Notice for sale

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

Head Office: K. K. Tower, Off G. D. Ambekar Marg, Parel Village, Mumbai - 400012 Tel. No. 24180961-64, 24106549, Website: www.abhyudayabank.co.in

Mumbai Zone :1st Floor, Block B, Jay Mangal House, Nr. Gandhigram Rly. Station, Ellisbridge, Ahmedabad - 380009

Tel. No. 079-26581891/92, Email: ahmedabadro@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 Bank 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",

Sr. No.	Description & Location of Property	Reserve Price	Earnest Money Deposit (10 % of R.P.)
1.	Flat No. B-66, 6 th Floor, Shubh Darshan Tower, (Tilakdhara Non-Trading Association), Nr. Ashok Nagar, Satellite, Ahmedabad - 380015 admeasuring about 116 Sq. Yard (96.99 Sq. Mtr.)	Rs. 27.00 Lakh	Rs. 2.70 Lakh

2. The salient points of sale are as under:

(i)	The Schedule for the auction will be as below :-		
	Sr. No.	Particulars	Timelines
	a	Downloading of Tender document by	28.08.2023 to 14.09.2023
		the intending bidders	
	b	Inspection of Property	04.09.2023 & 05.09.2023
			(Between 10.00 a.m. to 5.00
			p.m.)
	С	Inspection of title documents	28.08.2023 to 14.09.2023
			(On any working day 10.00am
			to 5.00 pm)
	d	Payment of EMD	On or before 14.09.2023 upto
			5.00 p.m.
	e	Submission of Bid Documents and the	28.08.2023 to 14.09.2023
		supporting documents	
	f	Auction	16.09.2023 (3.00pm to 4.00pm)
	g	Declaration of the successful bidder	18.09.2023
	h	Payment of full sale consideration	As per Clause II (15)
(ii)		ink intends to sell the property described a	
		S AND WHATEVER THERE IS BASIS,	
		TEE, RECOURSE, ASSURANCE AND UNDER	
		KIND WHATSOEVER.", the AO does not take	
		fall of the property, for procuring any perm	
	_	nown or unknown dues/liabilities, or for any	-
		Tax, Electricity charges, Water charges, Main	
		of any authority established by law. Such d	
		to the property will have to be born	
		ances need to be borne/paid by the purcha	ser whatever is applicable as per
	law.		

(i	
	"ABHYUDAYA CO-OP. BANK LTD." IFSC ABHY0065203 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.
(i	
'	www.abhyudayabank.co.in and the auction website https:// sarfaesi.auctiontiger.net
(\	Title documents of the property will be available for inspection at Bank's Ahmedabad
	Office at Block B, Jaymangal House, Elisbridge, Ahmedabad on any working day from
	28.08.2023 to 14.09.2023 between 10.00 a.m. to 5.00 p.m.
(v) Bid closing Date 14.09.2023
(v	i) Conditional bids or bids below the Reserve Price will not be acceptable.
(vi	sarfaesi.auctiontiger.net 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 inadvance, which is mandatory for e-bidding, from auction service provider M/s. E-Procurement Technologies Ltd./Auction Tiger, B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006 Gujarat (India). Contact Nos.: Mr. Praveenkumar Thevar - 9722778828-079-35022145/149/182, praveen.thevar@auctiontiger.net Please note that, Prospective bidders may avail of online training on e-auction
(i	from their registered mobile number only. 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.
(>	
	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.
(x) The terms and conditions mentioned in the detailed bid document shall apply to sale.

The public notice published in following newspapers:
1. Jai Hind (Gujrati) dated 25.08.2023
2. Business Standard (English) dated 25.08.2023

II. Other TERMS AND CONDITIONS

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
11.	and shall be deemed to be of the essence. Online E-auction participation is mandatory in the auction process by making
11.	application in prescribed format which is available along-with the offer/tender
	document on the website. Bidders are advised to go through the website
10	https://sarfaesi.auctiontiger.net
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/Offers 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: ABHY0065203) in favour of Abhyudaya Co-op. Bank Ltd., Manekchowk Br. having its Account No. 070065100000001.
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
10	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
20.	from the date of registration of sale Agreement The successful bidder will be required to bear all the necessary expenses like
20.	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 rightwhatsoever to object to the same.

23.	The AO reserves the right and liberty to accept/reject any or all of the		
	Bids/Offers 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		
25	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		
26	assigning any reasons.		
26.	Jurisdiction:		
	All disputes arising amongst the parties shall be adjudicated according to		
	Indian Law. Courts in Ahmedabad (Gujarat) 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 FLAT NO. B-66, SHUBH DARSHAN TOWER, SATELLITE, AHMEDABAD - 380015

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

	(10 be filled and submitted by the	e blader / Offer er / (1 maneiar bla)
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 figureand in words	: Rs. : Rupees (Words)
6.	Details of Earnest Money Deposit (EMD)	
	Amount (Figure)	Rs.
	(Words)	
	RTGS UTR No.	
	Bank, Branch & IFSC Code	

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
name and	Designation	or ure	Aumorizea	Signatory

Place : Date :

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., (Mumbai Zone) 1st Floor, Block B, Jay Mangal House,

Nr. Gandhigram Rly. Station, Ellisbridge, Ahmedabad - 380009.

Sir,

SALE OF PROPERTY AT FLAT NO. B-66, SHUBH DARSHAN TOWER, SATELLITE, AHMEDABAD - 380015.

- 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 FLAT NO.B-66, SHUBH DARSHAN TOWER, SATELLITE, AHMEDABAD 380015 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 EMDof Rs. 3.00 Lakh (Rupees Three Lakh Only) to
Abhyudaya Co-op. Bank Ltd., through RTGS (RTGS/NEFT: IFSC: ABHY0065203)
A/c. No. 070065100000001 of "Abhyudaya Co-op. Bank Ltd.," under UTF
No
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 at on this day of 20 in the capacity of
Seal and Signature of 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:
Signature :

(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	
3 (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.	Details of Earnest Money Deposit (EMD)	
	Amount (Figure)	Rs.
	(Words)	
	RTGS UTR No.	
	Bank, Branch & IFSC Code	
Note: I	f any information furnished above is found inco	rrect at a later stage, the tenderer shall

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 anyexpenses incurrent 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: