



STRESSED ASSETS STABILISATION FUND (SASF)

The Authorized Officer (AO)

of

Stressed Assets Stabilization Fund (SASF)

5th Floor, IDBI Tower,

WTC Complex, Cuffe Parade

Mumbai - 400005.

www.sasftrust.com

BID DOCUMENT

For

Sale of Assets

of Pasupati Fabrics Ltd

located at

Land admeasuring 80.86 acres situated at Nangla Hasanpur and Navipur, Tehsil Chatta, District Mathura, Uttar Pradesh together with buildings, Stocks and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, Misc. Fixed Assets/Stock.

Sale Under the provisions of

The Securitization 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 5TH FLOOR, IDBI TOWER, WTC COMPLEX, CUFFE PARADE, MUMBAI – 400 005 www.sasftrust.com		
<u>PUBLIC NOTICE FOR SALE THROUGH E- AUCTION OF IMMOVABLE AND MOVABLE ASSETS OF</u> <u>M/s Pasupati Fabrics Ltd (“THE BORROWER”)</u>			
<p>The undersigned being the Authorized Officer (AO) of SASF invites bids/offers for sale of the following assets of M/s Pasupati Fabrics Ltd under the provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the Act) read with the Security Interest (Enforcement) Rules, 2002, possession of which was taken by the Authorized Officer (AO) of SASF on 16.08.2016 & 03.03.2017.</p> <p>Notice under rule 6(2), 8(6) & 9(1) of Security Interest (Enforcement) Rules, 2002 was issued to the Borrower vide letter dated 17.04.2017 to pay the outstanding amount of Rs.341,86,50,472/- (Rupees Three Forty One Crore Eighty Six Lakh Fifty Thousand and Four Hundred Seventy Two Only) as on 01.06.2007 together with interest with effect from 02.06.2007 within 30 days . As the borrower failed to pay the dues, the AO proposes to sell the assets and is issuing this notice.</p>			
Dues of other lenders			(Rs. Lakh)
S.no	Name of Bank	Amount	
1	State Bank of India	Rs.34414 Lakh (As on 30.09.2010) plus interest thereon	
2	UCO Bank	Rs.2275.51 Lakh (As on June 01, 2017) plus interest thereon	
3	State Bank of Bikaner & Jaipur	Not Available	
Description			Reserve Price (Rs.lakh)
EMD (Rs.lakh)			
Lot: 1 (Land & Building, Plant & Machinery & Stocks) :			
All that pieces and parcels of Land admeasuring 80.86 acres situated at Nangla Hasanpur and Navipur, Tehsil Chata, District Mathura, Uttar Pradesh together with buildings, structures, Stocks and plant and machinery.			8732.30
			875.00
Lot: 2 Plant & Machinery and other items			
Plant & Machinery			4001.33
			400.00
Lot: 3 Stocks:			
Stocks			235.40
			25.00
<u>Gist of terms & conditions of Bid Document :</u>			
<ol style="list-style-type: none"> Sale is strictly subject to the terms & conditions given in this advertisement and in “Bid Document”. Bid document can be obtained from office of SASF on all working days between 11 am – 4 pm or downloaded from website www.sasftrust.com and www.idbi.com available from 24.08.2017 upto 25.09.2017. Auction sale / bidding would be only through “e-auction” process through the website www.bankeauction.com Interested parties can inspect the properties at site on 15.09.2017 & 16.09.2017 between 11.00 A.M. to 4.00 P.M with prior appointment of SASF. E-Auction shall be conducted on 26.09.2017 between 11.00 hrs to 13.00 hrs with unlimited extension of 5 Minutes each. The sale of Secured Assets is on “as is where is basis”, “as is what is basis”, “whatever there is basis” and “no recourse basis” for and on behalf of SASF. The AO does not take any responsibility for any shortfall of the movable/ immovable properties or for procuring any permissions etc., or for the dues of any authority established by law. Interested parties may contact the undersigned on 022-66552232 & Shri Ambuj Agnihotri (T) 022-66552714 & (M) 9953323228. For detailed procedure, terms and condition of the auction process, intending bidders may refer bid document Last date of submission of bid is 25.09.2017. 			

Date: 24.08.2017

Place : Mumbai

sd/-
Authorized Officer,
SASF

The above notice is published in the following newspapers on 24.08.2017.

- Times of India (English)
- Amar Ujala (Hindi)

Possession Notice dated 16.08.2016 of Factory Land, Building, Plant & Machinery and Stocks

APPENDIX IV
[RULE 8(1)]
POSSESSION NOTICE
(FOR IMMOVABLE PROPERTY)

Whereas

The undersigned being the Authorised Officer of Stressed Assets Stabilization Fund (SASF) under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) and in exercise of the powers conferred under Section 13(12) of SARFAESI Act read with Rule 3 of Security Interest (Enforcement) Rules, 2002 (the Rules) issued a demand notice dated 29.06.2007 calling upon Pasupati Fabrics Ltd (the Borrower) to repay the amount mentioned in the notice being Rs.341,86,50,472/- (Rupees Three Forty One Crore, Eighty Six Lakh Fifty Thousand and Four Hundred Seventy Two Only) as on 01.06.2007 with further interest thereon within 60 days from the date of the receipt of the said notice.

The borrower having failed to repay the amount, notice is hereby given to the borrower and the public in general that the undersigned has taken possession of the property described herein below, in exercise of powers conferred on her under sub-section (4) of section 13 of Act read with rule 8 of the Security Interest (Enforcement) Rules, 2002 on this the 16th day of August 2016, pursuant to the direction of ADM Mathura dated July 22, 2016 under section 14 of SARFAESI Act 2002.

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 SASF for an amount of Rs.341,86,50,472/- (Rupees Three Forty One Crore, Eighty Six Lakh Fifty Thousand and Four Hundred Seventy Two Only) as on 01.06.2007 and interest thereon.

Description of the Property

All the pieces and parcels of land admeasuring 80.86 acres covered by several Khasra No. as mentioned and laid out in map annexed to lease deed dated September 01, 1994 spreading over village Nangla Hasanpur and Navipur, Tesil Chatta, District Mathura in the state of Uttar Pradesh together with the building and other structures fixed plant and machinery, fixture and fittings, constructed, erected or installed thereon or to be constructed, erected or installed there on.

(S.C Mathur)
Authorised Officer
Stressed Assets Stabilization Fund

Place: Tehsil Chatta, District Mathura

Date: 16.08.2016.

Possession Notice dated 03.03.2017 of Workers quarter

APPENDIX IV
[RULE 8(1)]
POSSESSION NOTICE
(FOR IMMOVABLE PROPERTY)

Whereas

The undersigned being the Authorised Officer of Stressed Assets Stabilization Fund (SASF) under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) and in exercise of the powers conferred under Section 13(12) of SARFAESI Act read with Rule 3 of Security Interest (Enforcement) Rules, 2002 (the Rules) issued a demand notice dated 29.06.2007 calling upon Pasupati Fabrics Ltd (the Borrower) to repay the amount mentioned in the notice being Rs.341,86,50,472/- (Rupees Three Forty One Crore, Eighty Six Lakh Fifty Thousand and Four Hundred Seventy Two Only) as on 01.06.2007 with further interest thereon within 60 days from the date of the receipt of the said notice.

The borrower having failed to repay the amount, notice is hereby given to the borrower and the public in general that the undersigned has taken possession of the property described herein below, in exercise of powers conferred on her under sub-section (4) of section 13 of Act read with rule 8 of the Security Interest (Enforcement) Rules, 2002 on this the 3rd day of March of the year 2017.

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 SASF for an amount of Rs.341,86,50,472/- (Rupees Three Forty One Crore, Eighty Six Lakh Fifty Thousand and Four Hundred Seventy Two Only) as on 01.06.2007 and interest thereon.

The borrower's attention is invited to provisions of sub section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.

DESCRIPTION OF THE PROPERTY

All the pieces and parcels of land admeasuring 80.86 acres covered by several Khasra No. as mentioned and laid out in map annexed to lease deed dated September 01, 1994 spreading over village Nangla Hasanpur and Navipur, Tesil Chatta, District Mathura in the state of Uttar Pradesh (except factory land & building, Plant & Machinery whose possession was taken on 16.08.2016) together with the building and other structure, Movable & other assets.

Bounded:

On the North by:

On the South by:

As per Lease Deed

On the East by:

On the West by:

(Meena Chandrasekhar)
Authorised Officer
Stressed Assets Stabilization Fund

Date: 03.03.2017.

Place: Tehsil Chatta, District Mathura

1. 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 Pasupati Fabrics Ltd (PFL) 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 29.06.2007 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 Pasupati Fabrics Ltd. (hereinafter referred to as 'the Borrower’), a Company registered under the Companies Act, 1956 having Registered Office at Flat No.112-A, 1st Floor, Competent House, F- 14 Connaught Place, to repay the amount mentioned in the said notice aggregating Rs.341,86,50,472/- (Rupees Three Forty One Crore, Eighty Six Lakh Fifty Thousand and Four Hundred Seventy Two Only) as on 01.06.2007 with further interest thereon 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 received the said notice, they failed to discharge their liabilities in full.
3. SASF in exercise of powers conferred under Section 13 (4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) read with the Rule 8 (1) of the Security Interest (Enforcement) Rules, 2002 has taken physical possession of the secured assets of the captioned Company situated at land admeasuring 80.86 acres covered spreading over village Nangla Hasanpur and Navipur, Tesil Chatta, District Mathura in the state of Uttar Pradesh together with the plant & machinery, building and other structure, Movable & other assets on 16.08.2016 & 03.03.2017 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 published the possession notice as required under the SARFAESI Rules. After taking possession, the AO has also

engaged Concrete Security Services, the Security Agency to protect and guard the Secured Assets located at the aforesaid site.

4. M/s Pasupati Fabrics Ltd had created mortgage on the leasehold immovable properties of PFL to secure financial assistance / loans availed from IDBI. Similarly, the Borrower has created first hypothecation charge in favour of IDBI on the movable properties. Both the movable properties and the immovable properties are collectively referred to as the 'Secured Assets'.
5. SASF has more than 53% in value of the existing secured creditors viz. SASF, State Bank of India, UCO Bank and State Bank of Bikaner and Jaipur, having charge on the Secured Assets as envisaged under Section 13(9) of the SARFAESI Act. Further, State Bank of India, UCO Bank and State Bank of Bikaner and Jaipur have given consent to SASF as lead to take action under SARFAESI Act. SASF is having first charge on the secured Assets of the Borrower and UCO Bank and State Bank of Bikaner and Jaipur is having first charge on the stocks.
6. The total outstanding dues of the Secured Creditors as on 01.06.2017 (Record date), as given below is Rs.21,88,63,33,418/- together with further charges and other expenses/costs thereon.

2. BRIEF DESCRIPTION OF THE ASSETS

(a) Details of Land & Building

Sr. No.	Property Description.
1.	All that pieces and parcels of Land admeasuring 80.86 acres situated at Nangla Hasanpur and Navipur, Tehsil Chata, District Mathura, Uttar Pradesh.

(b) Details of Building

Sr. No.	Property Description.
1	Factory Buildings, Workers quarters and guest house.

(c) Details of Stocks

Sr. No.	Property Description.
1	Stocks of Raw Material, Work in progress and finished goods.

(c) Details of Plant & Machinery

Sr. No.	Property Description.
1	Plant and Machinery of spinning, weaving looms etc situated at Nangla Hasanpur and Navipur, Tehsil Chata, District Mathura, Uttar Pradesh.

3). Outstanding dues of SASF in the account of Pasupati Fabrics Ltd as on 01.06.2017.

(Amt rounded off to nearest Rs. lakh)

S.No	Scheme	Principal	Intrest & Other	Total
1	RTL	7632.40	14253.94	21886.34
	Total	7632.40	14253.94	21886.34

Total dues as on **01.06.2017**: Rs. 21886.34 Lakh + further interest and costs w.e.f. **02.06.2017** till date of payment.

4). Outstanding dues of other lenders

S.No	Bank	Outstanding
1	State Bank of India	Rs.34414 lakh as on 30.09.2010
2	UCO bank	Rs.2275.51 Lakh as on 01.06.2017
3	State Bank of Bikaner and Jaipur	Not Available

5). TERMS AND CONDITIONS

1	<p>The Authorised 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 (hereinafter referred to as "the SARFAESI Act") is selling the assets/properties mentioned at item No.2 page no.09 of the bid Document (hereinafter referred to as the 'Secured Assets').</p>																		
2	<p><u>Issue of Bid Document</u></p> <p>The Bid Document along with required forms is available from 24.08.2017 to 25.09.2017 on any working day between 11.00 am to 4.00 pm from Monday to Saturday (1st and 3rd Saturday) and can be obtained from Shri. Ambuj Agnihotri, Assistant General Manager, SASF, 5th Floor, IDBI Tower, WTC Complex, Cuffe Parde Mumbai - 400005.</p> <p>The Bid Document can also be downloaded from SASF website www.sasftrust.com and also from IDBI website (www.idbi.com) and www.bankeauctions.com the website of e-auction service provider.</p>																		
3	<p><u>Reserve Price</u></p> <p>The Reserve price for the sale of the Secured Assets is fixed as under:</p> <p><u>Lot: 1 (Land & Building, Plant & Machinery & Stocks):</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Property Details</th> <th style="text-align: center;">Reserve Price</th> <th style="text-align: center;">EMD</th> </tr> </thead> <tbody> <tr> <td>All that pieces and parcels of Land admeasuring 80.86 acres situated at Nangla Hasanpur and Navipur, Tehsil Chata, District Mathura, Uttar Pradesh together with building, Stocks and plant and machinery.</td> <td style="text-align: center;">Rs.8732.30 lakh</td> <td style="text-align: center;">Rs.875 Lakh</td> </tr> </tbody> </table> <p><u>Lot: 2 Plant & Machinery and other items:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Details</th> <th style="text-align: center;">Reserve Price</th> <th style="text-align: center;">EMD</th> </tr> </thead> <tbody> <tr> <td>Plant & Machinery</td> <td style="text-align: center;">Rs.4001.33 Lakh</td> <td style="text-align: center;">Rs.400 Lakh</td> </tr> </tbody> </table> <p><u>Lot: 3 Stocks:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Details</th> <th style="text-align: center;">Reserve Price</th> <th style="text-align: center;">EMD</th> </tr> </thead> <tbody> <tr> <td>Stocks</td> <td style="text-align: center;">Rs.235.40 Lakh</td> <td style="text-align: center;">Rs. 25 Lakh</td> </tr> </tbody> </table>	Property Details	Reserve Price	EMD	All that pieces and parcels of Land admeasuring 80.86 acres situated at Nangla Hasanpur and Navipur, Tehsil Chata, District Mathura, Uttar Pradesh together with building, Stocks and plant and machinery.	Rs.8732.30 lakh	Rs.875 Lakh	Details	Reserve Price	EMD	Plant & Machinery	Rs.4001.33 Lakh	Rs.400 Lakh	Details	Reserve Price	EMD	Stocks	Rs.235.40 Lakh	Rs. 25 Lakh
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4	<p>i. The sale of Secured Assets is on “<i>As is where is</i>”, “<i>As is what is & whatever there is</i>” and “<i>without recourse</i>” basis. The description of the immovable properties is based on the mortgages created by the Borrower with the secured lenders from time to time and the representations made by them.</p> <p>ii. AO does not take or assume any responsibility for any shortfall of the movable (Plant & Machineries, Stocks & Spares etc) and Immovable Assets or for procuring any permission, etc. or for the dues of any authority established by law. All statutory liabilities / taxes / maintenance fee / electricity / water charges etc., outstanding as on date and/or 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 AO / SASF do not take any responsibility to provide information on the same. AO / SASF does not take or assume any responsibility for any dues, statutory or otherwise of M/s Pasupati Fabrics Ltd, Late Shri Mukesh Kumar Jain, Shri Vijay Kumar Jain and Shri Ramesh Kumar Jain 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 the purchaser.</p> <p>iii. Details of encumbrances known to the secured creditor are given in the Bid Document. However, the prospective bidders are advised to satisfy themselves regarding encumbrances, if any, over the above properties.</p>
5	<p><u>Inspection of assets</u></p> <p>The interested parties may inspect the assets at their own cost on 15.09.2017 & 16.09.2017 between 11.00 am to 4.00 pm with prior appointment of SASF in the presence of a representative of the AO available at the site to facilitate the inspection.</p>
6	<p><u>Due Diligence by the Bidders</u></p> <p>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>
7	<p>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 the premises and details of movable assets and any other relevant information before submitting the Bids. It shall be presumed that the bidder has</p>

