

Terms and Conditions for sale of assets of A/c M/s.PVN Tex Industries through online e-auction on 05/03/2020 under SARFAESI Act

 <p>बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का बैंक एक परिवार एक बैंक</p>	<p align="center">दबावग्रस्तआस्तिप्रबंधनशाखा STRESSED ASSET MANAGEMENT BRANCH Janmangal, 4th Floor, 45/47, Mumbai Samachar Marg, Fort, Mumbai-400001 जनमंगल, चौथीमंजिल, ४५/४७, मुंबईसमाचारमार्ग, फोर्ट, मुंबई-४००००१ टेलीफोन/TELE : 022- 22630883 ई-मेल/Email bom1447@mahabank.co.in/ brmgr1447@mahabank.co.in प्रधानकार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे-5 Head Office: LOKMANGAL, 1501, SHIVAJINAGAR, PUNE-5</p>	 <p>एक कदम लक्ष्य की ओर "समस्या अधिकांश" की समस्या से एक कदम दूर</p>
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Lot No.	Name of Borrower, Guarantor & Amount due	Description of the immovable property with known encumbrances	Reserve Price / Earnest Money Deposit
1	<p>Borrower 1.M/s. PVN Tex Industries Plot No 112, Minerva Industrial Estate, P K Road, near Hercules Hoists Ltd, Mulund (W) Mumbai-400080</p> <p>Guarantors 2.Mr. Arvindkumar Poonamchand Agarwal (Partner of No .1 and Guarantor) B-1001, Ansal Heights GMB marg, Worli, Mumbai-400018</p> <p>3. Mr Bikash Premchand Mittal (Partner of No .1 and Guarantor) B-1/303, Royal Dreams, Daman Road, Vapi-Chala, Chala, Valsad-396191 (Gujarat)</p> <p>4. M/s Vicotex Fabrics Pvt Ltd (Mr. Poonamchand Laxminarayan Agarwal, Guarantor-Director) New Marine Lines, 331A/406 Lotus House, Mumbai-400020</p> <p>5. M/s Vicotex Fabrics Pvt Ltd (Mrs. Dimple Arvindkumar Agarwal, Guarantor-Director)</p>	<p>All that Non-agricultural property or piece or parcel of Non-agricultural land or ground for Industrial use bearing Survey Nos.222 and 223/1 & Building situated at Village Dabhel within the jurisdiction of Dabhel Panchayat Taluka of Daman, District and Subdistrict of Daman, Near OI DC Industrial Estate, Opp Dabhel Talao, , admeasuring 5020 sq mtrs</p> <p>Bounded As follows : 1.On or towards East : By Wellknown Polyester 2. On or towards West : By Dabhel Talao Road 3. On or Towards North: By Aqua Plast 4. On or Towards South: By Wardhaman Plastochem</p>	<p>Reserve Price Rs.7,05,00,000/- (Rupees Seven Crore Five Lakhs only)</p> <p>Earnest Money Deposit Rs. 70,50,000/- (Rupees Seventy Lakhs Fifty Thousand Only)</p>

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Name of Bidder	Signature of Bidder	Date

	<p>New Marine Lines, 331A/406 Lotus House, Mumbai-400020</p> <p>For recovery of Rs. 12,76,01,239.50 (Rupees Twelve Crore Seventy Six Lacs one Thousand Two Hundred and Thirty nine and fifty paise) plus unapplied interest w.e.f. 01.10.2016 plus all costs, charges and expenses or other incidental charges thereof.</p>		
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1. Nature and Object of Online Sale:

- The online e-auction sale is with the object of Free and Fair Sale, Transparency and for achieving best-possible recovery of public money.
- The sale is governed by the Provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 and the following specific terms and conditions.

2. The auction sale, will be On-line E-Auction / Bidding through website <https://www.bankeauctions.com> on **05/03/2020** for mentioned property between **11.00 a.m. and 1.00 p.m.**, with unlimited extension of 5 minutes time in case of receipt of bid in last 5 minutes. Bidders shall improve their offers in multiple of **Rs. 50,000/- (Fifty Thousand Only)** during online bidding of the property.

3. Registration of Bidders with M/s C1 India Pvt. Ltd. for bidding in e- auction as per the requirement of the Auctioneer Company is essential. For details in this regard, kindly visit website <https://www.bankeauctions.com> or contact Mr Hareesh Gowda, M/s C1 India Pvt Ltd, Mobile number 9594597555.

4. Caution to bidders:

- Property is sold on "**As is where is**", "**As is what is**", and "**Whatever there is**" after taking Physical possession of the properties.
- To the best of knowledge and information of the Authorized Officers, there are no encumbrances on the properties, except as mentioned herein. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of property put on auction, physical area of property and claims / rights / dues / affecting the property, prior to submitting their bid. **Further**

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the bidder/purchaser should make their own inquiries regarding any statutory liabilities, arrears of tax, claims etc. by themselves before making the bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation on the part of the bank. The property is being sold with all the existing and future encumbrances whether known or unknown to the bank. The Authorized Officer / Secured Creditor shall not be responsible in any way for any third party claims / rights / dues.

- c. The Bank does not undertake any responsibility to procure any permission/license, NOC, etc. in respect of the property offered for sale or for any dues like outstanding water/service charges, transfer fees, electricity dues, dues to the Municipal Corporation/local authority/Co-operative Housing Society or any other dues, taxes, levies, fees, transfer fees if any in respect of and/or in relation to the sale of the said property. Successful Bidder has to comply with the provisions of Income Tax regarding purchase of property & to pay the tax to the authorities as per applicable rates.
- d. Bidders are advised / cautioned to verify the concerned Revenue Records/ other Statutory authorities such as Sales Tax/Excise/Income Tax etc. and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.
- e. Bidders are advised to go through all the terms and conditions of sale and also in the corresponding public sale notice in the dailies before submitting the bid and participating in the online bidding/auction.
- f. Statutory dues/liabilities etc., due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s).
- g. The Sale notice is also being published in vernacular. The English version shall be final if any question of interpretation arises.

5. Inspection of Property/Immovable Assets:

- a. Property/Assets can be inspected on the date(s) given in the public sale notice, and on any other at the discretion of Authorised Officer. For prior appointment please contact Mr. Aditya Prakash Ph: 9890055110, Mr. Rohit Sahasrabudhe Ph: 7045786088, Mrs. MeghaJaulkar, Ph: 8424038477, Miss. NikitaChaturbhuj Ph: 9987360115, Mr. Mayuresh Goregaonkar 9867705436, Mr. KundalMitra 9681065553, Mr. Vivek Chauhan, Ph: 8956511538, Mrs. SimmiKumari Ph: 7002385710
- b. Bidders shall inspect the property/Assets and satisfy themselves regarding the physical nature, condition, extent, etc of the property/Assets.
- c. Bidders are bound by the principle of caveat emptor (Buyer Beware).



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6. Inspection of Title Deeds:

- a. Bidders may inspect and verify the title deeds and other documents relating to the property available with the Bank.

7. Submission of bid forms:

- a. Bids shall be submitted online only before the last date and time given in the sale notice.
- b. Bidders may give offers either for one or for all the properties. In case of offers for more than one property bidders will have to deposit the EMD for each property.
- c. Intending bidder should hold a valid e-mail id. All the correspondences will be done through E-mail. Interested bidders should have their own arrangements for internet service. Internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves.
- d. Bids form shall be duly filled in with all the relevant details. The bidders should upload scanned copies of PAN card and proof of residential address, while submitting e- tender/bid form. The bidders other than individuals should also upload proper mandate for e bidding.
- e. Bidders staying abroad/NRIs/PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.
- f. Incomplete/unsigned bids without EMD remittance details will be summarily rejected. NRI Bidders must necessarily enclose a copy of Photo page of his/her Passport.
- g. Only copy of PAN Card, Passport, Voter's ID, Valid Driving License or Photo Identity Card issued by Govt. and PSU will be accepted as the identity document and should be submitted along with the bid form.
- h. Original Identity Document copy of which is submitted along with the bid form must be produced on demand.

8. Earnest Money Deposit (EMD):

- a. The bid shall be accompanied by the EMD as specified in the public sale notice/tender document. Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT in the Account No.60325422235, Beneficiary Name: SAM BRANCH E-Auction A/c **M/s. PVN Tex Industries**; Bank Name: Bank of Maharashtra, Branch Name: Stressed Asset Management Branch, Mumbai, IFSC Code MAHB0001447 or by way of demand draft drawn in favor of Bank of Maharashtra-**M/s. PVN Tex Industries** of the Nationalized Bank, payable at Mumbai. Earnest Money Deposit (EMD) shall be adjusted in case of highest bidder, otherwise refunded within 7 working days of finalization of sale. The EMD shall not carry any interest. Further, in case possession of property is delayed by any reason whatsoever, the auction purchaser will neither be entitled for any interest nor damages.
- b. A copy of bid form along with the enclosures submitted online (also mentioning the UTR No. and the account no. through which EMD is remitted

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or Demand Draft number as applicable) shall be forwarded to the Authorized Officer, Bank of Maharashtra, Stressed Asset Management Branch, Mumbai Zone so as to reach on or before the last date of submission of bid i.e. 04/03/2020 by 5:00 p.m.

- c. Bidders not to disclose remittance details of EMD, UTR Code, etc. to any one and to safeguard its secrecy.
- d. Bidders shall preserve the remittance challan and shall produce the same as and when demanded.
- e. Bid form without EMD shall be summarily rejected.
- f. All details regarding remittance of EMD shall be entered in the bid form.
- g. EMD, either in part or in full, is liable for forfeiture in case of default.

9. Bid Multiplier:

- a. The bidders shall increase their bids in multiples of the amount specified in the public sale notice/Terms and condition of Sale.

10. Duration of Auction sale:

- a. Online auction sale will start automatically on and at the time given in the public sale notice/Tender Document.
- b. Auction/Bidding time will initially be for specified period and if bidding continues, the bidding process will get automatically extended five minutes duration of each and kept open till the auction-sale concludes.
- c. If any market-leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the bidding time will be extended automatically by five minutes and if no bid higher than last quoted highest bid is received within the said extended five minutes, the auction sale will automatically get closed at the expiry of the extended five minute. There will thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.
- d. Bidders are advised to enter their bid accordingly keeping in mind the five minutes duration.
- e. No complaint on time-factor or paucity of time for bidding will be entertained.

11. Online Bidding:

- a. Auction/ bidding will be only online bidding through the portal provided by the service provider.
- b. In case of sole bidder, the sale may be accepted or deferred and property be brought for resale or otherwise sale will be deferred or cancelled.
- c. Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- d. No request/complaint of wrong bidding will be entertained for canceling the sale and in such case, the EMD in full will be forfeited.
- e. Bidders may, subject to conditions of online service provider, may avail pre-auction training and/or for demo/mock auction-sale. The prospective qualified

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bidders may contact M/s. C1 India Pvt Ltd, Gulf Petro Chem Building, Building No. – 301, 1st Floor UdyogVihar Phase – 2, Gurgaon, Help Line No. +91-0124-4302020/2021/2022/2023/2024/2025, +91- 95945975553, Help Line e-mail ID:hareesh.gowda@c1india.com;support@bankeauctions.com, prior to the date of e-Auction.

12. Declaration of successful bidder:

- a. Highest bidder will be declared the successful bidder and sale will be confirmed in his favour in consultation of Secured Creditor. Intimation to this effect will be given through e-mail by service provider/Bank.
- b. Highest bid will be provisionally accepted on "subject to approval" basis and the highest bidder shall not have any right/title over the property until the sale is confirmed by the Authorized Officer.
- c. All intimations to bidders/auction purchaser will be primarily through e-mail by the service provider/Bank. Date of sending e-mail will be considered as date of intimation. If no intimation reaches, bidders are expected to take efforts to find out status from the Bank. Non-receipt of intimation should not be an excuse for default/non-payment.

13. Deposit of purchase price:

- a. The bidder declared successful, shall pay, immediately on the same day after such declaration, a deposit of 25% (less EMD already paid) on the amount of his purchase money.
- b. In case of the auction-sale proceeding and concluding beyond the banking transaction hours, the deposit of 25% of purchase price (less EMD already paid) shall be remitted before 5.00 p.m. of the next working day.
- c. The balance amount of purchase money shall be paid on or before the fifteenth day from the date of the sale or within such period as may be extended, for the reason to be recorded, by the Authorized Officer.
- d. It shall be the responsibility of the successful bidder to remit the TDS @ 1% as applicable u/s 194 1-A if the aggregate of the sums credited or paid for such consideration is Rs. 50 lakhs or more. TDS should be filed online by filling form 26QB & TDS certificate to be issued in form 16 B. The purchaser has to produce the proof of having deposited the income tax into the government account.

14. Default of Payment:

- a. Default of payment of 25% of bid amount (less EMD) on the same day or the next working day as stated in para 13(b) above and 75% of balance bid amount within the stipulated time shall render automatic cancellation of sale without any notice.
- b. The EMD and any other monies paid by the successful bidder shall be forfeited by the Authorized Officer of the Bank.



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15. Sale Certificate / Payment of Stamp Duty:

- a. On confirmation of the sale by the Bank and compliance of the terms of payment, the Authorized Officer shall issue a certificate of sale of the said property in favor of the successful bidder/purchaser in the form given in Appendix V to Enforcement of Security Interest Rules. The sale certificate shall be issued only in the same name in which the tender /bid is submitted.
- b. No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.
- c. Sale Confirmation/Sale Certificate shall be collected in person or through an authorized person.
- d. The successful bidder would bear all the charges/fees payable for conveyance such as stamp duty, registration fee or any other cost as applicable as per law. All statutory/non stator dues, taxes, rates, assessments, charges fees etc. will be responsibility of the successful bidder only.
- e. The Sale Certificate will not be issued pending operation of any stay/ injunction/ restraint order passed by the DRT/DRAT/High Court or any other court against the issue of Sale Certificate. Further no interest will be paid on the amount deposited during this period.
- f. The deposit made by the successful-bidder, pending execution of Sale Certificate, will be kept in non-interest bearing deposit account.
- g. No request for return of deposit either in part or full/cancellation of sale will be entertained.

16. Return of EMD:

- a. EMD of unsuccessful bidders will be returned through NEFT/RTGS transfer to the bank account details provided by them in the bid form and intimated via their email id.
- b. Unsuccessful bidders shall ensure return of their EMD and if not, immediately to contact the Authorized Officer of the Bank.

17. Stay/Cancellation of Sale:

- a. In case of stay of further proceedings by DRT/DRAT/High Court or any other Court, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.
- b. Default in payment of 25% of the purchase price or the balance purchase price within the stipulated/extended time will result in forfeiture and cancellation of sale and Bank will be entitled to re-auction the same.

18. Delivery of Title Deeds:

- a. The title deeds and other documents related to the property and deposited with the Bank for creation of Equitable Mortgage shall be delivered to the Successful bidder/Auction Purchaser, on execution of the Sale Certificate

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19. Delivery of possession:

- a. All expenses and incidental charges there to shall be borne by the auction purchaser.


20. Other Conditions:

- a. The Authorized Officer will be at liberty to amend/ modify/ delete any of the conditions as may be deemed necessary in the light of facts and circumstances of each case.
- b. The Bank has the absolute right and discretion to accept or reject any bid or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without any prior notice and assigning any reason.
- c. The Authorized Officer reserves the right to accept or reject all or any bid or bids without assigning any reason and to postpone or cancel the sale without assigning any reason.
- d. Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.
- e. No counter-offer/conditional offer/conditions by the bidder and/or successful-bidder will be entertained.
- f. The Borrowers attention is invited to the provisions of sub-section 8 of section 13 of the Act in respect of time available, to redeem the secured asset.
- g. Particulars specified in respect of the property in the public notice have been stated to the best of the information of the Authorized Officer/Bank and Bank would not entertain any claim or representation in that regard from the bidders.
- h. This publication is also fifteen days' notice required under Rule 8(6) of the Security Interest (Enforcement) Rules, 2002. Securitization Act to the above borrower/guarantor.
- i. Disputes, if any, shall be within the jurisdiction of Mumbai Courts only.
- j. Words and expressions used herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002, and the Rules framed thereunder.

Date : 13/02/2020

Place : Mumbai




Authorized Officer and
Deputy General Manager
Bank of Maharashtra, Mumbai

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