

Notice for sale

ABHYUDAYA CO-OP. BANK LTD. (Multi State Scheduled Bank)

Head Office :K.K.Tower, Off G.D. AmbekarMarg, Parel Village, Mumbai - 400 012.
Tel. No. 24180961-64, 24106549, Website: www.abhyudayabank.co.in

Development Dept- Abhyudaya Bank Building, 1stFloor, Sector No.17, Vashi, Navi Mumbai-400703.

Tel No.27890648/49.Email:- development@abhyudayabank.net

TENDER NOTICE FOR SALE OF IMMOVABLE PROPERTY

The undersigned being the Authorized Officer (AO) of ABHYUDAYA CO-OPERATIVE BANK LTD.hereby invites bid/offers in sealed envelopes for sale of the following Immovable property of the Bankon “As is where is, As iswhat is and Whatever there is basis, which is without any warranty, guarantee, recourse, assurance and undertaking or representation of any kind whatsoever”,			
Sr. No.	Description & Location of Property	Reserve Price (Rs. in lakh)	Earnest Money Deposit (10 % of R.P.)(Rs. in lakh)
1.	Vikhroli West - Shop No.1, Mayfair Symphony Spring, Parksite, Godrej Hiranandani Link Road, Vikhroli (W), Mumbai-400 079.	Rs.265.00	Rs.26.50

2. The salient points of sale are as under :

	(i)	The Schedule for the auction will be as below :-		
		Sr. No.	Particulars	Timelines
		a	Obtaining of the Tender document by the intending bidders	16.09.2023 to 25.09.2023
		b	Inspection of Property	16.09.2023 to 25.09.2023 (On any working day between 10.00 a.m. to 5.00 p.m.)
		c	Inspection of title documents	16.09.2023 to 25.09.2023 (On any working day between 10.00 a.m. to 5.00 p.m.)
		d	Payment of EMD	Before 25.09.2023 upto 5.00pm
		e	Submission of Bid Documents and the supporting documents	16.09.2023 to 25.09.2023
		f	Auction	27.09.2023 (3.00pm to 4.00pm)
		g	Declaration of the successful bidder	29.09.2023
		h	Payment of full sale consideration	As per Clause II (15)
	(ii)	As the Bank intends to sell the property described above on “AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS, WITHOUT ANY WARRANTY, GUARANTEE, RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER.” , the AO does not take or assume any responsibility for any shortfall of the property, for procuring any permission etc. for the transaction or for any known or unknown dues/liabilities, or for any dues, statutory or otherwise viz.Property Tax, Electricity charges, Water charges, Maintenance charges etc. or any other charges of any authority established by law. Such dues if any, both existing & future relating to the property will have to be borne/paid by the purchaser. The encumbrances need to be borne/paid by the purchaser whatever is applicable as per law.		
	(iii)	EMD should be paid through RTGS/NEFT to A/C No. 001065100000001 of “ABHYUDAYA CO-OP. BANK LTD.” IFSC ABHY0065001 on or before the date of		

		submission of tender. The EMD shall be refunded to unsuccessful bidder/s on the same date or next working day of opening of bid. The EMD will not carry any interest.
	(iv)	The Bid document can be downloaded from website of the bank www.abhyudayabank.co.in and the auction website https://bankauctions.in/ .
	(v)	Title documents of the property will be available for inspection at Development Dept., Vashi on any working day from 16.09.2023 to 25.09.2023 between 10.00 a.m. to 5.00 p.m.
	(vi)	Bid closing will be submitted on 25.09.2023 upto 5.00p.m.
	(vii)	Conditional bids or bids below the Reserve Price will not be acceptable.
	(viii)	The auction sale will be 'Online E-Auction' Bidding through website https://bankauctions.in/ on the dates as mentioned in the table above with a further Extension of 5 Minutes. Interested bidders are required to register themselves with the portal and obtain login ID and Password well in advance, which is mandatory for e-bidding, from auction service provider M/s.4 Closure. (Contact Person: Mr. T Jaya Prakash Reddy, Phone No. 8142000064, Email. prakash@bankauctions.in & Mr. Arijit Kumar Das Phone No. 8142000725, email. arijit@bankauctions.in .) Please note that, Prospective bidders may avail of online training on e-auction from their registered mobile number only.
	(ix)	The AO reserves the right to accept/reject any/or all the bids without giving any reason thereof at any steps of this auction process. In case all the bids are rejected, the AO reserves the right to sell the properties by re-tendering. Date and time of opening of bid, auction or sale confirmation can be postponed by AO by giving prior notice on Bank's website.
	(x)	After the successful auction thereafter bidder whose bid amount is the highest will be successful bidder. The successful bidder would be required to bear the necessary expenses like stamp duty, registration expenses etc. for the transfer of the property.
	(xi)	The terms and conditions mentioned in the detailed bid document shall apply to sale.