	<p>satisfied himself/herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the assets/properties and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/properties and their condition.</p>
8	<p>The Bidder shall not be entitled to receive re-imbusement of any expenses which may have been incurred in preparation of the Bid/Offer for submission and/or for carrying out due diligence, search of titles to the assets and matters incidental thereto or for any other purpose in connection with purchase of the assets under reference.</p>
9	<p><u>Submission of Bid</u></p> <p>The Bidder shall complete in all respects the Profile of the Bidder and “Declaration by the Bidder” annexed to the Bid Document, and furnish the information called for therein and shall sign and mention date on each of the documents in the space provided therein for the purpose. The Bidder shall sign each page of all the documents. Offers received for sale and / or accepted are not transferable.</p> <p>The Format for submission of “Profile of the Bidder” & “Declaration by the Bidder” are given in Annexure I & II of this Bid Documents.</p> <p>Bidders may fill in only the form relevant/applicable to them.</p>
10	<p>The Bid Documents shall be signed by a person or persons duly authorized by the Bidder with the signature duly attested.</p>
11	<p>The Bid Documents shall contain the full address, Telephone No., Fax No., e-mail-ID, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Offer.</p>
12	<p>The Bid Documents 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.</p>
13	<p><u>Last date for submission of Bid Document</u></p> <p>The interested parties may submit Bid Document duly filled and signed on each page along with EMD and other required documents to the “Smt Meena Chandrasekhar, Authorised Officer/DGM, Stressed Assets Stabilization Fund (SASF), 5th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400005”, not later than 17.00 Hrs on 25.09.2017 in a cover, which shall be super-scribed as “Bid Document and EMD : A/c Pasupati Fabrics Ltd”.</p>

	<p>The DD / PO should be drawn in favour of "SASF A/c- Pasupati Fabrics Ltd" payable at Mumbai issued by any Scheduled commercial Bank as Earnest Money Deposit (EMD).</p> <p><u>Remittance of EMD by way of RTGS</u></p> <p>Bidders who prefer to submit the EMD by way RTGS, may remit the respective EMD amount in favour of Stressed Asset Stabilization Fund (SASF), Account No. 126102000000055, IFSC Code: IBKL0001001, Branch : IDBI Tower, Mumbai. Such bidders must indicate RTGS UTR No., Amount remitted and date in the appropriate space in the Profile of the Bidder.</p>
14	<p>Only those bidders will be permitted to participate in the e -auction who's Bid Document is complete in every respect and who's 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 above, well before the cut-off time. 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 Bid, if found incomplete in any respect, shall be liable for outright rejection. Bidders, whose forms are found to be in order together with the EMD, submitted by them, will be intimated by e-mail and through mobile.</p>

15	<p><u>Registration with E-Auction Service Provider</u></p> <p>a. Participants, who are not already registered with the e-auction provider C1 India Pvt. Ltd should register themselves by following the procedure mentioned at the website: www.bankeauctions.com. The participants/intending purchasers are necessarily required to submit following documents/papers for registration to provider C1 India Pvt. Ltd.</p> <p>b. Self attested copy of Pan Card.</p> <p>c. Self Attested valid residential proof (Voter Id card, Passport copy, Ration card, telephone bill, electric bill - any one)</p> <p>d. Self attested valid e-mail id and mobile no.</p> <p>The user id and password will be then sent directly to the registered participants / intending purchasers whose Bid Document is complete in all 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 and the whose documents are complete in all the respects, alongwith further directions by the e-auction provider company, if any, for log in and participating in the auction through online process. After receiving the user-id / password, in case any bidder feels the need for training / e – auction support, such bidder may contact Mr. Ganesh Patil, Contact No. – 09821690968, E-mail Id- ganesh.patil@c1india.com.</p> <p>For queries during the live auction contact: Landline no: +91 124 4302020 /2021/2022/2023/2024 Support Mobile Nos.: +917291981124 /25 /26 Email Id- support@bankeauctions.com</p> <p>Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither SASF nor the Service provider will be responsible for any lapses (Internet failure, Power failure, etc) on the part of the vendor, in such cases. In order to ward off such contingent situation, bidders are requested to make all the necessary/alternative arrangements such as backup power supply and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully.</p>
16	<p><u>The E- Auction day: 26.09.2017 from 11.00 am to 13.00 noon.</u></p>

	<p><u>Increase in Bid Amount :</u></p> <p>It may be noted that increase in bid amount, if any, during the e-auction period shall be made as under.</p> <ul style="list-style-type: none">• In multiples of Rs.5,00,000/- (Rupees Five Lakh Only) for Land Building, Plant & Machinery.• In multiple of Rs.1,00,000/- (Rupees One Lakh Only) for Stocks. <p>Increase in bid amount below the above amount will not be accepted.</p> <p>First bid should be of at least equal to or above the Reserve Price or increment(s) in multiples as mentioned above.</p>
17	<p>Authorised Officer (AO) reserves the right to retain the EMD of top three bids upto two months from the date of auction and the amount of EMD will not carry any interest. The Bids so retained will be valid for two months from the date of auction or till further extension of time as may be approved by the AO. The EMD of other bids will be returned within 10 working days from the date of auction without interest.</p>
18	<p>To improve the amount, inter-se bidding between 3 Highest bidders may be conducted at the venue at the sole discretion of the Authorized Officer.</p>
19	<p><u>Payment of Sale Price</u></p> <p>The successful bidder would be informed in writing about the acceptance of his/her bid/offer by the AO and will be required to deposit 25% of the sale price (less the amount of EMD) on the same day or not later then next working day. intimating acceptance of his/her bid by way of crossed A/c Payee Demand Draft/Pay Order drawn in favour of "SASF.-A/c M/s Pasupati Fabrics Ltd." payable at Mumbai issued by any Scheduled Commercial Bank or by way of RTGS in favour of SASF, Account No. 126102000000055, IFSC Code: IBKL0001001, Branch : IDBI Tower, Mumbai.</p> <p>The balance amount of the sale price shall have to be paid within 15 days from the date of acceptance of his/her bid by way of crossed A/c Payee Demand Draft/Pay Order drawn in favour of "SASF - A/c M/s Pasupati Fabrics Ltd" payable at Mumbai issued by any Scheduled Commercial Bank or by way of RTGS in favour of Stressed Assets Stabilization Fund (SASF), Account No. 126102000000055, IFSC Code: IBKL0001001, Branch : IDBI Tower, Mumbai or such extended period, as may be agreed upon in writing between the successful bidder and the Secured Creditor.</p>

20	In case the successful bidder fails to deposit 25% of the sale price within the above stipulated time, the AO shall forfeit the EMD and if the successful bidder backs out after paying 25% of the sale price, then AO shall forfeit the 25% of the sale consideration so deposited including the EMD.
21	All claims of the defaulting successful bidder to the assets or to any part of the sum for which it may be subsequently sold shall stand forfeited.
22	In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the AO reserves the right to re-sell the assets to the second/third highest bidder in the above manner, who shall also be treated as the successful bidder mentioned in clauses 9 to 16 above and further in terms of this Bid Document.
23	On confirmation of sale and if the terms of payment have been complied with, the AO, exercising the power of sale, shall issue Certificate of Sale for the movable and immovable properties in favour of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002.
24	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 sole and absolute discretion, arrange to take possession of the Secured Asset within a maximum of 10 days. 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, forfeit the entire amount paid by the successful bidder and 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.
25	The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, sale tax etc. for transfer of assets in his/her name. 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 /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.
26	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.
27	The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/her under these conditions is and shall be deemed to be of the essence.
28	In the event of SASF's office remaining closed on the day of auction for any unforeseen reason, the auction shall be conducted on the next working day of SASF at 11:00 am.
29	<u>General Terms and Conditions :</u> The AO shall 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.
30	The entire procedure of 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	The AO reserves the right and liberty to accept/reject any (including the highest bid) or all the Bids/Offers and also reserves the right to cancel the entire sale process without assigning any reasons. In case all the bids are rejected or the successful bidder fails to make payments as required in the Bid Document or withdraws his/her bid, the AO, at his sole and absolute discretion, reserves the right to go for re-bidding or sells 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 and the Bidders shall have no right to object to the same.
32	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 payment of his costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her.
33	Notwithstanding anything stated elsewhere in this Bid Document, the AO reserves the right to call off the sale process at any point of time without assigning any reasons.

34	Particular specified in schedule above has been stated to the best of the information of the Authorized officer/SASF. Authorized Officer and/or SASF will not be answerable for any error, Mis-statement or omission in this Public Notice.
35	Bidder(s) must ensure the following while submitting the Bid: A. THAT THE TENDER SHOULD BE FILLED IN THE FORMAT OF THE TENDER BID ENCLOSED AT ANNEXURE-I, II, III &IV. B. COPY OF THE PAN CARD OF THE PERSON BIDDING AND IF IT IS A COMPANY/FIRM THEN COPY OF THE PAN CARD OF COMPANY/FIRM. C. COPY OF CERTIFICATE OF INCORPORATION OF THE COMPANY/FIRM. D. BOARD RESOLUTION OF THE COMPANY/FIRM AUTHORISING THE PERSON/PARTNER TO FILE BID FOR THE ASSET AND COPY OF THE IDENTITY PROOF OF THE SAID PERSON/PARTNER. E. THAT EVERY PAGE OF THE BID DOCUMENT IS DULY SIGNED BY THE BIDDER BEFORE SUBMITTING THE BID AND DOCUMENTS SUBMITTED SHALL BE DULY ATTESTED. F. THAT ALL ALTERATION, ERASURES AND OVER WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE BIDDER SIGNATURE.
36	As per Income Tax rules TDS @1% of auction price is payable by successful auction purchaser as the purchase price is more than Rs.50 lakh.
37	<u>Jurisdiction</u> All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Mumbai shall have the exclusive jurisdiction to entertain adjudicate such disputes.

Annexure: I

**FORMAT FOR SUBMISSION OF
PROFILE OF THE BIDDER- INDIVIDUAL**

For purchase of _____ as described in “Public Notice for Sale” owned by _____ situated at _____ mortgaged by the owner for exposure to Pasupati Fabrics Ltd

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

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	:	
2	Brief particulars of business (if any)	:	
3	Relationship, if any, the Bidder/Offerer has with any employee of SASF	:	
4	Relationship, if any, the Bidder/Offerer has with Borrower/Promoters/ Guarantors/Mortgagors as mentioned in the Bid Document.	:	
5	Name and particulars of the Company/Firm/Person in whose name the Secured Assets/property are to be purchased	:	
6	Details of Earnest Money Deposit (EMD).	:	
	i) Demand Draft No. / Pay Order No.	:	
	ii) Date of Demand Draft / Pay Order	:	
	iii) Name of the Issuing Bank and Branch	:	
	Bidders, who prefer to submit the EMD by way of RTGS, must indicate RTGS UTR No., Amount remitted and date.		
	RTGS UTR NO.	:	

Pasupati Fabrics Ltd (PFL) – Bid Document

	Amount remitted	:	
	Date	:	
7	Income Tax Permanent Account Number(s) (PAN) of Bidder /Offerer	:	

* 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 of the duly Authorized official of the Bidder/Offerer

Name and Designation of the Authorised Signatory

Place :

Date :

Annexure: II

FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

COMPANY/ PARTNERSHIP/ PROPRIETORSHIP

For purchase of _____ as described in “Public Notice for Sale” owned by _____ situated at _____ mortgaged by the owner for exposure to Pasupati Fabrics Ltd

(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	d) 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.	:
12	Relationship, if any, the Bidder/Offerer has with Borrower/Promoters/Guarantors/Mortgagors as mentioned in the Bid Document.	
13	Details of Earnest Money Deposit (EMD).	:
	i) Demand Draft No. / Pay Order No.	:
	ii) Date of Demand Draft / Pay Order	:
	iii) Name of the Issuing Bank and Branch	:
Bidders, who prefer to submit the EMD by way of RTGS, must indicate RTGS UTR No., Amount remitted and date.		
	RTGS UTR No.	
	Amount Remitted	
	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 Authorised Person:

Designation:

Company Seal

All authorizations should be annexed to this form.

Place:

Date:

Annexure: III
FORM OF APPENDIX TO THE BID/OFFER
(DECLARATION BY THE BIDDER)

(ON STAMP PAPER OF RS.100/-)

FORM OF BID/OFFER
(Note: This Appendix forms part of the Bid/Offer)

To,

Smt Meena Chandrasekhar,
Authorised Officer,
Stressed Assets Stabilization Fund (SASF)
5TH Floor, IDBI Tower
WTC Complex,
Cuffe Parade – Mumbai.
400005

Madam,

Sale of Secured Assets of Pasupati Fabrics Ltd

- 1 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 Document.
- 2 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 Bid Document 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.

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.

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 his sole and absolute discretion, I/we shall arrange to take possession of the secured assets within a maximum of 10 days. 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. I/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 forfeit the entire amount paid 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.

- 3 I/We clearly understand and accept that the Authorised Officer or the secured lender do not take or assume any responsibility for any dues, statutory or otherwise, of **M/s Pasupati Fabrics Ltd and its Promoters, Guarantors and Mortgagor** 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.
- 4 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 sells 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.
- 5 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.
- 6 I/We hereby confirm that I/We do not have any kind of relationship (professional/personal), with Borrower/Promoters/Guarantors/Mortgagors as mentioned in the Bid Document.
- 7 I/We also enclose a Demand Draft/Pay Order of value Rs. _____/- towards Earnest Money Deposit (EMD) in the name of "**SASF-A/c M/s Pasupati Fabrics Ltd**" payable at Mumbai.

Or

Pasupati Fabrics Ltd (PFL) – Bid Document

I/ We have remitted Rs. _____/- towards Earnest Money Deposit (EMD) to SASF by way of RTGS amount in favour of Stressed Assets Stabilization Fund (SASF), Account No. 126102000000055, IFSC Code: IBKL0001001, Branch : IDBI Tower, Mumbai

8 I/We understand that the EMD will not carry any interest.

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

Place:

Dated ...__ day of _____2017

Signature in the capacity of.....

Duly authorised to sign Bid/Offer for and on behalf of.....

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

WITNESS:

Signature :

Name & Address :

Occupation :
