TENDER DOCUMENT

A/C of M/s. Jain Steel & Power Limited With

HUDCO, Indian Bank, BOI (Assignor) [Assignor of its debts to Edelweiss Assets Reconstruction Company (EARC)] & PNB (Joint Lenders)

TENDER/BID DOCUMENT FOR SALE

(Including for e-auction)

The Authorized Officer of HUDCO, Indian Bank, Edelweiss ARC & PNB (Joint Lenders)

In exercise of powers conferred under Section 13 of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (In short 'SARFAESI Act'), the Authorized Officer for the A/c of M/s. Jain Steel& Power of HUDCO, Indian Bank, Edelweiss ARC &PNB,the Joint Lenders issued a Demand Notice dated 05.07.2013 under sec 13(2) of the SARFAESI Act calling upon the borrower/guarantor/mortgagor in the above account to pay the amount due to the tune of Rs. 42,60,45,047.14 (Rupees Forty Two Crores Sixty Lakhs Forty Five Thousand and Forty Seven & Fourteen Paise only) as on NPA dates HUDCO- 30.06.2013, Indian Bank - 29.07.2012, Bank of India -31.12.2012 & PNB-28.09.2012 as per Demand Notice dated 05.07.2013 plus interest, compounded and penal interest and additional incidental charges etc. thereon till the date of final payment. As M/s. Jain Steel and Power Limited through its Managing Director Sri Manoj Kumar Jain failed to make payment despite Demand Notice, the Authorised Officer took possession of the property (more fully described in Annexure II) under SARFAESI Act on 17.03.2015 after complying with all legal formalities. The Authorised Officer is entitled to sell the properties by virtue of powers conferred on him under sec 13(4) of SARFAESI Act read with Rule 9 framed under the said Act. Sale is intended to be carried out by inviting tenders/bids from public. The necessary Notice of Intended Sale was published in Dharitri Odia News Paper and The New Indian Express English News Paper 24/12/2018. Accordingly, tenders/bids are called from intending purchasers. The details are furnished below:

Definitions:

- 1. 'Property' is the mortgaged and hypothecated items offered for sale more fully described in **Annexure-II**.
- 2. 'Seller' of the property is Authorised Officer of HUDCO, Indian Bank, EARC & PNB (Joint Lenders).
- 3. The term 'tender' wherever used shall also mean and include 'bid', 'offer' or similar terms, which convey the same meaning.
- 4. 'Tender document' comprises the terms and conditions of the tender, the Tender form, the Schedule of the property, Model letters if any to be submitted and other terms and

conditions etc., <u>including the terms and conditions for e-auction enclosed along with thebid / tender form wherever applicable.</u>

5. 'Designated place' is the place at which the tender documents shall be available apart from online mode and the completed tenders viz. Signed copy of TENDER DOCUMENTS, copy of KYC, PAN card, Authorization letter in case of Representative bidding, Photo of intended bidder/ authorized / designated person as the case may be along with DD payable at Bhubaneswar or Receipt of RTGS/ NEFT of EMD amount may be submitted at **HUDCO Regional Office**, **3**rd**Floor**, **DeenDayal Bhawan**, **Ashok Nagar**, **Janpath**, **Bhubaneswar-751009**.

PLEASE NOTE AUCTION SHALL BE CONDUCTED THROUGH ONLINE MODE ONLY AND INTENDED BIDDER IS EXPECTED TO UPLOAD HIS/ HER/ THEIR KYC DOCUMENT, AUTHORISATION LETER (IF APPLICABLE) PAN CARD, PHOTO, COPY OF DD/ RECEIPT OF RTGS OR NEFT AT PORTAL OF OUR SERVICE PROVIDER FOR ON-LINE AUCTION https://hudcoauction.auctiontiger.net

NO BIDDER SHALL BE ALLOWED TO PARTICIPATE IN AUCTION UNLESS SIGNED COPY OF TENDER DOCUMENT ALONG WITH ORIGINAL RECEIPT OF PAYMENTOF EMD IS RECEIVED AT OUR END AT DESIGNATED PLACE.THE INTERESTED BIDDERS SHOULD SUBMIT SEPARATE EMD DOCUMENTS AND EMD BID AMOUNT FOR EACH LOT OF THE PROPERTY TO BE AUCTIONED.

- **6.** In case of simultaneous successful auction of both the lots as mentioned in the the description of property to be auctioned in that event the lenders shall have the discretion to postpone the auction of the property and in that event a written communication shall be made to the successful bidders.
- 7. 'Tenderer' is the person who submits his tender for purchase of the property by quoting the price offered by him and therefore participates in the tender cum auction mode. This may be an individual, HUF, Partnership firm, private or public limited company or a statutory corporation. 'Tenderer' shall also mean and include 'Offerer'', 'Bidder' or similar terms which convey the same meaning.
- **8.** 'Representative' is the person authorized by the Tenderer to submit the tender document on his behalf. Such Representative may either hold a Power of Attorney issued in his name by the tenderer or authorized by the tenderer through a specific letter, attesting the signature of the Representative.
- **9.** 'Tender Amount' is the amount mentioned in the Tender form submitted by the Tenderer and later on increased in the tender cum auction mode amongst the eligible tenderers. The eligible tenderers are those who have quoted their bid /tender/ offer amount ABOVE RESERVE PRICE.
- **10.** 'Price' is the amount at which the Seller accepts to sell the property after opening all the tenders and verifying other documents and adopting the tender cum auction process in the discretion of AuthorizedOfficer.
- **11.** 'Successful Tenderer' is the Tenderer who has submitted the highest bid amount and /or who has quoted the highest bid amount in the tender cum auction mode.

- **12.** 'Second successful Tenderer ' is the Tenderer, other things remaining the same, whose quoted amount is next below the amount quoted by the Successful Tenderer as mentioned in the Para 11.
- 12. Acceptance date' is the date of mail communicating acceptance of the Tender by the seller to the successful Tenderer or the second successful Tenderer as the case may be.
- 13. 'Purchaser' is the 'Tenderer' whose bid / offer amount has been accepted by the Seller and who has not rescinded performance within the time limit allowed in the acceptance letter.
- 14. Wherever the pronoun 'he' and its related verbs are used, it also implies and includes 'she' as well as the plural form.

15.Property

It consists of the Land & building more fully described in Annexure-II.

16. Inspection:

16.01. The property can be inspected by the intending Tenderers from 24.12.2018 to 27.01.2019 at his expense between 11.00 am to 4.00 pm with prior appointment from the addresses mentioned in the Annexure-II. Inspection of documents etc. can be also carried out by the intending tenderers 24.12.2018 to 27.01.2019 between 11.00 am to 4.00 p.m. or in the dates as allowed by Authorised Officer at HUDCO Regional Office, 3rd Floor, Deendayal Bhawan, Ashok Nagar, Janpath, Bhubaneswar.

17. Terms of Warranty:

- 17.01. 'The Tenderer shall have to verify the position regarding the tax and other charges paid/payable, insurance, other statutory dues etc. from the designated place before submitting the Tender. No claims in whatsoever nature shall be entertained in this regard after the Tenders are opened
- 17.02. The Seller does not give any warranty as to the description, condition or accuracy of details regarding the property given in the Annexure II. The Tenderer *is* to satisfy himself as to the identity and correctness of the description of the property and statutory liabilities etc. before submitting the tender.
- 17.03. Once tender submitted, tenderer will be deemed to have waived all objections to the title, extent or any other aspect, if any afterwards. The successful tenderer shall not be permitted to refrain from performing his obligation by reasons of any error or default in description thereof in the schedule hereto or regarding the title thereto and/or for any other reason. The sale shall not be invalidated by such reasons and no compensation shall be payable in respect of any such default or error or mis-description.

17.4. The sale is on 'AS IS WHERE IS AND AS IS WHAT IS BASIS' and without any representations and warranties on the part of the Secured Creditors.

18. Submission of Tender:

- 18.01. The tender document can be obtained from the designated place of the Sellers between 10:00 AM to 03:00 PM on weekdays (Monday to Friday) 24.12.2018 to 28.01.2019 excluding holidays. The issue of tender document will be up to 03:00 PM of 28.01.2019. Since e-auction mode is adopted, the Tender/bid Form with the terms and conditions can obtained on-line be from the website https://hudcoauction.auctiontiger.net /www.Tenders.gov. in/ and online portal of HUDCO/ INDIAN BANK, Punjab National Bank, EARC and using the provision in the system / software, the same could be procured using the 'seal bid option' such that the activities could be done online. The tender form and the terms and conditions would be available in the website from 24.12.2018 to 28.01.2019 upto 03.00 p.m.
- 18.02. The tenderer should be legally eligible to buy a property in the Union of India.
- 18. 03. No separate tender document is to be used for the property item/ lot described in the sale notice i.e. splitting of the lot as shown in Annexure II is not permitted.
- 18.04. If the tender is submitted by a person who is not an individual, the details relating to constitution must be specified.
- 18. 05. When the tenderer is other than an individual, the capacity of the signatory shall be indicated along with rubber stamp of the organization, on whose behalf the tender is submitted.
- 18.06. If the tender is submitted through a Power of Attorney holder (POA holder) or an authorised representative, proof of such authorisation should be enclosed. However, in case of successful tenderer, the property would be transferred in the name of the tenderer only and not in the name of such POA holder or authorized representative.
- 18.07. The tender amount must be filled in both in words and in figures in the TENDER form (as is given in Annexure-II), failing which the tender can be rejected. When there is a difference in the amount stated in figures and in words, the amount stated in words shall prevail.
- 18.08. All corrections must be attested under the full signature *of* the tenderer with date of such corrections.
- 18.09. Complete address of the tenderer must be given in block letters. Telephone numbers, telegraphic address. **e-mail address**. *etc.*, also be furnished.
- 18.10. If the tender is submitted on behalf of an organisation, the name, designation and telephone numbers of the contact person, if any, shall also be given.
- 18.11. The Reserve Price for auction property and Earnest Money Deposit is enumerated in Annexure-II for each lot.
- 18.12. Earnest Money Deposit (EMD) as specified for in the Annexure-II shall be remitted along with the tender document. The tenders should be accompanied with EMD taken in DD (payable at Bhubaneswar) / RTGS/ NEFT mode in absence of which Tender shall be rejected / treated as disqualified. The Nodal Bank account No./ IFSC code etc. for online money transfer is as under: **The Joint Lenders Bank Current A/c No.**

- **6341941152** with Indian Bank, Main Branch, Bhubaneswar IFSC Code-IDIB000B024, Name of A/c. M/s.Jain Steel& Power Ltd.-SARFAESI Action. The Demand Draft / Pay Order shall be payable in Bhubaneswar only. Money Orders / Cash/ Postal Orders, personal cheque / bank guarantees. *etc.* shall not be accepted in lieu of Demand Draft / Bankers' Pay Order in case of EMD.
- 18.13. The Tender Price shall be quoted in absolute terms and shall not be linked to any other reference. The tender must be unconditional.
- 18.14. Correct and complete information is to be furnished while submitting the tender. Furnishing incorrect / false information relating to any material fact and / or failure to enclose any required document may cause the tender to be rejected at the discretion of the Seller. The details furnished in the Tender shall be duly witnessed atleast by two persons, who would affix their signature, name and address at the space provided for the same.
- 18.15. Tender document may also be obtained from official website of the lenders bank viz.www.hudco.org, www.indianbank.in, pnbindia.biz/pnbindia.in, http://www.edelweissarc.com/, under the link 'e-auction' (M/s Jain Steel & Power Ltd-a/c) and also from https://hudcoauction.auctiontiger.net , www.tenders.gov.in
- 18.16. For valid tender submission in Offline mode Tenderer required to submit completely filled in and signed TENDER FORM including Annexures along with i) Copy of the NEFT/ RTGS /Challan or Demand Draft pertaining to EMD ii) Copy of PAN Card; iii) Proof of photo Identification and Address Proof (KYC) viz. self-attested copy of Voter ID Card / Driving License / Passport / Ration Card etc iv) Authorisation letter (if applicable).
- 18.17. After Registration (One Time) by the bidder in the Web Portal, the intending bidder / purchaser is required to get the copies of the following documents uploaded in the web Portal before the Last Date & Time of submission of the Bid Documents viz. i) Copy of the NEFT/ RTGS /Challan or Demand Draft pertaining to EMD ii) Copy of PAN Card; iii) Proof of photo Identification and Address Proof (KYC) viz. selfattested copy of Voter ID Card / Driving License / Passport / Ration Card etc. The bidder shall have to possess the Digital Signature Certificate (DSC) for participating in Online bidding without which the Bid is liable to be rejected. UPLOADING SCANNED COPY OF TENDER FORM (as is given in Annexure-I) & Annexure -II (can be downloaded from the Web Portal: https://hudcoauction.auctiontiger.net & http://tender.gov.in) AFTER THE SAME IS DULY FILLED UP & SIGNED. In case the Bidder is a Company, a copy of the resolution passed by the Board of Directors authorizing the actual bidder to participate in the bidding on its behalf should also be submitted.
- 18.18. Please note that though Tender may be submitted by On- line as prescribed above, for participation in bidding only On-line mode i.e. E-auction has been adopted and for the same they shall have to Register with our service provider for E-auction i.e. https://hudcoauction.auctiontiger.net to obtain User Id & Password. Again after obtaining User Id & Password tenderer shall have to upload his Digital Signature Certificate (DSC) on web portal of service provider. FOR FURTHER CLARIFICATION OR GUIDANCE PLEASE CONTACT ON WEB PORTAL OUR

SERVICE PROVIDER: RAKESH NAYAK (ORISSA REGIONAL REPRESENTATIVE), E-MAIL ID: orissa@auctiontiger.net, CONTACT NO: 9937220319 OR ANY OF THE BRANCHES OF LENDERS.

- 18.19. Tenders complete in all respects may be submitted in Off-line mode along with EMD and other enclosures in a sealed cover addressed to Authorised HUDCO. Indian BOL Bank. Officer (Assigner)/Edelweiss (Assignee) & PNB (Joint Lenders) at HUDCO Regional Office, 3rd Floor, Deendayal Bhawan, Ashok Nagar, reach should Bhubaneswar-751009. lt to the designate place as mentioned above by courier/postal service or by hand on or before 28.01.2019 up to 04.00 pm Since e-auction mode is adopted, tenderer may also submit complete particulars as indicated in clause No. 18.17.
- 18.20. The sealed cover shall be super scribed with the words "TENDER FOR PURCHASE SUBMITTED IN RESPONSE TO ADVERTISEMENT DATED **24/12/2018** FOR PROPERTY i.e.**Land & building** of Jain Steel & Power Ltd. (details of which mentioned in the Annexure-II).
- 18.21. **Submission of Tenders:** The sealed covers shall be submitted at the designated place before **04.00 p.m. of 28.01.2019.** The sealed covers can either be hand delivered at the designated place or be sent by Post *I* courier. Tenders sent by post *I* courier will be considered only if the same is received at the designated place within the stipulated time and the date of posting *I* dispatch shall not be a proof of delivery. Tenders received after the stipulated date and time will not be considered. Since e-auction mode is adopted, tender form shall be submitted with complete particulars as indicated in clause No. 18.17.
- **19. Withdrawal of tenders:** A tenderer may be permitted to withdraw the tender submitted by him at any time but not later than upto 05.00 pm of **28.01.2019** (applicable for submission of tender documents through e-mail). However request for withdrawal of the tender shall be made in writing by the tenderer himself and should be submitted at the designated place before the time limit fixed. The same applies to a Representative also.

20. Tender opening:

- 20.01 The received tenders will be opened on **28.01.2019 at 05:30 P.M.** in the e-auction mode by Authorised Officer of HUDCO, Indian Bank, EARC &PNB, (Joint Lenders) or any other manner stipulated in the e-auction mode and its related terms and conditions enclosed with the bid form.
- 20.02. Subsequently, the intending bidders who have submitted their bid <u>above the Reserve Price</u> will be given an opportunity at the sole discretion of the Authorized Officer to have an *interse*bidding among themselves immediately on opening of the tenders on the same date through on-line mode.

For the purpose, e-auction will be conducted on 29.01.2019 from 10.30 A.M. to 01.30 P.M. with auto time extension of 5 minutes each till sale concluded. The bid multiplier amount shall be Rs 10,00,000/ - (Rupees Ten Lakh only) At that juncture, the floor price for interse bidding would be the highest price quoted at the time ofopening of the tender / bid. The sale shall be conferred on the person making highestoffer / tender / bid subject to confirmation by Secured Creditor. The undersignedreserves right to accept or reject the bid / tender without assigning any reason thereof. The tenders would be processed immediately at the office of the Seller and the successful bidder will be finalised. It shall be subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of 25 % of accepted bid price/ Sale Price is paid /deposited immediately or within a day (i.e. on 30.01.2019 before 05:00 P.M.) by way of DD/RTGS / NEFT / Account Transfer from Indian bank A/c only failing which the EMD amount remitted will stand to be forfeited.

21. E -auction:

21.01. Digital Certificate is required to participate in the auction to be conducted in the Website https://hudcoauction.auctiontiger.net. For those who are not having Digital certificate, link is provided in the website https://www.bankeauctions.com for purchase of the same or alternately may make their own arrangements for purchase of the same from other vendors. Normally Digital certificates are issued valid for a period of one year. FOR ANY ASSISTANCE MAY CONTACT Mr. Rakesh Nayak, (Tel: +91-9937220319), Mr. P.C. Mangaraj (Mob.:No. +91-9437089488), Mr.Jerry Koshi (Mob.: No. +91-7694097005), Mr. Sandip Pradhan (Mob.:No. +91-08879789517), Mr. Madhukar Ugemuge, (Mob.: +91-9893203918).

21.02. Eligible bidders will be provided with user-id / password by the facilitator who had complied with the Terms and conditions of remitting EMD and submission of proof for KYC compliance including PAN details etc. Training in e-auction also will be provided to the eligible bidders by the facilitator. The eligible bidders are required to participate in the e-auction at the designated place website https://www.bankeauctions.com using the user-id and password provided to them from the start time at the sole discretion of the Authorized Officer. At that juncture, the floor price for inter-se bidding would be the highest bid received through tenders / bid.

22. Acceptance of Tender:

22.01. The Seller is not bound to accept the highest bidder automatically, The Seller reserves the right to reject any or all the tenders without assigning any reasons thereof. The Seller reserves the right at his discretion to defer/cancel the tender process at any time or to call for fresh set of tenders or to withdraw, any or all the items listed in the schedule of property from sale.

22.02. As soon as tender cum auction process is finalised, the successful tenderer/ bidder will be informed on the same date i.e. 29.01.2019 through mail to e-mail address as furnished in TENDER FORM of the successful bidder to enable him to deposit 25% of the sale price immediately or within next day (i.e. within 30.01.2019 before 05:00 P.M.) as stated supra. Once the e-auction is completed and sale is conferred on the person making the highest offer /tender / bid, the successful bidder will be intimated by email, who has to remit 25% of the Accepted Bid Price/ Sale Price immediately or within next day (i.e. within 30.01.2019 before 05:00 P.M.) by DD / RTGS / NEFT / Account Transfer from Indian bank A/c failing which the EMD amount remitted will stand to be forfeited.

- 22.03. Sale is subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of **25** % of Accepted Bid Price/ Sale price is paid/ deposited immediately (i.e. within 30.01.2019 before 05:00 P.M) as stated *supra*.
- 22.04. 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. The Earnest Money Deposit shall not bear any interest. The successful bidder shall have to deposit 25% of the Accepted Bid Price/ Sale Price immediately (i.e. within 30.01.2019 before 05:00 P.M) after the acceptance of bid price by the Authorised Officer. Balance of the Accepted Bid Price / Sale Price shall be payable within 15 days of confirmation of Sale or he shall have option to deposit Bank Guarantee in lieu of the same. In case of default in payment by the successful bidder, the EMD deposited by such bidder shall be liable to be forfeited and the defaulting borrower shall have no claim/ right in respect of property.
- 22.05. The successful bidder shall have the option to pay the balance amount through a bank guarantee for the full amount or in multiples so that part bank guarantee would be released upon payment of equivalent amount. The bank guarantee shall cover the balance of the Accepted Bid Price including interest thereon @ 9.50% for the agreed period which shall not be more than three months from the date of Confirmation of Sale.
- 22.06 The successful bidders shall have option to lift the auctioned property only after payment in full the Accepted Bid Price/ Sale Price or deposit of BG in lieu of the balance price for the agreed period as mentioned above.
- 22.07 The auctioned property shall be put under joint security after payment of balance amount or BG in lieu of the same as the case may be for the purpose of watch and wards and cost of expenditure against security arrangements shall be born in equal proportion between creditors at one part and successful bidders at other.
- 22.08. No time extension for making the payment after the stipulated period will be granted nor shall the successful tenderer / bidder be allowed to make part payments by way of other than as stipulated supra.
- 22.09. Failure to deposit the balance of Accepted Bid Price within the stipulated time shall be construed as breach of the terms and conditions and hence the EMD paid by the successful tenderer / bidder shall be forfeited without any notice.
- 22.10. If the successful tenderer do not deposit **25%** of the Accepted Bid Price/Sale Price immediately (i.e. within 30.01.2019 before 05:00 P.M.) on conveyance of acceptance through mail to mail address provided in Tender Form or fails to deposit balance price as mentioned above, it is open to the Seller to confer the sale on the second successful tenderer / bidder.
- 22.11. If the Seller decides to accept the tender of the second successful tenderer/ bidder, either upon failure of the successful tenderer / bidder or otherwise, the same shall be intimated to the second successful tenderer / bidder. The terms and conditions regarding deposit of balance amount, forfeiture as stated shall apply mutatis mutandis to the second successful tenderer / bidder also.

- 22.12. Upon breach by the successful tenderer / bidder or, in case of acceptance of tender / bid of the second successful tenderer / bidder, upon his breach, the Seller may decide to sell the property by calling for fresh tenders or through private sale or otherwise.
- 22.13. If the e-auction fails owing to any technical snag etc., the same may be rescheduled by issuing 7 days prior notice.
- 22.14. The EMD given by the tenderers other than the Successful Tenderer / bidder and / or the second successful tenderer / bidder, shall be returned to them by post within a reasonable time.

23. Transfer of property:

- 23.01. On confirmation of sale by the Secured Creditor and upon payment of the full amount of Purchase Price, the Authorised Officer will execute the Sale Certificate in favour of the Purchaser. The successful Bidder shall bear the applicable legal/incidental expenses like stamp duties / additional stamp duty / Registration charge, fee etc. and also all the statutory / non-statutory dues, taxes, rates, assessment charges, fees etc. owing to anybody. The bidders are advised to make their own enquiries as regards any statutory dues / taxes etc. in respect of the property put to auction and the taxes applicable in the State of Odisha/Govt. of India shall be borne by the successful bidder.
- 23.02. It will be the responsibility of the Purchaser to take all steps necessary for registration of the sale certificate and successful bidder/purchaser will deduct TDS @1% on the sale proceeds for the immovable property as per section 194IA of the Income Tax Act,1961 and deposit the same by furnishing the challan in form 26QB and submit the original receipt of TDS certificate to the lender.
- 23. 03. The cost towards transfer fee, expenses, charge etc incurred towards stamp duty etc and any other expenses will be borne by the Purchaser. The Seller will not bear any expenses whatsoever nature.
- 23.04. It will be the responsibility of the Purchaser to pay all taxes *I* charges or any other charges demanded by any authority in respect of the property under auction after the acceptance of the tender, even if it pertains to prior period.
- 23.05. To the best of knowledge and information of the Authorised officer/lenders there is no encumbrance on the property/ies. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of the property/ies 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 lenders. The property is being sold with all the existing and future encumbrances whether known or unknown to the lenders. The Authorised officers/ Secured creditors shall not be responsible in any way for any third party claims/ rights/ dues. The Secured creditors will not accept any claim or responsibility on this account and shall not be held accountable for this and shall not be asked to pay I reimburse any amount in this regard.
- 23.06. In token of having read, understood and accepted the terms and conditions, the tenderer, or his representative, as the case may be, shall affix his full signature at the end of each page of the tender document. Wherever applicable, the office stamp shall also be affixed along with the signature.

24. The Authorised Officer of Joint Lenders, has the absolute right to accept or reject any or all the bids / offer(s) or to adjourn / postpone / cancel the e-Auction without assigning any reason thereof.

Place: Bhubaneswar Date: 24.12.2018

TENDER FORM

To

Authorised Officer of HUDCO, Indian Bank, EARC & PNB (Joint Lenders)

Dear Sir,

Sub: A/c of M/s. Jain Steel & Power Ltd.- submission of Tender for purchase of Land and Building.

Ref: Your advertisement on dated 24.12.2018 in The New Indian Express (English)" and Dharitri (Odiya).

If the submit my / our tender for purchase of Land and building offered by you on outright sale basis, which is on 'As is where is and As is what is' basis. If we furnish the necessary details as below:

1	Name of Tenderer	
2	Constitution *	
3	Address and telephone number for communication	
4	Name, Address and telephone number of contact person, If any for communication & E-MAIL ADDRESS	
5	Description of Property/item for which tender is submitted	
6	Tender amount in figures-Rs.	
	In words-Rupees.	
7	EMD	
8	Details of EMD payment	DD/RTGS/NEFT/Account Transfer and/or any other acceptable mode of money transfer without time lag preferably by RTGS/NEFT Date: Issued by: On: Favouring:

^{*} Mention Individual / HUF / Proprietary Concern / Partnership firm / Private Limited Company / Public Limited Company

I/ we have read and understood the terms and conditions of sale and verified the other particulars regarding the property being offered for sale through this tender. I / We have further understood that the sale is being made on 'As is where is and As is what is' basis and also without any representations and warranties from the Bank on encumbrances, statutory liabilities etc. I / we have signed the tender document as required therein. I /we agree to abide by the terms and conditions for sale. I / we have enclosed all documents as required to be submitted along with this tender. I / we, am / are fully aware and agree that the Seller shall have the sole right either to accept or reject the tender without assigning any reason.

Yours	faithfully,

Signature of the Tenderer

Witnesses:

- 1. Signature, Name & Address
- 2. Signature, Name & Address

NOTE: Please read the terms and conditions for sale of the property as mentioned in the tender document before filling up and submitting the tender. Furnish correct and complete information. Furnishing incorrect / false information relating to any fact and / or failure to enclose any required document, which may materially affect the selection of the tender, may cause the tender to be rejected. Whether any such fact /information is material or not, is subject to the facts and circumstances of the case and shall be decided by the Seller at his sole discretion which shall be final and binding.

Annexure-II

Description of the property (lands and building) assets for auction	Reserve price (in lacs)	EMD
All that piece and parcel of the immovable property comprising of Land and Building over plot No 1359 Ac. 9.20, Khata No 153/ 302; Plot No 1465 Ac. 0.25, Khata No. 54; Plot No 1366 Ac. 8.72, Plot No 1466 Ac. 1.72, Khata No 153/ 303; Plot No 1394 Ac. 0.68, 1396 Ac 0.80, 1399 Ac. 1.28, 1470 Ac 0.54, 1416 Ac 0.48, Khata No. 153/ 307; Plot No 1464 Ac. 0.11, Khata No. 153/ 325, Plot No. 1385 Ac. 1.10, 1386 Ac. 3.42, Khata No. 153/ 306 Plot No 1392 Ac. 0.73, 1393 Ac 6.58, 1395 Ac. 0.34, Khata No. 153/ 305; Plot No 1449 Ac. 0.65, 1451 Ac. 0.30, 1452 Ac. 0.54, 1453 Ac. 0.16, 1454 Ac. 0.22, 1455 Ac. 0.83, 1456 Ac. 0.24, 1457 AC. 0.22, Khata No 153/ 309; Plot No 1417/ 2631 Ac 0.05, Khata No 153/313; Plot No 1417 Ac. 0.43, 1418 Ac. 0.10, 1469 Ac. 1.03, Khata No 153/310 Of Mouza Durlaga; Plot No 826 Ac.0.24, 827 Ac 0.48, 828 Ac. 0.60, 829 Ac. 0.53, 830 Ac. 0.60, 831 Ac. 0.11, Khata No 103/ 58 of Mouza :Saletikira; Plot No 1461 Ac. 0.39, 1462 Ac. 0.26, Khata No 153/ 311; Plot No 1451/ 2652 Ac. 0.30, 1455/2653 Ac. 0.09, Khata No 153/ 314,; Plot No 1419 Ac. 0.42, 1463 Ac 0.44, 1388 Ac 3.05, 1391 Ac 0.20, 1397 Ac 0.43, 1398 Ac 0.39, 1389 Ac 0.37, 1390 Ac 0.12, Khata No 153/ 308; Plot No 1383 Ac 1.22, 1387 Ac 0.64, 1421 Ac 0.42, 1428 Ac 0.88, 1387/ 2302 Ac 0.78, 1421/ 2063 Ac 0.17, 1451/ 2069 Ac 0.13, Khata No 153/ 312 of Mouza: Durlaga and Plot No 3896 Ac 0.89, Khata No 861/ 463 of Mouza: Panchapara of Jharsuguda, Distt. & SRO Jharsuguda in the State of Odisha. The total land admeasuring Ac 54.87 together with Land and Buildings constructed thereon	Land & Buildings Reserve Price Rs.3242.84 lacs. (Rupees Three thousand two hundred forty two lacs and eighty four thousand only	Land & Buildings EMD Amount Rs324.28 lacs (Rs. Three hundred twenty four lacs and twenty eight thousand only). Bid increase amount Rs.10 lakhs (Rupees Ten lakhs only or its multiple/s

Bidders are advised to visit the website https://hudcoauction.auctiontiger.net of our e- auction service provider M/s. e-Procurement Technologies Ltd. for auction bid form and detailed terms and conditions which are annexed to the bid form. The helpline No. to get assistance during the entire process is Mr. Rakesh Nayak, (Tel: +91-9937220319).

For further details regarding inspection of the properties, verification of documents etc, the intending bidders may contact the Authorized Officer of HUDCO, Indian Bank, EARC & PNB, (Joint Lenders), Bhubaneswar during office hours by phone Mr. P.C. Mangaraj (Mob.: No. +91-9437089488), Mr.Jerry Koshi (Mob.: No. +91-7694097005), Mr. Sandip Pradhan (Mob.: No. +91-08879789517), Mr. Madhukar Ugemuge, (Mob.: +91-9893203918), and E-mail Id-hudconiwasbbsr@gmail.com

Place : Bhubaneswar

Date- : 24.12.2018

Authorised Officer
HUDCO, Indian Bank, EARC &PNB,

(Joint Lenders)

TENDER EVENTS

A/C of M/s. Jain Steel & Power Limited
With
HUDCO, Indian Bank, EARC & PNB (Joint Lenders)

TENDER/BID DOCUMENT FOR SALE (Including for e-auction) The Authorized Officer of HUDCO, Indian Bank, EARC & PNB (Joint Lenders)

Availability of Tender Forms at	24.12.2018 to 28.01.2019 up to
Lenders and Service Provider's	03.00 P.M.
(Auction Tiger) website.	
Submission of Tender	On or before 28.01.2019 up to
Documents	04.00 P.M.
Withdrawal of Tender	On or before 28.01.2019 up to
Documents	05.00 PM.
Date of E-auction	On 29.01.2019 from 10.30 A.M.
	to 1.30 P.M.
Deposition of 25% of the Bid	Same day or next day of the
amount	date of successful e-auction.
Deposition of balance 75% of the	Within 15 days from the date of
Bid amount	confirmation of sale.