The public notice published in following newspapers:

1. Times of India, Mumbai (English) dated 16.09.2023
2. Freepress Journal, Mumbai (English) dated 16.09.2023
3. Loksatta, Mumbai (Marathi) dated 16.09.2023

II. Other TERMS AND CONDITIONS

1.	The bidders shall be deemed to have inspected and approved the Property to their entire satisfaction and for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of the property and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself/themselves about the names, descriptions, particulars, specifications, measurements, boundaries of the property and that the bidder concurs or otherwise admits the identity of the property purchased by him/her/them notwithstanding any discrepancy or variations, by comparison of the description in the particulars of the property and its condition.
2.	<u>Due Diligence by the Bidders:</u> The interested parties shall carry out their own comprehensive due diligence in respect of the Property including any dues relating to the Property. A bidder shall be deemed to have full knowledge of the condition of the property, relevant documents, information, etc., whether the bidder actually inspects or visits or verifies or not.
3.	The Bidders shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of the Bid/Offer for submission and/or for carrying out due diligence, search of title to the property and matters incidental thereto or for any other purpose in connection with the purchase of the property under reference.
4..	<u>Submission of Bid/Offer:</u> The Bidder shall complete the Bid/Offer form(s) annexed to the Bid Document in all respects, quote the price and furnish the information called for therein and shall sign and date each of the documents in the space provided therein for the purpose. The Bidder shall initial on each page of the Bid/offer. The Bidder has to quote the offer price in figures and words in Indian Rupees. In case of discrepancies in offer price quoted, the price quoted in words will be considered as quoted price for evaluation by the Bank
5.	The Bid/offer shall contain the full address, telephone no's, Mobile no, email id, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Bid/Offer.
6.	The Bid/Offer shall be signed by a person or persons duly authorized by the Bidder with signature duly attested.
7.	The Bid/Offer form and the documents attached to it shall not be detached one from the other and no alteration or mutilations (other than filling in all the blank spaces) shall be made in any of the documents attached thereto.
8.	<u>Date of submission of Bid/Offer Document:</u> The intending purchaser/bidder is required to submit amount of the Earnest Money Deposit (EMD) and register their name at https://bankauctions.in/ and get user ID, password and training on e-Auction from the service provider free of cost. After their Registration on the web-site, the intending purchaser/bidder is required to get the copies of the following documents submitted {1. Copy of the DD copy/ Pay order; 2.Copy of PAN card and 3.Copy of proof of address (Passport, Driving License, Voter's I-Card or Aadhar Card, Ration Card, Electricity Bill, Telephone Bill, Registered Leave License Agreement)} by the last date of submission of the EMD(s) as mentioned in the sale notice and also submit hard copy thereof at the Department mentioned hereinabove. <ol style="list-style-type: none"> i. Bid documents (form IV and V) as per format. ii. Copy of Memorandum & Articles of Association with Certificate of incorporation (if applicable). iii. Copy of Deed of Partnership with registration certificate (if applicable) iv. PAN Card copy of Firm/partners/Company/Individual

	<p>v. Copy of Resolution passed at a meeting of the Board of Directors of the company approving submission of the bid and authorising the signatory(ies) to sign the bid documents (if applicable)</p> <p>vi. Evidence of payment of Earnest Money to "Abhyudaya Co-op. Bank Ltd., Mumbai, through RTGS/NEFT:(IFSC: ABHY0065001) of "The Abhyudaya Co-op. Bank Ltd.",Account No.001065100000001,</p>
9.	Submission of the Bid/Offer means and implies that the Bidder/offerer has unconditionally and irrevocably agreed to and accepted all the terms and conditions of the Bid/Offer detailed in the Bid Document.
10.	The time hereinabove fixed for the observance and performance by the bidder of any of obligations to be observed by him/her/them under these conditions is and shall be deemed to be of the essence.
11.	Online E-auction participation is mandatory in the auction process by making application in prescribed format which is available along-with the offer/tender document on the website. Bidders are advised to go through the website https://bankauctions.in/
12.	Bids that are not filled up or Bids received beyond last date will be considered as invalid Bid and shall be summarily rejected. No interest shall be paid on the EMD. Once the bid is submitted by the Bidder, same cannot be withdrawn. However, EMD deposited by the unsuccessful bidder shall be refunded without interest.
13.	After opening of the bids/tenders, the AO will declare the highest bid price above the reserve price. On the basis of the highest price, auction will be conducted wherein the qualified bidders/their authorized representatives can participate. Thereafter the highest bidder will be declared as "Successful bidder".
14.	Bids/Offer with less than the Reserve Price as detailed in this Tender Notice and/or having incomplete Form of Bid/Offer shall be rejected outright.
15.	The successful bidder would be informed in writing about the acceptance of his/her/their bid/offer by the AO and this will be referred to as confirmation of sale. The Successful Bidder shall deposit 25% of the amount of sale price, after adjusting EMD already paid, on the same day or not later than next working day, failing which the EMD shall be forfeited. The balance 75% of the sale price is payable on or before 30 days of confirmation of Sale by Authorized officer. In case of failure to deposit this balance amount within the prescribed period, the amount deposited shall be forfeited. Balance payments other than EMD shall be made by way of crossed A/c Payee Demand Draft/ Pay Order drawn in favour of "Abhyudaya Co-op. Bank Ltd." issued by any Nationalized/Scheduled Bank or through RTGS/NEFT: (IFSC: ABHY0065001) of Abhyudaya Co-op. Bank Ltd., Mumbai having its Account No.001065100000001.
16.	If the successful bidder does not deposit the balance 75% of the sale price within the stipulated period given to him/her/them, then on their request, the extension of time may be given at the sole discretion of the Bank and the Bank will charge interest at 18% pa, on the balance amount. However, such extended period will not go beyond 60 days from the last date for payment of the balance 75%.
17.	The defaulting successful bidder shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold.
18.	On receipt of the entire sale consideration, the AO will arrange for execution of a sale agreement.
19.	The successful bidder shall, after registration of sale Agreement, arrange to take the possession of the property within the maximum period of 30 days from the date of registration of sale Agreement
20.	The successful bidder will be required to bear all the necessary expenses like stamp duty, registration expenses etc., for the transfer of assets in his/her/their name. It is expressly stipulated that there are no implied obligations on the part of AO and it shall be solely the obligations of the Successful bidder, at his/her/their cost, to do all acts, things and deeds whatsoever for the completion of the sale including the payment of dues, if any, to get the property transferred in the name of the Successful bidder.
21.	The AO shall be at liberty to add, amend/modify/delete/drop any of the above

	conditions as may be deemed necessary in the light of the facts and circumstances. The Bank shall not be liable for any failure or delay in performance due to any cause beyond its control.
22.	The entire procedure of e-auction, the sequence of opening and auction bidding etc, shall be at the sole and absolute discretion of the AO and the intending bidders shall have no right whatsoever to object to the same.
23.	The AO reserves the right and liberty to accept/reject any or all of the Bids/Offer and also reserves the right to cancel the entire sale process without assigning any reasons. In case all bids are rejected or the successful bidder fails to make payments as required in the Bid document or withdraws his/her/their bid, the AO at his sole and absolute discretion, reserves the right to go for re-tendering or sell the property and the bidders shall have no right to object to the same. Further, the Bank will have a right to forfeit the amount deposited by the successful bidder in the above circumstances.
24.	In the event of the said sale in favour of the Bidder not being confirmed by AO, otherwise than on account of the willful default of the bidder or if the sale is set aside by an order of the Court/Tribunal, then in that event the sale shall be void and the bidder shall, in that event be entitled only to receive back his/her/their Earnest Money Deposit (EMD) or purchase money as the case may be, but without interest and the bidder shall not be entitled under any circumstances to be paid his/her/their costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her/themselves.
25.	Notwithstanding anything stated elsewhere in this Bid Document, the AO reserves the right to call off the sale process at any point of time without assigning any reasons.
26.	<u>Jurisdiction:</u> All disputes arising amongst the parties shall be adjudicated according to Indian Law. Courts in Mumbai (Maharashtra) alone shall have jurisdiction to entertain/adjudicate such disputes.

(On the Letter head of the bidder)

III. FORM OF BID/OFFER

FORM OF BID/OFFER FOR PURCHASE OF PROPERTY AT VIKHROLI WEST PREMISES

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

1.	a) Full name of the Bidder/Offerer(In Block Letter)	:	
	b) Complete Postal Address with Pin code, Telephone No's, Fax Nos., Mobile No's, E-Mail Id, Website etc.	:	
2.	Brief particulars of Business	:	
3.	Name of the Company/Firm/person in whose name the Property is to be purchased		
4.	Income Tax Permanent Account Number (s) (PAN) of Bidder/Offerer	:	
5.	Amount quoted by the Bidder/Offered for the purchase of Property in figure- and in words	: Rs. : Rupees (Words)	
6.	Details of Earnest Money Deposit (EMD) RTGS UTR No.	Rs. : Rupees (Words)	

I/We have read and understood the detailed terms and conditions of the sale and have also read, and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/incomplete, I/we shall not hold the Authorized officer/Bank responsible for the same and shall not have any claim whatsoever against either of them.

Signature of the Bidder/Offerer or their duly Authorized Official, alongwith Seal

Name and Designation of the Authorized Signatory

Place :

Date :

(On the Letter head of the Bidder)

IV. FORM OF APPENDIX TO THE BID/OFFER (DECLARATION BY THE BIDDER)

(Note: This Appendix forms part of Bid/Offer)

To,
Authorized Officer,
Abhyudaya Co-Operative Bank Ltd.,
1st Floor, Development Dept.
Sector No.17, Vashi,
Navi Mumbai- 400703

Sir,

SALE OF PROPERTY AT VIKHROLI WEST.

1. Having fully examined and understood the terms and conditions of the Bid Document and status of the Property, I/We offer to purchase the said property strictly in conformity with terms and conditions of this Bid/Offer Document.
2. 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 Earnest Money Deposit (EMD) paid by me/us is liable to be forfeited by the Bank and Bank is at liberty to annul the offer made to me/us at any point of time.
3. I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for due observance and performance of the terms and conditions of the Bid/Offer and acquire the Property. If I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.

I/We further understand that, if my/our Bid/Offer is accepted, if I/we fail to deposit the balance amount of 75% of the sale consideration (after having paid 25% of sale consideration) by the stipulated date, the said amount of 25% of the sale consideration (including Earnest Money Deposit) or any further amount/s paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Bid Document.

4. I/We clearly understand and accept that the AO does not take or assume any responsibility for any dues, statutory or otherwise, of the property at **VIKHROLI WEST** including such dues that may affect transfer of the property in the name of the successful bidder and such dues, if any, will have to be borne/paid by me/us in case my/our Bid/Offer is accepted.
5. I/We understand that you are not bound to accept the highest bid/offer you may receive. Further, I/We will not raise any objection in case the AO goes for re-tendering or sell the property.
6. I / We understand that time is the essence for completing the acquisition formalities of the property and I/We agree and undertake to abide by it.
7. I/We have remitted EMD of Rs. _____ (Rupees _____) to Abhyudaya Co-op. Bank Ltd., through RTGS (RTGS/NEFT: IFSC: **ABHY0065001**) A/c. No. **001065100000001** of "Abhyudaya Co-op. Bank Ltd.," under UTR

No.....on..... I/We understand that the EMD will not carry any interest.

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

Dated _____day of 20_____ in the capacity of

Seal and Signature _____ in the capacity of _____duly authorized to sign the Bid/Offer for and on behalf of _____

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

WITNESS:

Name:

Address:

Occupation:

(on the Letter head of the Bidder)
V. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER.
Profile(Technical Bid)

1.	Name of the bidder	
2.	Brief Particulars of the business	
4. (a)	Correspondence Address in full with PIN Code.	
(b)	Telephone No. with STD Code and Mobile No.	
(c)	Fax Nos.	
(d)	E-mail ID	
(e)	Website address if any	
(f)	Registered Address of Unit.	
4.	Date of Incorporation	
5.	Constitution of Entity (Company / Firm/Proprietorship/Individual)	
6.	Document in evidence of constitution of the entity. (Self-Attested)	
7.	Name of the Managing Directors/Partners/Proprietor	
8.	Board of Directors (Name & Address)	
9.	Income Tax and Pan Card No. (of bidder)(Copy attached)	
10.	Date of last Income tax Return	
11.	Details of Banker	
12.	Particular of payment EMD (UTR No. for RTGS transaction)	

Note: If any information furnished above is found incorrect at a later stage, the tenderer shall be liable to be debarred for the tendering and the Bank reserves right to verify the particulars furnished by the tenderer independently.

Place :

Date :

Signature :

Name of the Authorized Person:

Designation:

Seal

Encl: As applicable

- Copy of the document evidencing the constitution of organization i.e. (Self-attested)
- Copy of Memorandum & Articles of Association for Company (If applicable).
- Copy of partnership deed with registration certificate(If applicable).
- Letter from Bank towards certification of proprietorship firm.
- Last 3 years Income Tax Returns (Certified by CA)
- PAN Card of Company/ Individual / firm/Proprietary firm (Self-attested)
- Authorization of authorized Signatory should be properly evidenced by way of resolutions for Company.

VI - DEED OF UNDERTAKING CUM INDEMNITY

(On Stamp paper/franking Rs.600/-)
(This forms part of the terms and conditions of Invitations and sale)
(To be submitted by the Successful Bidder)

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

In favour of

ABHYUDAYA CO-OPERATIVE BANK LTD. A scheduled bank registered as Multi State Urban Co-operative Bank under the Multistate Co-operative Societies Act 2002 and having its administrative office at K.K. Tower, Off G.D. Ambekar Marg, Parel Village, Mumbai - 400 012(hereinafter referred to as "The Bank" which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns).

WHEREAS:

a. the Authorized Officer confirmed offer on behalf of the Bank in favour of _____ and subject to terms and conditions contained in the Tender form

b. the covenants of the documents of terms and conditions of sale and Sale Certificate state that "The successful bidder will be required to bear all the necessary expenses like stamp duty, registration expenses etc. for transfer of the property in his/her/their name it is expressly stipulated that there are no implied obligation on the part of AO and it shall be solely the obligations of the Successful bidder, at his/her/their cost, to do all acts, things and deed whatsoever for the completion of the sale including the payment of dues, if any, to get the property transferred in the name of the Successful bidder."

c. the sale certificate further states that "the said property is being sold on "AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER". Further, the Bank does not accept / undertake any responsibility, nor shall the sale proceeds be subject to 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, land and revenue tax any other dues, levies by whatever name it is called including interest, penalty etc., if any. The property is 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 property and if payable in law/ attachable to the sale proceeds by reason of the proposed sale of the property, shall be the sole responsibility and to the Account of the Purchaser.

d. In pursuance of the foregoing, the Purchaser indemnifies the Bank to save harmless from any and all liability incurred by the Bank on account of any suits, claims (including any expenses incurred by the Bank on enforcements of this indemnity) which the Bank shall or may 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, land and revenue tax or any other dues, levies by whatever name it is called including interest, penalty etc, or any claim made by any person in respect of such liabilities, encumbrances and dues”.

The Abhyudaya Co-operative Bank Ltd. has accepted the offer upon execution of the following indemnity.

NOW THIS DEED WITNESSETH AS FOLLOWS

In consideration of purchase 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 the Bank 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 the Bank for the enforcement of this indemnity), which the Bank shall or may 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 recitals above 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 the Bank.

IN WITNESS whereof the Purchaser has put their hands the day and year first hereinabove written. Signed and delivered by:

Purchaser

Address:

Place:

Date: