



**Sale of Property under SARFAESI
In respect of
Jal Dhara Industries**

E-Tender Document
And Terms & Conditions



India SME Asset Reconstruction Company Limited

(CIN: U67190MH2008PLC181062)

Registered Office: Swavalamban Bhavan, C-11, G-Block,
Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

Phone: +91 22 67221556

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

REFER ADVERTISEMENT ISSUED ON 04.09.2020 IN NEW INDIAN EXPRESS (ENGLISH) AND ANDHRA JYOTHI (TELUGU) AND HOSTED ON THE WEBSITE OF INDIA SME ASSET RECONSTRUCTION COMPANY LIMITED IN RESPECT OF DISPOSAL OF SECURED IMMOVABLE PROPERTY / ASSET IN THE ACCOUNT OF JAL DHARA INDUSTRIES

E-Tender-cum-e-auction Document

**IN RESPECT OF IMMOVABLE PROPERTY / ASSETS IN THE ACCOUNT OF
JAL DHARA INDUSTRIES**

SUBMISSION OF TENDER

Date of release of advertisement	:	September 04, 2020
Schedule of Inspection	:	On September 16, 2020 between 11.00 a.m. to 4.00 p.m.
Last date/time for submission of Tenders	:	On October 09, 2020 upto 5.00 p.m.
Schedule of opening of e-Tenders & e-Auction	:	On October 12, 2020 from 11.00 a.m. onwards with unlimited extension of 5 minutes duration each.
Venue for opening of Tenders	:	Auction is being held on “AS IS WHERE IS” AND “WHAT IS THERE IS” AND “NO RECOURSE BASIS” and will be conducted “Online” . The e-auction will be conducted through the ISARC’s approved service provider M/s. C1 INDIA PVT LTD , Udyog Vihar, Phase 2, Gulf Petrochem building No. 301 Gurgaon, Haryana. Pin: 122015, Help Line No. +91-124-4302020 / 21 / 22 / 23 / 24 +91-9821690968, Help Line e-mail ID: support@bankeauctions.com , Website: www.bankeauctions.com
Contact details of officials	:	Shri. Harshad V. Garude, (CM) Ph.No. 022-67221556 M.: 95946 92251
Contact details for carrying out the inspection	:	Shri. Harshad V. Garude, (CM) India SME Asset Reconstruction Company Ltd M. No.: +91 95946 92251 E-mail : harshad.garude@isarc.in

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

- A. Official copy of the advertisement
- B. Terms and conditions
- C. Miscellaneous Terms & Conditions
- D. Tender Form
- E. Deed of Indemnity



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Acting in its capacity as Trustee of **ISARC- SIDBI-III/2017-18 Trust** setup in respect of financial assets pertaining to **Jal Dhara Industries**

E-SALE NOTICE

Notice is hereby given to the public in general and in particular to the borrower(s) and guarantor(s) that the below described immovable property mortgaged to the secured creditor, the possession of which is with the authorized officer of ISARC (secured creditor), under the provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (SARFAESI) and read with Rule 8 & 9 Security Interest (Enforcement) Rules, 2002, will be sold on "As Is Where Is" and "As Is What Is" and "Whatever There Is" and "No Recourse" basis, by inviting tenders as under:

Name of the Borrower	Jal Dhara Industries
Name of the Guarantors & mortgagors/Directors	<ol style="list-style-type: none"> 1. Shri. Kailash Babu Jain (Guarantor & Mortgagor) 2. Shri. Kishore Thomas (Guarantor & Mortgagor) 3. Smt. Korana Arun Jyothi (Guarantor & Mortgagor) 4. Shri. Kornana Umamathi (Guarantor & Mortgagor)
Details of the dues	Rs.1,65,59,386.65/- (Rupees One Crore Sixty Five Lacs Fifty Nine Thousand, Three Hundred and Eighty Six and Sixty Five Paise only) as on 31.07.2020 calculated as per Original Application No.884/2016, which has been decreed on 19.06.2018 by Debts Recovery Tribunal, Visakhapatnam, with further applicable interest, incidental expenses, cost etc.
Details of the property/asset to be sold	Vacant piece of land situated at plot no. 157 part, plot no.22, IDA, Gurrampalem, Pendurthi Mandal, Visakhapatnam (Andhra Pradesh)
Reserve Price	Rs. 1,67,00,000/- (Rupees One Crore, Sixty Seven Lacs Only)
Earnest Money Deposit (EMD)	Rs.16,70,000/- (Rupees Sixteen Lakh Seventy Thousand only)
Date and Time of Inspection at site	On September 16, 2020 between 11.00 A.M. to 4.00 P.M.
Last date, Time and Place for submission of offer	By October 09, 2020, up to 05.00 P.M. Through online mode only Website:- www.bankeauctions.com

