



Sale of Property under SARFAESI
Tender Document
And Terms & Conditions



India SME Asset Reconstruction Company Limited

(CIN: U67190MH2008PLC181062)

Registered Office: SME Development Centre, C-11, G-Block,
Bandra-Kurla Complex, Bandra (East), Mumbai 400051.

Phone: +91 22 6157 9600, Fax: +91 22 6157 9699

Email: isarc@isarc.in, Website: www.isarc.in

REF. ADVERTISEMENT ISSUED ON FREE PRESS JOURNAL (ENGLISH) & NAVSHAKTI (MARATHI) & HOSTED ON THE WEBSITE OF INDIA SME ASSET RECONSTRUCTION COMPANY LIMITED IN RESPECT OF DISPOSAL OF SECURED IMMOVABLE & MOVABLE PROPERTIES / ASSETS IN THE ACCOUNT OF M/S UNIQUE RUBBER WORKS

Tender-cum-auction Document

IN RESPECT OF DISPOSAL OF IMMOVABLE & MOVABLE PROPERTIES / ASSETS IN THE ACCOUNT OF M/S UNIQUE RUBBER WORKS

SUBMISSION OF TENDER

Date of release of advertisement	:	January 23, 2015
Schedule of Inspection	:	On February 20, 2015 between 01.00 p.m. to 04.00 p.m.
Last date/time for submission of TENDERS	:	By March 2, 2015 upto 05.00 P.M.
Schedule of opening of TENDERS & Auction	:	On March 3, 2015 from 11.30 A.M. onwards
Venue for opening of TENDERS	:	India SME Asset Reconstruction Company Ltd SME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400051. Phone: +91 22 6157 9600
Contact details of officials	:	Mr. Manzar Abbas, Associate Vice President Mr. Yogesh Nerkar, Chief Manager Ms. Sneha Manna, Asst. Manager
Contact details for carrying out the inspection	:	Mr. Rajesh Pandit, Director Magnate Marketing Services Pvt Ltd (Recovery Agency) M.No. : +91 98205 32636 Email : magnatemarketingservices@gmail.com

This Tender-cum-auction Document consists of the following:

- A. Official copy of the advertisement
- B. Copies of documents pertaining to the dues of electricity & property taxes.
- C. Terms and conditions
- D. Miscellaneous Terms & Conditions
- E. Tender Form
- F. Deed of Indemnity



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Acting in its capacity as Trustee of **ISARC-BOB 1/2009-10 Trust** setup in respect of financial assets pertaining to **M/s Unique Rubber Works**

SALE NOTICE

Notice is hereby given to the effect that the immovable properties described herein, taken possession under the provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (SARFAESI) and read with 6, 7, 8 & 9 Security Interest (Enforcement) Rules 2002, shall be sold by inviting tenders:

Name of the Borrower	M/s Unique Rubber Works	
Name of the Guarantors & mortgagors	1. Sh. Piyush G. Desai 2. Smt. Padmini Kumari 3. Sh. V.R. Pradhan 4. Sh. Krishnan Kutty	
Details of the dues	Rs 76,01,136/- (Rupees Seventy Six Lakh One Thousand One Hundred Thirty Six Only) as on 27.10.2003 with further interest and other costs thereafter, as per notice u/s 13(2) of the SARFAESI Act issued by ISARC on 14/06/2013.	
Date of possession u/s 13 (4)	September 13, 2013	
Details of the properties / assets to be sold	LOT-I : Immovable Properties	Industrial Gala No.1,2,5 & 8, at Ground Floor, Shailesh Industrial Estate, 5, Plot No.113, Navghar -Vasai Road, Vasai (East), Thane - 401202 admeasuring total area of 1810 sq.ft.
	LOT-II : Movable Assets	Plant & Machinery and other movables located at above

Reserve Price	LOT	Reserve Price in Figure	Reserve Price in words
	LOT-I : Immovable Properties	Rs 40,50,000/-	Rupees Forty Lakh Fifty Thousand Only
	LOT – II : Movable Assets	Rs 1,00,000/-	Rupees One Lakh Only
# Bidder intending to submit bid for both LOTs, may submit single bid.			
Earnest Money Deposit (EMD)	10% of the Reserve Price as under :		
	LOT	EMD in Figure	EMD in words
	LOT-I : Immovable Properties	Rs 4,05,000/-	Rupees Four Lakh Five Thousand Only
LOT– II : Movable Assets	Rs 10,000/-	Rupees Ten Thousand Only	
# Bidders submitting bids for both the lots may be preferred and may submit EMD in a single instrument			
Particulars of known encumbrances	Nature of encumbrance		Amount in Rs
	Electricity Dues		32,00,302/-
	Municipal Taxes		2,09,879/-
# The details of the encumbrances are given as per records available with ISARC for the information of the prospective bidders. ISARC shall not be liable for payment of any of the known & unknown encumbrances / dues.			
Date and Time of Inspection at site	On February 20, 2015 between 01.00 p.m. to 04.00 p.m.		
Last date, Time and Place for submission of offer	By March 2, 2015 upto 05.00 P.M. At India SME Asset Reconstruction Company Limited, 1 st Floor, MSME Development Center, Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 Ph.No. 022-61579600		
Date, Time & place of auction	On March 3, 2015 from 11.30 A.M. onwards At India SME Asset Reconstruction Company Limited, 1 st Floor, MSME Development Center, Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051. Ph.No. 022-61579600		
Tender Forms	Tender Form, Offer Letter and other detailed Terms and Conditions to be downloaded from www.isarc.in		
Details of the dealing officials	a) Mr. Manzar Abbas, Associate Vice President b) Mr. Yogesh A Nerkar Chief Manager c) Ms. Sneha Manna, Asst. Manager d) Mr. Rajesh Pandit, Director (Magnate Marketing Services Pvt Ltd) M.No. : +91 98205 32636		

Sd/-

Date: _____
Place: Mumbai

Authorized Officer,
For: ISARC BOB I/2009-10 Trust

(B) Terms and conditions of Sale

1	Bids invited for property	The intending bidder may make an offer for immovable & movables assets as specifically mentioned in the sale notice.						
2	Reserve Price	<table border="1"><thead><tr><th>LOT</th><th>Reserve Price</th></tr></thead><tbody><tr><td>LOT – I : Immovable Assets</td><td>Rs 40,50,000/-</td></tr><tr><td>LOT – II : Movable Assets</td><td>Rs 1,00,000/-</td></tr></tbody></table>	LOT	Reserve Price	LOT – I : Immovable Assets	Rs 40,50,000/-	LOT – II : Movable Assets	Rs 1,00,000/-
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3	Earnest Money Deposit (EMD)	<table border="1"><thead><tr><th>LOT</th><th>EMD in Figure</th></tr></thead><tbody><tr><td>LOT – I : Immovable Assets</td><td>Rs 4,05,000/-</td></tr><tr><td>LOT – II : Movable Assets</td><td>Rs 10,000/-</td></tr></tbody></table> <p>Bids / Tenders not accompanied by the EMD shall be treated as invalid. No interest shall be payable by ISARC on the EMD amount. The prospective bidder may submit combine offer & EMD.</p>	LOT	EMD in Figure	LOT – I : Immovable Assets	Rs 4,05,000/-	LOT – II : Movable Assets	Rs 10,000/-
LOT	EMD in Figure							
LOT – I : Immovable Assets	Rs 4,05,000/-							
LOT – II : Movable Assets	Rs 10,000/-							
4	Basis	As is where is and what is there is and non recourse basis.						
3	Last date for submission of tenders	By March 2, 2015 upto 05.00 P.M. At India SME Asset Reconstruction Company Limited, 1 st Floor, MSME Development Center, Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 Ph.No. 022-61579600						
4	How to submit the tenders	Interested parties may participate in auction by sending / submitting their offer for purchasing the said assets, in sealed cover superscribed as “Offer for purchase of movable / immovable assets of M/s Unique Rubber Works. Combine Bid & EMD is acceptable The envelopes should be submitted up to 05:00 PM on any working day on or before the last date of submission of tenders as mentioned herein above.						
5	Mode of payment of EMD	By way of DD/Pay Order drawn in favor of “ISARC-BOB 1/2009-10 Trust”, payable at Mumbai. (Photocopies shall not be accepted). No other mode of payment shall be accepted.						
6	Refund of EMD	Within 7 working days of opening of tenders. The tenderers will not be entitled to claim any interest for any reason whatsoever.						
7	Adjustment of EMD	The successful bidder shall pay Initial Deposit being 25% of the offer amount within 2 working days from the date of sale confirmation in his favor after adjusting EMD as part payment and the balance amount within 15 days without giving any further notice by ISARC. Amount of EMD and/or Initial Deposit as above shall be forfeited on failure to pay the amount as mentioned above. In case of default, the secured						

		<p>assets shall be resold and the defaulting purchaser shall not have any claim.</p> <p>Extension in time for payment due to unavoidable circumstances shall be allowed at the sole discretion of ISARC. However interest @ 15% p.a. shall be charged for the extended period on the amount due.</p>								
8	Forfeiture of EMD	For bidders not complying with the terms and conditions specified in the Tender-cum-auction Documents, the EMD amount shall be forfeited.								
9	Rejection of tenders / Bids	Tenders not received in the prescribed tender form or incomplete in any respect or unsigned or not accompanied by DD/PO for the requisite EMD are liable to be summarily rejected at the sole discretion of ISARC.								
10	Type of offer and manner of payment	<ul style="list-style-type: none"> The purchaser shall within 2 working days from the date of sale confirmation pay a deposit of 25%, by way of a Demand Draft/Pay Order, of the amount of sale price to the authorized officer conducting the sale. The balance amount of the purchase price payable shall be paid by the purchaser within 15 days without giving any further notice by ISARC or as may be decided by authorized officer of ISARC. In default of the payment within the period mentioned above, the deposit shall be forfeited and the property be resold and the defaulting purchaser shall forfeit all claim to the property or to any part of the sum for which it may be subsequently sold. Except the payment towards EMD, balance payment can be made through RTGS, the accounts are as under : <table border="1" data-bbox="634 1289 1338 1530"> <tr> <td>Name of the Account</td> <td>ISARC BOB I /2009-10 Trust</td> </tr> <tr> <td>Account No</td> <td>018102000017666</td> </tr> <tr> <td>Name of the Bank and Branch</td> <td>IDBI Bank Ltd, Chembur Branch, Mumbai</td> </tr> <tr> <td>IFSC Code</td> <td>IBKL0000018</td> </tr> </table>	Name of the Account	ISARC BOB I /2009-10 Trust	Account No	018102000017666	Name of the Bank and Branch	IDBI Bank Ltd, Chembur Branch, Mumbai	IFSC Code	IBKL0000018
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Account No	018102000017666									
Name of the Bank and Branch	IDBI Bank Ltd, Chembur Branch, Mumbai									
IFSC Code	IBKL0000018									
11	Presence of bidders	Bidders through their authorized representatives will be allowed to remain present at the time of opening of tenders subject to submitting authority letters & valid proof of identity								
12	Selection of best offer	Shall be decided by AO/ Asset Disposal Committee (ADC) of ISARC.								
13	Liability of the purchaser, if any.	<ul style="list-style-type: none"> All charges for conveyance, stamp duty, transfer fee (premium fee) and registration charges/expenses etc., as applicable shall be borne by the successful bidder only. ISARC does not undertake any responsibility to procure any permission/ license etc. in respect of the 								

		<p>property/assets offered for sale or for settlement of any dues whatsoever in respect of the said property/assets.</p> <ul style="list-style-type: none"> • All statutory/ non statutory dues, taxes, rates, charges and fees owing to anyone, if any, shall be the responsibility of the prospective buyer. • ISARC does not undertake any responsibility for payment of the dues of electricity & property taxes as mentioned in the sale notice or any other known / unknown encumbrances and payment of the same shall be responsibility of prospective buyers.
14	Negotiation with bidders for improvement in offer	<p>ISARC reserves its right and shall have discretion to negotiate with the bidders after opening of tenders and to also allow inter se bidding after getting the highest bid for improvement in the offer and to accept or to reject any or all offers without assigning any reasons whatsoever.</p> <p>The inter se bidding is allowed in the multiples of Rs 50,000/-.</p>
15	Disputes / Litigations	<p>In case of disputes in tender/auction, the decision of AO of ISARC shall be final and binding on all and any litigation shall be subject to jurisdiction of Mumbai</p>
16	Inspection of assets	<p>The interested parties are advised to submit their tenders after inspection of assets. The prospective bidder shall visit / inspect the properties at their own costs within the schedule as specified in sale notice.</p> <p>The interested parties / bidders shall coordinate with Shri. Rajesh Pandit, Director, Magnate Marketing Services Pvt.Ltd. (M.No. 98205 32636) for inspection.</p>
17	Miscellaneous	<p>Tenders with conditional offer will be treated as invalid.</p> <p>Correspondence about any change / modification in the offer after submission of tender will not be entertained.</p> <p>If any tenderer wishes to give a fresh offer for a property before the last date prescribed for submission of the tender in the concerned advertisement, he may file a fresh tender with appropriate Earnest Money Deposit.</p> <p>The purchaser will not manufacture at the site after acquisition any of the hazardous/prohibited items as specified by the Government from time to time.</p>

(C) Miscellaneous Terms and conditions of auction

1. The property/ies shall be sold in "AS IS WHERE IS AND WHATEVER THERE IS BASIS AND NON RECOURSE" condition, including encumbrances, if any.
2. After opening the tenders, the bidders shall be given an opportunity to improve their offer by inter se bidding at the discretion and decision of the authorized officer. Sale shall be confirmed in favour of the successful bidder subject to confirmation of the same by the authorized officer of the secured creditor. The inter se bidding shall be allowed in multiples of Rs 25,000/-
3. The interested purchaser(s) shall themselves satisfy about the right and title of the property (ies) from the concerned authorities and no claim shall be entertained by the Authorized officer/ISARC in this regard after the auction.
4. All payments shall be made by Demand Draft drawn in favour of **"ISARC-BOB 1 /2009-10 Trust" payable at Mumbai.**
5. Authorized Officer reserves the right to postpone/ cancel or vary the terms and conditions of auction without assigning any reason thereof.
6. The intending bidder may please see details of the terms and conditions mentioned in the tender document available on ISARC's web site: www.isarc.in. The same is also available at office of ISARC at BKC, Mumbai.
7. No Offers / bids below reserve price shall be entertained.
8. The auction will be conducted under the supervision of the Authorized Officer/Asset Disposal Committee of the ISARC.
9. ISARC would first go for the tender process and thereafter, if decided by AO/Asset Disposal Committee of ISARC, the inter se bidding/auction would be held. If the results of the tender are satisfactory, inter se bidding/auction process would not be held.
10. The bid can be submitted in the auction either by the prospective buyer himself in the appropriate tender form as enclosed in the Tender document or by the representative of the purchaser duly authorized along with proper authority letter and acceptable KYC documents.

For further details please contact on Phone No. 022-61579600 during office hours between 10 am and 5 pm on all working days.

(D) TENDER FORM

To,

The Authorized Officer

ISARC BOB 1 /2009-10 Trust

C/O India SME Asset Reconstruction Company Ltd (ISARC)

MSME Development Center, C-11, G Block, Bandra Kurla Complex

Bandra East, Mumbai - 400051

REF. ADVERTISEMENT ISSUED ON FREE PRESS JOURNAL (ENGLISH) & NAVSHAKTI (MARATHI) & HOSTED ON THE WEBSITE OF INDIA SME ASSET RECONSTRUCTION COMPANY LIMITED IN RESPECT OF DISPOSAL OF SECURED IMMOVABLE & MOVABLE PROPERTIES / ASSETS IN THE ACCOUNT OF M/S UNIQUE RUBBER WORKS

Tender-cum-auction Document
IN RESPECT OF DISPOSAL OF IMMOVABLES & MOVABLE PROPERTIES / ASSETS IN THE ACCOUNT OF M/S UNIQUE RUBBER WORKS

I/We, the tenderer/s, do hereby state that, I/we have read the Tender-cum-auction Document and the terms and conditions of tender and the above advertisement and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said conditions. My/Our offer for purchase of the assets as appearing in the Tender-cum-auction Document is as under:

1	Name of the Tenderer (in case of company/firm, also give names of key Directors / partners/phone numbers)	
2	Address of the Tenderer / Offerer along with the address proof : Office / Residence	
3	Identification Proof enclosed (self attested)	PAN Card / Passport / Voter ID Card/ Driving License etc.
4	Details of the Bid Offer	Rs
5	Details of EMD	Draft No. Dated Drawn on Payable at

- I/We further declare that I/We intend to purchase the above referred assets from the ISARC for our own use / business and that the information revealed by me/us in this **Tender Form** is true and correct to the best of my/our knowledge and belief.
- I/We agree if any of the statement / information revealed by me/us is found incorrect, my/our tender is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the ISARC and the ISARC is at liberty to annul the offer made to me/us at any point of time.
- I/We agree, in the event of acquisition of the site and assets, not to engage in any activity of hazardous / prohibited items as specified by Government of India from time to time.
- I/We also agree that after my/our offer given in my/our tender for purchase of a property is accepted by the ISARC if I/We fail to accept the terms and conditions of the offer letter or am/are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and / or fail to fulfill any/all the terms and conditions of the tender and offer letter, the Earnest Money Deposit paid by me/us along with the tender is liable to be forfeited by the ISARC and that the ISARC has also a right to proceed against me / us for specific performance of the contract.
- I/We will not claim any interest till three months from the date of submission of offer.

Yours faithfully,

**Signature of the tenderer
Authorized Signatory**

(M/s. _____)

[Rubber stamp of the company/firm]

- Enclosures:**
- (i) DD/Pay Order No. _____ Dated: _____
Drawn On Bank _____ Payable at _____
 - (ii) Address Proof: _____
 - (iii) A copy of the tender-cum-auction document duly signed by the tenderer on every page.

DEED OF INDEMNITY

(Stamp duty for deed of Indemnity shall vary state wise)
(This forms part of the terms and conditions of invitations and sale)

This DEED OF INDEMNITY executed at _____ on this ____ day of ____ By _____ and _____ (Hereinafter referred to as "the Purchaser", which expression shall include its successors and assigns).

In favour of:

The ISARC, is a Company incorporated under the Companies Act,1956 and Registered as Securitization and Asset Reconstruction Company pursuant to Section 3 of SARFAESI and having its registered office at MSME Development Center, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051 which is hereinafter referred to as the "ISARC" which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and assigns and whether acting as such in respect of financial assets pertaining to **M/s Unique Rubber Works (Borrower)**

- A. Whereas ISARC, has pursuant to the measures taken under Section 13 (4) of the Securitization Act taken possession of the immovable assets of the Borrower being **M/s Unique Rubber Works**
- B. Whereas the Authorized Officer confirmed offer on behalf of ISARC in favour of _____ and subject to terms and conditions contained in the Sale Certificate.
- C. Whereas as covenants of the documents of terms and conditions of sale ("DTIS") and 'sale certificate' state that "The adjudication of stamp duty, payment of stamp duty, registration charges, (as applicable), unrecovered transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the aforesaid assets shall be borne by the Purchaser. Non-payment of stamp duty under prevailing laws, rules, and regulations notifications shall entail ISARC to take such steps to repossess the secured assets and put the same for sale under applicable law.
- D. Whereas the documents of terms and conditions of sale and sale certificate further state that "the said assets are being sold on "as is where is & as is what is" basis. Further, ISARC does not accept / undertaken any responsibility for, nor shall the sale precedes be subject to any pending / outstanding statutory dues and any other dues such as water / electricity / services charges, transfer fees, dues of the Municipal Corporation / local authority dues, tax or any other duties, levies by whatever name it is called including interest, etc if any. The Secured Assets are being sold with all known and unknown encumbrances. Further, all liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, in respect of the Secured Assets and if payable in law/ attachable to the Secured Assets / sale proceeds by reason of the proposed sale of the Secured Assets, shall be the sole responsibility and to the account of the Purchaser. In pursuance thereof, the Purchaser indemnifies ISARC to save harmless ISARC from any and all liability incurred by ISARC on account of any suits, claims, (including any expenses incurred by ISARC for the

enforcements of this indemnity) which ISARC shall suffer as a result of any failure on the part of the Purchaser to meet and clear any pending / outstanding statutory dues and any other dues such as water / electricity / service charges, transfer fees, dues of the Municipal Corporation / local authority dues, tax pr any other dues or any other duties, levies by whatever name it is called including interest, etc of any and dues or any claim made by any person in respect of such liabilities, encumbrances and dues''.

ISARC has accepted the offer upon execution of the following indemnity.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the movable & immovable properties, the Purchaser viz _____ and their successors, nominees, heirs as stated above hereby unconditionally, absolutely and irrevocably agree to indemnify and keep ISARC indemnified and save harmless, against any and all losses, damages, liabilities. Suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by ISARC for the enforcement of this indemnity), which ISARC shall suffer as a result of any failure on the part of the Purchaser to meet and clear any such liabilities, encumbrances and dues as mentioned in the recital's above more specifically C, D, or any claim made by any person, entity, firm. In respect of such liabilities, encumbrances and dues as mentioned above.

And it is declared that this indemnity is without prejudice to and is in addition to any other rights of ISARC.

IN WITNESS whereof the Purchaser has put their hands on the day and year first hereinabove written.

Signed and delivered by:
Purchaser

Address:

Place:

Date: