Demand Draft / Pay Order	:
	iii) Name of the issuing Bank and Branch	:
Bidders who prefers to submit the EMD by way RTGS, must indicate RTGS UTR No., Amount remitted and date.		
	RTGS UTR NO.	:
	Amount remitted	: For land & building =
	Date	:
7	Income Tax Permanent Account Number(s) (PAN) of Bidder /Offerer	:
<p>* Each and every information and documents to be submitted is mandatory. I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.</p> <p>Place : _____ Signature of the of the Bidder/ duly authorized official Date : _____</p>		

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Annexure II: FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

COMPANY/ PARTNERSHIP/ PROPRIETORSHIP

For purchase of secured assets of M/s Bard and Beaver Chemicals Limited

(To be filled and submitted by the Bidder/Offerer)

1.	a) Name of the Company/ Firm/ Party <i>(in Block letters)</i>	
	b) Complete Registered Address	
	c) Complete Correspondence Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	
2.	Date of Incorporation	
3.	Constitution (Private/Public/Joint)	
4.	Name of Chairman	
5.	Name of Managing Director / Partners	
6.	Board of Directors	a)
		b)
		c)
		d)
		e)
		f)
7.	Income tax PAN No. (attested copy of PAN card of the company to be attached)	
8.	Date of Last Income Tax Return (Enclose copy of last 3 years' Income Tax clearance certificate)	
9	a) Full Name of the Authorised Person to carry out e-auction on behalf of the company/firm /party <i>(in Block letters)</i> (Original Authorised letter to be attached to carry out the e-auction process)	:
	b) Complete Postal Address of the Authorise person with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:
	c) Mobile Nos.	
	d) E-mail ID	
10	Designation of the Authorised Person	:
11	Relationship, if any, the Bidder/Offerer has with any employee of SASF	:
	RTGS UTR No.	
	Amount remitted	
	Date	
13	Details of Earnest Money	For land & building =

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Bard and Beaver Chemicals Limited

	Deposit (EMD)	
	<i>i)</i> Demand Draft No. / Pay Order No.	:
	<i>ii)</i> Date of Demand Draft / Pay Order	:
	<i>iii)</i> Name of the issuing Bank and Branch	:
	Bidders who prefers to submit the EMD by way RTGS, must indicate RTGS UTR No., Amount remitted and date.	
	RTGS UTR No.	
	Amount Remitted	For land & building =
	Date	
14	Income Tax Permanent Account Number(s) (PAN) of the Authorised person	:

* Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

All authorizations should be annexed to this form.

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Annexure III (DECLARATION BY THE BIDDER)

(ON STAMP PAPER OF RS.100/-)

FORM OF BID/OFFER

(Note: This Annexure forms part of the Bid/Offer)

To,
Smt. Sneha Abhyankar ,
Authorised Officer,
Stressed Assets Stabilisation Fund
IDBI Tower, 5th Floor,
WTC Complex,
Cuffe Parade,
Mumbai 400 005

Sir,

Sale of Secured Assets of Bard and Beaver Chemicals Limited

1	Having fully examined and understood the terms and conditions of the Tender 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 Tender/Offer Document.
2	<p>I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Tender/Offer and acquire the Secured Asset/property. Should 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.</p> <p>I/We further understand that if my/our Bid/Offer is accepted, should I/we fail to deposit the balance amount of 75% of the sale consideration (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.</p> <p>I/We further understand that if my/our Bid/Offer is accepted, after making full payment of the sale price within 15 days of acceptance of bid/offer or such extended period as may be granted by the AO at her sole and absolute discretion, I/we shall arrange to take possession of the secured assets immediately thereafter. 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 the secured assets. We further understand 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 the entire amount paid be forfeited by me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.</p>
3	<p>I/We further declare that I/We intend to purchase the Secured Assets of Plot No 154, survey No 125 (Part) IDA Mallapur Village, Uppal Mandal, Dist Rangareddy Hyderabad, Telangana State from the Authorised Officer (AO) for our own use / business and that the information revealed by me / us in the Tender document is true and correct to the best of my / our belief</p>

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4	I/We clearly understand and accept that the Authorised Officer or the secured lenders do not take or assume any responsibility for any dues, statutory or otherwise, Bard and Beaver Chemicals Limited, including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by me/us in case my/our Bid/offer is accepted.
5	I/We understand that you are not bound to accept the highest or any Bid/Offer you may receive. Further, I/we will not raise any objection in case the Authorised Officer goes for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty.
6	I/We understand that time is the essence for completing the acquisition formalities of the Secured Assets/property and I/we agree and undertake to abide by it.
7	I/We also enclose a Demand Draft/Pay Order of value Rs. ----- lakh (Rupees ----lakh only) towards Earnest Money Deposit (EMD) in the name of "Stressed Assets Stabilisation Fund" payable at Mumbai Or I/ We have remitted Rs.---- lakh (Rupees ---- lakh only) towards Earnest Money Deposit (EMD) to SASF by way of RTGS amount in favour of Stressed Assets Stabilization Fund, Account No. 126102000000055 , IFSC code - IBKL0001001, Bank name & Address: IDBI Bank Ltd., BKC, Mumbai 400 051,
8	We understand that the EMD will not carry any interest.
9	We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Tender/Offer document can be summarily rejected.

Place:

Dated ...__ day of _____ 2016

Signature in the capacity of.....

Duly authorized to sign Bid/Offer for and on behalf of

(Name and address of the Bidder/Offerer)
(IN BLOCK CAPITALS)

WITNESS:

Signature :

Name & Address :

Occupation :

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**Annexure IV: Earnest Money Deposit for purchase of immovable
of
Bard and Beaver Chemicals Limited .**

Name and particulars of the Tenderer :

Tenderer's Permanent Account Number :
(PAN)

Earnest Money Deposit for - : Rs

Plot No 154, survey No 125 (Part) IDA
Mallapur Village, Uppal Mandal, Dist
Rangareddy, Hyderabad, Telangana State

Name and particulars of the person in whose name the assets are to be purchased.

Particulars of DDs and cheques:

I have read the terms and conditions of the Tender and have perused the relevant paper and have carried out my own due diligence. In case any information is found to be incorrect, I shall not hold AO or SASF responsible for the same and shall not have any claim against them.

Date: _____

Place: _____

Signature of the duly authorized official of the Tenderer.

(On Rs. 100/-Stamp Paper)/Company's Letter Head

DECLARATION

To
Smt Sneha Abhyankar ,
Authorised Officer,
Deputy General Manager,
Stressed Assets Stabilization Fund,
5th Floor, IDBI Tower, Cuffe Parade,
Mumbai – 400 005.

Date:

I/We, the Tenderer/s aforesaid do hereby state that, I/We have read the entire terms & conditions of the Tender document and advertisement and understood them fully and have carried out our own due diligence. I/We, hereby unconditionally agree to conform with and to be bound by the said conditions. I/We further declare that I/We intend to purchase the Secured Assets of M/s Bard & Beaver Chemicals Ltd at Plot No 154, Sy. No 125(part) IDA Mallapur, Mandal Uppal Dist. Rangareddy, in the state of Telangana, from the Authorised Officer (AO) for our own use / business and that the information revealed by me / us in the Tender document is true and correct to the best of my / our belief. I / We agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the Tender submitted by me / us is liable to be cancelled and the AO is at liberty to annul the offer made to me. In case our Tender for purchase of Secured Assets is accepted by the AO of the Stressed Assets Stabilization Fund (SASF) and I / We fail to accept the terms & conditions of the sale or am / are not able to complete the transaction within the specified period for any reason whatsoever and/or fail to fulfill any / all the terms & conditions of the Tender documents and the Earnest Money Deposit and any other monies paid by me/us are liable to be forfeited by the AO of SASF and that SASF has also a right to proceed against me/us for specific performance of the contract.

Yours faithfully,

(M/s.)

Signature of Tenderer

Name of Tenderer :
Address Office :
Residence :
Tel.No. Office & Res. :
Fax No. :
E-Mail address :
Mobile No. :

**SALE CERTIFICATE
(FOR IMMOVABLE PROPERTIES)**

Whereas

The undersigned being the authorised officer of the Stressed Assets Stabilization Fund, 5th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 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 12 of section 13 read with rule 9 of the Security Interest (Enforcement) Rules, 2002 has in consideration of payment of Rs. _____ (Rupees _____) sold by Stressed Assets Stabilization Fund [hereinafter referred to as "the Secured Creditor" in favour of _____ (purchaser), the immovable property shown in the schedule herein below secured in favour of the Secured Creditor by **M/s.Bard & Beaver Chemicals Ltd.** a company registered under the Companies Act, 1956 having its registered office at Plot No 154, Sy. No 125 (part) IDA Mallapur, Madal Uppal Dist Rangareddy, in the state of Telangana and towards the financial facilities as indicated below

The total overdues outstanding amount as on July 1, 2009 of -

Name of the Institution/Bank	Amount (Rs lakh)
Stressed Assets Stabilisation Fund (SASF)-	1525

extended by the Secured Creditor. The undersigned acknowledge the receipt of the sale price of Rs. _____ (Rupees _____ only) in full and has handed over the delivery and possession of the schedule property. The sale of the scheduled property was made free from all encumbrances of the Secured Creditor on receipt of the full sale consideration.

Description of the Immovable properties:

M/s.Bard & Beaver Chemicals Ltd. Plot No 154, Sy. No 125 (part) IDA Mallapur, Mandal Uppal Dist Rangareddy, in the state of Telangana

Sd/
(Sneha Abhyankar)
Authorised Officer
Stressed Assets Stabilization Fund

Date :
Place : Mumbai