Date, Time & place of auction	<p>On October 12, 2020 from 11.00 A.M. onwards with unlimited extension of 5 minutes duration each.</p> <p>Auction will be conducted "Online" through ISARC's approved service provider C1 INDIA PVT LTD, Udyog Vihar, Phase 2, Gulf Petrochem building No. 301 Gurgaon, Haryana. Pin: 122015, Help Line No. +91-124-4302020 / 21 / 22 / 23 / 24 +91-9821690968, Help Line e-mail ID: support@bankeauctions.com, Website: www.bankeauctions.com</p> <p>Note :- Please refer to Bidder Participation & Online Bidding Manual hosted on website : www.bankeauctions.com</p>
E-Tender Forms	Tender Form, Offer Letter and other detailed Terms and Conditions to be downloaded from www.isarc.in
Details of the dealing officials	Shri. Harshad V. Garude, (CM), Office Landline No. 022-67221556, M.: 95946 92251

Date: 04/09/2020
Place: Mumbai

Sd/-
Authorized Officer,
India SME Asset Reconstruction Company Ltd,
Acting in its capacity as trustee of SIDBI-III/2017-18 Trust

(B) Terms and conditions of Sale

1	Bids invited for property	The intending bidder may make an offer for immovable assets as specifically mentioned in the sale notice.										
2	Reserve Price	Rs. 1,67,00,000/- (Rupees One Crore, Sixty Seven Lacs Only)										
3	Earnest Money Deposit (EMD)	Rs.16,70,000/- (Rupees Sixteen Lakh Seventy Thousand only)										
4	Basis	“AS IS WHERE IS” “AS IS WHAT IS” AND “NO RECOURSE BASIS”										
5	Last date for submission of tenders	By October 09, 2020, up to 5.00 p.m., through online mode only										
6	How to submit the tenders	<p>Auction is being held “Online” through ISARC’s approved service provider M/s. C1 INDIA PVT LTD, Udyog Vihar, Phase 2, Gulf Petrochem building No. 301 Gurgaon, Haryana. Pin: 122015, Help Line No. +91-124-4302020/21/22/23/24 +91-9821690968, Help Line e-mail ID: support@bankeauctions.com Website : www.bankeauctions.com</p> <p>The prospective qualified bidder may avail online training on e-auction from C1 INDIA PVT LTD prior to the date of e-auction for submitting bids and participating in the e-auction process. Neither the Authorized officer/ISARC nor C1 INDIA PVT LTD will be held responsible for any internet network problem/Power failure/any other technical lapses/failure etc. In order to avoid such contingent situation the interested bidder are requested to ensure that they are technically well equipped with adequate power back-up etc. for successfully participating in the e-Auction event.</p>										
7	Mode of payment of EMD	<p>The intending purchaser/bidder are required to deposit EMD which shall be payable through NEFT/ RTGS in the following account:</p> <table border="1"> <tr> <td>Name of the Account</td> <td>ISARC-SIDBI Bank-III /2017-18 Trust</td> </tr> <tr> <td>Account No</td> <td>00000037947287472</td> </tr> <tr> <td>Name of the Bank and Branch</td> <td>State Bank of India, Bandra Kurla Complex, Mumbai</td> </tr> <tr> <td>Type of account</td> <td>Current</td> </tr> <tr> <td>IFS Code</td> <td>SBIN0004380</td> </tr> </table> <p>Please note that the Cash/Cheque/Demand Draft shall not be accepted as EMD amount.</p>	Name of the Account	ISARC-SIDBI Bank-III /2017-18 Trust	Account No	00000037947287472	Name of the Bank and Branch	State Bank of India, Bandra Kurla Complex, Mumbai	Type of account	Current	IFS Code	SBIN0004380
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8	Refund of EMD to unsuccessful bidders	The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded within 7 working days. The Earnest Money Deposit shall not bear any interest.										
9	Adjustment of EMD	The successful bidder should pay 25% of the bid amount (inclusive of EMD) immediately i.e. on the same day or not later than within the next working day, as the case may be, through NEFT/RTGS to the account details which are given in serial number 7 above on sale being knocked in bidder’s favor and 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										

		<p>case of default, the secured assets shall be resold and the defaulting purchaser shall not be entitled for 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>										
10	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.										
11	Type of offer and manner of payment	<ul style="list-style-type: none"> 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 shall be re-sold 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. Balance payments can be made through RTGS, the account details are as under : <table border="1" data-bbox="565 709 1349 932"> <tr> <td>Name of the Account</td> <td>ISARC - SIDBI Bank III/2017-18 Trust</td> </tr> <tr> <td>Account No</td> <td>00000037947287472</td> </tr> <tr> <td>Name of the Bank and Branch</td> <td>State Bank of India, Bandra-Kurla Complex, Mumbai</td> </tr> <tr> <td>Type of account</td> <td>Current</td> </tr> <tr> <td>IFSC Code</td> <td>SBIN0004380</td> </tr> </table> 	Name of the Account	ISARC - SIDBI Bank III/2017-18 Trust	Account No	00000037947287472	Name of the Bank and Branch	State Bank of India, Bandra-Kurla Complex, Mumbai	Type of account	Current	IFSC Code	SBIN0004380
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IFSC Code	SBIN0004380											
12	Selection of best offer	<p>Shall be decided by Authorized Officer/ Asset Disposal Committee (ADC) of ISARC.</p> <p>The Authorized Officer/ISARC is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn/ postpone/cancel the e-auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason there for.</p>										
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., and all the incidental expenses relating to registration of the property, 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 property/assets offered for sale of any dues whatsoever in respect of the said property/assets. 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 any dues, taxes etc as stated above 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 amongst the top two bidders for improvement in the bid and to accept or to reject any or all bids without assigning any reasons whatsoever.</p> <p>The inter se bidding is allowed in multiples of Rs. 10,000/- for property.</p>										

15	Disputes / Litigations	In case of disputes in tender/auction, the decision of Authorized Officer of ISARC shall be final and binding on all and any litigation shall be subject to jurisdiction of Mumbai.
16	Inspection of assets	<p>The interested parties are advised to submit their tenders after inspection of assets. The prospective bidders 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. Harshad V.Garude, (CM) Office Landline No. 022-67221556 Mobile No. (0)9594692251 for inspection.</p>
17	Miscellaneous	<p>Tenders with conditional offer shall 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 shall be sold on "AS IS WHERE IS", "AS IS WHAT IS" AND "NO RECOURSE" condition, including encumbrances, if any.
2. The e-Auction/ bidding of above properties would be conducted exactly on the scheduled date & time as mentioned against each property by way of inter-se bidding amongst the bidders. The bidder shall improve their offer in multiple of Rs. 10,000/-. In case bid is placed in the last 5 minutes of the closing time of the e- Auction, the closing time will be automatically extended for 5 minutes. The bidder who submits the highest bid amount (not below the Reserve price) on closure of e- Auction process shall be declared as successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Authorized Officer/Secured Creditor.
3. The interested purchaser(s) shall themselves satisfy about the right and title of the property from the concerned local authorities and no claim shall be entertained by the Authorized Officer/ISARC in this regard after the auction of the properties.
4. To the best of knowledge and information of the Authorized Officer, there are no other encumbrances/charge on the property(s) known to him. However, the intending bidder should make their own independent inquires regarding the encumbrances, title of property put on auction and claims/rights/dues/affecting the property, prior to submitting their bid. The E-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the ISARC. The property is being sold with all the existing and future encumbrances whether known or unknown to ISARC, the Authorized Officer /Secured creditor and shall not be responsible in any way for any third party claim /rights /dues.
5. The bidder shall execute an Indemnity as per the format annexed printed on stamp paper of relevant value and send the same in original to the registered office of ISARC, so that it is received before the date of auction.
6. Bidder shall hold a valid email (with empty space in Inbox) as all the relevant information shall be conveyed through email only
7. The intending bidder should upload/ submit the following documents as evidence for EMD while uploading e-tender document.
 - UTR Number with UTR Slip
 - Proof of Identification (Passport/Driving License/Aadhar Card)
 - Current Address Proof for communication
 - PAN Card of bidder
8. 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 as well as on C1 India Pvt Ltd Website: www.bankeauctions.com
9. Authorized Officer reserves the right to postpone/ cancel or vary the terms and conditions of auction without assigning any reason thereof.

10. 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.
11. No bids below reserve price shall be entertained.
12. The auction will be conducted under the supervision of the Authorized Officer/Asset Disposal Committee of the ISARC.
13. The auction will be conducted under the supervision of the Authorized Officer/Asset Disposal Committee of the ISARC.
14. The sale certificate will be issued in the name of the purchaser (s) /applicant(s) only and will not be issued in any other name(s). Nominee bids shall not be entertained and their earnest money shall also be forfeited.

For further details please contact on Phone No. 022-67221556 during office hours between 10.00 am and 6.00 pm on all working days.

(D) TENDER FORM

DETAILS OF BIDDER

(Read carefully the terms and conditions of sale before filling up and submitting the bid)

1.Name(s) of Bidder (in Capital) :

2. Father's / Husband's name :

3.Postal address of Bidder(s) :

4.Phone/Cell Number and

E-mail ID :

5. Bank Account details to which

EMD amount to be returned :

i) Bank A/c No :

ii) IFSC Code :

iii) Branch Name :

6. Date of submission of bid :

7.PAN Number :

8.Property Item No. :

9.Whether EMD remitted : Yes / No

10. EMD remittance details* : Date of remittance _____

: Name of Bank _____

: A/c No _____

: IFSC Code No _____

11. Bid amount

quoted : _____ (Rupees _____

_____)

I / We declare that I/We have read and understood all the above terms and conditions of auction sale and the auction sale and the auction sale notice published in the daily newspaper which are also available in the website <https://www.bankeauctions.com> and shall abide by them. I/We also undertake to improve my /our bid by one incremental value notified in the sale notice if I/We am/ are the sole bidder.

..... (Name and signature of the Bidder(s))

.....

***Mandatory : Bidders are advised to preserve the EMD Remittance challan.**

Note : This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <https://bankeauctions.com> during the time of submission of the bid.

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 Swavalamban Bhavan, 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 **Jal Dhara Industries**

- 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 **Jal Dhara Industries**
- 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 up 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 immovable property, 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: