

## I. 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 - 400 012.  
Tel. No. 24180961-64, 24106549, Website: [www.abhyudayabank.co.in](http://www.abhyudayabank.co.in)

**Development Dept**- Abhyudaya Bank Building, 1<sup>st</sup>Floor, Sector No.17, Vashi, NM-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 Bank on **“As is where is, As is what is and Whatever there is basis, which is without any warranty, guarantee, without any recourse, assurance and undertaking or representation of any kind whatsoever”**,

Sr. No.	Description & Location of Property	Reserve Price (In Rs.)	Earnest Money Deposit (10 % of R.P.)(Rs.)
1.	Shop Nos.1,2,3,4,5 & 6 totally admeasuring 2196 sq. ft. (carpet) on Ground Floor in building No. A1/ 21 “Mina Center CHS Ltd,” AND Room No.4 admeasuring 208.16 sq. ft. (Carpet) on Ground Floor in Madina building No. A-2, Room Nos.5 & 6 totally admeasuring 508.33 sq. ft. (carpet) on Ground Floor in Madina Building No. A-1, (Total carpet area in Meena & Madina buildings 2912.49 sq.ft.) at Ahmed Zakeria Nagar, Behrampada, Kher Nagar, Bandra-East, Mumbai- 400 051.	Rs.11.74 Crore	Rs.1.17 Crore
<b>2.</b>	<b>Date &amp; Time of Inspection</b>	<b>Bid opening Date &amp; Time</b>	
	22.09.2022 to 23.09.2022 between 10.00 am to 5.00 pm	30.09.2022 at 02.00 pm	
(1)	The Bank intends to sell the asset detailed above as <b>“AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS, WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER.”</b> The AO does not take or assume any responsibility for any shortfall of the property, for procuring any permission etc. 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.		
(2)	On the date of opening of the tender and auction thereafter the AO will declare the highest bidder above the reserved price, as successful bidder.. The successful bidder would be required to bear all the necessary expenses like stamp duty, registration expenses etc.for transfer of the property.		
(3)	EMD should be paid throughRTGS/NEFT:IFSC: <b>ABHY0065001, A/C No. 001065100000001</b> ) to <b>“ABHYUDAYA CO-OP. BANK LTD.”</b> on or before the date of submission of tender. The EMD shall be refunded to unsuccessful bidder on the same date or next working day of opening of bid. The EMD will not carry any interest.		
(4)	The Bid document can be obtained from 16.09.2022 till 29.09.2022 on any working day between 10.00 a.m. to 5.00 p.m. on payment of non-refundable Tender Form Fee of Rs.5,000/- + GST18% Rs.900/- = Rs.5,900/- (Rupees Five Thousand Nine Hundred Only ). The Bid document is available at Vashi Office - Development Dept., Abhyudaya Bank Building, 1 <sup>st</sup> Floor, Sector No.17, Vashi, Navi Mumbai-400703. Further it can also be downloaded from website of the bank <a href="http://www.abhyudayabank.co.in">www.abhyudayabank.co.in</a> . In case of		

		downloaded document; the tender form fee shall be paid through NEFT before submission of the bid or at the time of submission of bid. The bid received without tender form fee will be considered as rejected.
	(5)	Title documents of the property will be available for inspection at Development Dept., Vashi on any working day from 16.09.2022 to 28.09.2022 between 10.00 a.m. to 5.00 p.m.
	(7)	Tender submission dates 28.09.2022 and 29.09.2022 between 10.00 a.m. to 5.00 p.m. at Development Dept. -Vashi
	(8)	Date of opening of sealed tenders 30.09.2022 at 2.00 p.m. at Development. Dept. – Vashi, Abhyudaya Bank Bldg., 1st Floor, Sector - 17, Vashi, Navi Mumbai - 400 703. Auction will be conducted at 3.00 p.m. or immediately thereafter at Development Dept. Vashi.
	(9)	The AO reserves the right to accept/reject any/or all the bids without giving any reason thereof. In case all the bids are rejected, the AO reserves the right to sale 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.
	(10)	After opening of Bid and the 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.
	(11)	The terms and conditions mentioned in the bid document shall apply to sale.

The public notice published in following newspapers:

1. Loksatta (Marathi) dated 16.09.2022
2. Indian Express (English) dated 16.09.2022

## II. TERMS AND CONDITIONS

1.	The Authorized Officer (AO) appointed by the Bank is selling the property mentioned in item No. I of the bid Documents of Abhyudaya Co-operative Bank Ltd.										
2.	<p><b><u>Issue of the Bid/Tender document:-</u></b>            The Bid document can be obtained from 16.09.2022 till 29.09.2022 on any working day between 10.00 a.m. to 5.00 p.m. on payment of non-refundable Tender Form Fee of Rs.5,000/- + GST18% Rs.900/- = Rs.5,900/- (Rupees Five Thousand Nine Hundred Only ). The Bid document is available at Vashi Office - Development Dept., Abhyudaya Bank Building, 1<sup>st</sup> Floor, Sector No.17, Vashi, Navi Mumbai-400703. Further it can also be downloaded from website of the bank <a href="http://www.abhyudayabank.co.in">www.abhyudayabank.co.in</a>. In case of downloaded document; the tender form fee shall be paid through NEFT before submission of the bid or at the time of submission of bid. The bid received without tender form fee will be considered as rejected.</p>										
3.	<p><b><u>Reserve Price:</u></b>            The Reserve price for the sale of the property is detailed below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No.</th> <th style="text-align: center;">Property</th> <th style="text-align: center;">Reserve Price (In Rs.)</th> <th style="text-align: center;">Earnest Money Deposit (10 % of R.P.) (Rs.)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Shop Nos.1,2,3,4,5 &amp; 6 totally admeasuring 2196 sq. ft. (carpet) on Ground Floor in building No. A1/ 21 "Mina Center CHS Ltd," AND Room No.4 admeasuring 208.16 sq. ft. (Carpet) on Ground Floor in Madina building No. A-2, Room Nos.5 &amp; 6 totally admeasuring 508.33 sq. ft. (carpet) on Ground Floor in Madina Building No. A-1, (Total carpet area in Meena &amp; Madina buildings 2912.49 sq.ft.) at Ahmed Zakeria Nagar, Behrampada, Kher Nagar, Bandra-East, Mumbai- 400 051.</td> <td style="text-align: center;">Rs.11.74 Crore</td> <td style="text-align: center;">Rs.1.17 Crore</td> </tr> </tbody> </table>			Sr. No.	Property	Reserve Price (In Rs.)	Earnest Money Deposit (10 % of R.P.) (Rs.)	1.	Shop Nos.1,2,3,4,5 & 6 totally admeasuring 2196 sq. ft. (carpet) on Ground Floor in building No. A1/ 21 "Mina Center CHS Ltd," AND Room No.4 admeasuring 208.16 sq. ft. (Carpet) on Ground Floor in Madina building No. A-2, Room Nos.5 & 6 totally admeasuring 508.33 sq. ft. (carpet) on Ground Floor in Madina Building No. A-1, (Total carpet area in Meena & Madina buildings 2912.49 sq.ft.) at Ahmed Zakeria Nagar, Behrampada, Kher Nagar, Bandra-East, Mumbai- 400 051.	Rs.11.74 Crore	Rs.1.17 Crore
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4.	<p>The Bank intends to sell the asset detailed above as "<b>AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS, WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER.</b>" The AO does not take or assume any responsibility for any shortfall of the property, for procuring any permission etc. 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 &amp; 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.</p>										
5.	<p><b><u>Title Documents</u></b>            Title documents of the property will be available for inspection at Development Dept., Vashi on abovementioned address on any working day from 16.09.2022 to 28.09.2022 between 10.00 a.m. to 5.00 p.m.</p>										
6.	<p><b><u>Inspection of Property</u></b>            The interested parties may inspect the property at their own cost between 10.00 am. to 5.00 pm. on the assigned dates i.e. 22.09.2022 to 23.09.2022 in the</p>										

	presence of representative of the AO available at the site to facilitate the inspection.
7.	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/themselves notwithstanding any discrepancy or variations, by comparison of the description in the particulars of the property and its condition. Conditional Bids or bids below the Reserve Price will not be accepted.
8.	<b><u>Due Diligence by the Bidders:</u></b> 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.
9.	The Bidders shall not be entitled to receive re-imbusement 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 titles to the property and matters incidental thereto or for any other purpose in connection with the purchase of the property under reference.
10.	<b><u>Submission of Bid/Offer:</u></b> 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
11.	The Bid/offer shall contain the full address, telephone no's, fax no, email id, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Bid/Offer.
12.	The Bid/Offer shall be signed by a person or persons duly authorized by the Bidder with signature duly attested.
13.	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 space) shall be made in any of the documents attached thereto.
14.	<b><u>Date of submission of Bid/Offer Document:</u></b> The interested parties may submit their unconditional and qualified bids to the Bank in two separate sealed envelopes so as to reach the Bank on 28.09.2022 and 29.09.2022 between 10.00 a.m. to 5.00 p.m. One sealed envelope which shall be super scribed as " <b>Technical bid for Behrampada Premises</b> " containing following documents.  <ul style="list-style-type: none"> <li>i. Bid documents (form V and VI) as per format.</li> <li>ii. Copy of Memorandum &amp; Articles of Association with Registration Certificate (if applicable).</li> <li>iii. Copy of Deed of Partnership with certificate (if applicable)</li> <li>iv. Bye-laws of the Co-op. Society (As applicable)</li> <li>v. Last 3 years Audited Balance Sheet</li> <li>vi. Last 3 years Income Tax Returns</li> </ul>

	<p>vii. PAN Card copy of Firm/partners/Company/Directors/Individual</p> <p>viii. Copy of Resolution (As applicable)</p> <p>ix. Receipt of Earnest Money Deposit paid to "Abhyudaya Co-op. Bank Ltd., Mumbai, through RTGS/NEFT: (IFSC: ABHY0065001) of "The Abhyudaya Co-op. Bank Ltd.", having its Account No.001065100000001, on or before the date of submission of tender.</p> <p>The other sealed envelope containing "IV Form of Bid-Offer" (as per format of bid document) super scribed as "<b>Financial Bid for Behrampada Premises</b>".</p> <p><b>Both the sealed envelopes shall be put together in one sealed envelope which shall be super scribed as "Offer for Behrampada Premises", and addressed to Authorized Officer, Abhyudaya Co-op. Bank Ltd., 1<sup>st</sup> Floor, Development Dept., Sector No.17, Navi Mumbai- 400 703 and should be dropped in the box kept at above mentioned address.</b></p>
15.	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.
16.	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.
17.	<p><b><u>Opening of Bids:</u></b></p> <p>The Bids will be opened by the AO on 30.09.2022 at 2.00 p.m. in the presence of the representatives of the bidders. The envelopes containing Technical bid shall be opened first and only those bidders will be permitted to remain present whose "Technical bid" is found to be in order.</p>
18.	The bidders whose "Technical Bid" has been found to be in order will be the qualified bidders The "Financial Bid" of qualified bidders only will be opened. Only two representatives from each of the qualified bidders carrying the necessary authority letter and identity proof shall be allowed to participate in the opening of bid and the auction to be conducted thereafter.
19.	After opening of the bids/tenders, the AO will declare the highest price above the reserved 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".
20.	Bids/Offer with less than the Reserve Price as detailed in serial no. 3 (Section II) and/or having incomplete Form of Bid/Offer shall be outright rejected.
21.	<p><b><u>Payment of Sale price:</u></b></p> <p>The successful bidder would be informed in writing about the acceptance of his/her/their bid/offer by the AO. 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.</p>
22.	If the successful bidder could 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 and the Bank will charge interest at 18% pa, on the balance amount. The Bank reserves the right to allow extension of time for

	balance 75% of the sale price.
23.	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.
24.	On confirmation of the sale and if the terms of payment have been complied with, the AO shall issue Certificate of Sale for the property in favour of the successful bidder.
25.	The successful bidder shall, after making full payment of sale price within 30 days of confirmation of the sale by the AO or such extended period as may be granted by the AO at his/her/their sole discretion, arrange to take the possession of the property within the maximum period of 30 days. It is explicitly stated that once the Certificate of Sale is issued by the AO, the AO will not be held responsible for security and safe keeping of the property.
26.	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 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 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.
27.	<b><u>General Terms and Conditions:</u></b> 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.
28.	The entire procedure of opening of Bids/Offer, 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.
29.	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 withdraw his/her/their bid, the AO as 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.
30.	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 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.
31.	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.
32.	<b><u>Jurisdiction:</u></b> 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.

### III- BRIEF DETAILS OF BID/OFFER DOCUMENT

#### Abhyudaya Co-operative Bank Ltd.,

#### BID/OFFER FORM FOR PURCHASE OF PROPERTY AT BEHRAMPADA PREMISES.

1.	<b>Issue of Bid/Offer Document</b>	The Bid document can be obtained from 16.09.2022 till 29.09.2022 on any working day between 10.00 a.m. to 5.00 p.m. on payment of non-refundable Tender Form Fee of Rs.5,000/- + GST18% Rs.900/- = Rs.5,900/- (Rupees Five Thousand Nine Hundred Only ). The Bid document is available at Vashi Office - Development Dept., Abhyudaya Bank Building, 1 <sup>st</sup> Floor, Sector No.17, Vashi, Navi Mumbai-400703. Further it can also be downloaded from website of the bank <a href="http://www.abhyudayabank.co.in">www.abhyudayabank.co.in</a> . In case of downloaded document; the tender form fee shall be paid through NEFT before submission of the bid or at the time of submission of bid. The bid received without tender form fee will be considered as rejected.
2.	<b>Cost of the Bid/Offer Document(Tender Form Fee)</b>	Rs.5,000/- plus (+)GST 18% Rs.900/- = Rs.5,900/- (Rupees Five Thousand Nine Hundred Only)
3.	<b>Date &amp;Time for submission of Bid/Offer/Tender</b>	28.09.2022 and 29.09.2022 between 10.00 a.m. to 5.00 p.m.
4.	<b>Place of submission of Bid/Offer</b>	Sealed Envelope should be dropped in the Box Kept at <b>Abhyudaya Co-Operative Bank Ltd., 1<sup>st</sup> Floor, Development Dept., Sector No.17, Vashi, Navi Mumbai- 400 703.</b>
5.	<b>Place, date and time of opening of Bids/Offer and auction thereafter</b>	<b>Abhyudaya Co-Operative Bank Ltd., 1<sup>st</sup> Floor, Development Dept., Sector No.17, Vashi, Navi Mumbai- 400 703.</b> Opening of Bids - 30.09.2022 at 2.00 p.m. Auction-30.09.2022 at 3.00 p.m. or immediately thereafter

#### IV. FORM OF BID/OFFER

##### **FORM OF BID/OFFER FOR PURCHASE OF PROPERTY AT BEHRAMPADA 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 Receipt No.	Rs.	
		: Rupees (Words)	

I/We have read and understood the detailed terms and conditions of the sale and have also read, pursued 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 :



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

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

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

Sir,

### **SALE OF PROPERTY AT BEHRAMPADA PREMISES.**

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.

I/We further understand that if my/our Bid/Offer is accepted, after making full payment of the sale price within 30 days of confirmation of the sale by the AO or such extended period as may be granted by AO at his sole and absolute discretion, once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the property. I/We further understand that in the event I/We fail to take possession of the property as stated above, the AO reserves the right to revoke the sale confirmed in my/our favour and forfeit the entire amount paid by me/us and I/we shall have no claims on the property or to any amount/s for which it may be subsequently sold.

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 **Behrampada Premises** 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., ". 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 can 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:

**VI. 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 No.	
(b)	Telephone No. with STD Code	
(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 / Co-operative Society/Firm/Proprietorship/Individual)	
6.	Document in evidence of constitution of the entity. (Self Attested)	
7.	Name of the Chairman	
8.	Name of the Managing Directors/Partners/Proprietor	
9.	Board of the Directors (Name & Address)	
10.	Income Tax and Pan Card No.	
11.	Date of last Income tax Return	
12.	Details of Banker	
13.	Particular of payment EMD (Receipt No. RTGS transaction)	

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

Place :

Date :

Signature :

Name of the Authorized Person :

Designation :

Seal

Encl:

- Copy of the document evidencing the constitution of organization i.e. (Self-attested)
- Bye-Laws for co-operative society.
- Memorandum & Articles of Association for Company.
- Copy of partnership deed.
- Letter from Bank for proprietorship firm.
- All alongwith registration Certificate (self -attested)
- Last 3 years Audited Balance Sheet (Certified by CA)
- Last 3 years Income Tax Returns (Certified by CA)
- Pan Card of Company / Co-operative society / firm/Proprietary firm (Self-attested)
- Authorization of authorized Signatory should be properly evidenced by way of resolutions for Company / Co-operative Society/Firm.

## VII - 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.

- A. Whereas 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. Whereas as 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. Whereas 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 WARRANT GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER". Further, the Bank does not accept / undertake any responsibility, nor shall the sale precedes 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. In pursuance thereof, 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 incurrent by the Bank of the enforcements of this indemnity) which the Bank shall suffer as a result of any failure on the part of the Purchaser to meet and clear any pending/outstanding statutory dues and any other dues such as water/electricity/service charges, transfer fees, dues of the Municipal Corporation/local authority dues, 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 the immovable property, the Purchaser viz \_\_\_\_\_ and their successors, nominees, heirs at 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 suffer as a result of any failure on the part of the Purchaser to meet and clear any such liabilities, encumbrances and dues as mentioned in the recital's above more specifically B, C 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 :