

The Authorised Officer (AO)

Of

IDBI Bank Ltd.

TENDER DOCUMENT

For

**Sale of Assets (Immovables-Residential Property) of
Mahabir Agrawal , Mortgagor of M/s Shivom Enterprises**

**The Securitisation and Reconstruction of Financial Assets and Enforcement of Security
Interest Act, 2002**

and

The Security Interest (Enforcement) Rules, 2002

Date: 26.08.2020

CONTENTS		
Sr.No	Particulars	Page No.
I.	Public Notice for Sale published in the newspapers	3 - 6
II.	Introduction, Brief Description of secured assets and outstanding dues	7
III.	Terms & Conditions	8 - 13
IV.	Bid form –Individual	14 - 15
V.	Bid form -Company /Partnership firm/ Proprietorship firm	16 - 17
VI.	Declaration by bidder (on general stamp paper of `100/-)	18 - 20

I. Public Notice for Sale published in the newspapers

 IDBI BANK CIN:L65190MH2004GOI148838	IDBI BANK LTD. Civil Lines, Dev Tower, Sant Kabir Chowk, Near Holy Heart School, Raipur, CG-492001	E-AUCTION SALE NOTICE					
PUBLIC NOTICE FOR SALE							
<p>Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) that the below mentioned immovable properties/ secured assets are mortgaged/charged to the secured creditor (IDBI Bank Ltd.), Whereas under section 13(2) of the SARFAESI Act, 2002, the Authorized Officer (AO) have issued Demand Notice for recovery of sums from the borrowers/guarantors/mortgagors (herein referred to as borrowers) as per details given below against borrower. Further, in exercise of powers contained in the SARFAESI Act, 2002, the respective AO have taken physical possession of the under mentioned secured assets, Whereas sale of secured assets is to be made through Public E-Auction for recovery of the secured debts due to IDBI BANK Ltd. from the Borrower as per the demand notice plus future interest, costs and charges incurred by the bank thereon, less recoveries if any, thereafter. The general Public is invited to bid either personally or through duly authorized agent.</p>							
<p>Description Of Property 1, 2 & 3 - Property No- 01: All the piece and parcels of immovable Residential Apartment/ family Unit type No A-5, Block: A, on the second floor, super built up area 1201 Sqft, Carpet area 1008.40 sqft. and balcony area 246 sqft. comprised of in Part of Khasra no-478/3-12-13-14 situated at known as Ashoka Tower vill- Shankar Nagar, Netaji Subhash Chandra Bose Ward, Ward no, 29, P.H. No-110, New P.H No 63, R.I.C Raipur-1, Tahsil and Dist-Raipur Chhattisgarh. Property No- 02: All the piece and parcels of immovable property situated at Khasra no, 46/4, area- 0,202 hect or 21743 Sqft and Khasra No- 47/3, area 0,142 hect or 15284 Sqft, Total area 0.344 hect or 37027 Sqft at Mouja Bhimbhour, P.H.No-15, R.I.C & Tehsil: Tilda, Dist: Raipur (CG) together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth. Property No- 03: All the piece and parcels of immovable Abadi land bearing part of Khasra No 144/11 comprising area 4100 sq ft situated at Village Devpuri, Ravindra Nath Tagore Ward No 51 P.H. No 73 R.I.C. Raipur-2, Tah & Dist- Raipur, Chhattisgarh together with all buildings and structures thereon attached to the earth or permanently fastened to anything attached to the earth</p>							
<p>The dues of IDBI Bank Ltd. for Property 1 & 2 are stand at Rs. 1, 95, 19, 468/- (Rupees One Crore Ninty Five Lakh Ninteen Thousand Four Hundred Sixty Eight only) plus interest there on w.e.f. 01.07.2018 and expenses. for Property 3 are stand at Rs.5364866 /- (Rupees Fifty Three Lakh Sixty Four Thousand Eight Hundred Sixty Six only) plus interest there on w.e.f 01.06.2019 & expense.</p>							
Name of Borrowers	Description of Secured Assets	Date of Demand Notice	Status of Possession and date	Reserve Price	Earnest Money Deposit (EMD)	Last Date of deposit of EMD	Date & Time of Auction
M/s Rounaq Hatcheries . Prop: Shri Raman Deep Singh Sahni	As per Property No-01	18.08.2018	Physical, 12.09.2019	Rs.4389000/-	438900/-	18.09.2020	19.09.2020 Time 11 AM TO 12 AM
	As per Property No-02	18.08.2018	Physical, 23.08.2019	Rs. 2759000/-	275900/-	18.09.2020	
M / s S h i v o m Enterprises . Prop: Shri Vinay Agrawal	As per Property No-03	27.08.2019	Physical, 13.11.2019	Rs.1742000/-	174200/-	18.09.2020	
<p>Date & Time of Inspection of Property- From 27.08.2020 - 18.09.2020, 11.00 a.m. & 4.00 p.m. with prior intimation.</p>				<p>Bids incremental amount - Rs.10,000/-</p>			
<p>List of the terms & conditions appearing in Bid Document: 1.The sale of Secured Assets is on "as is where is basis", "as is what is basis", "whatever there is basis" and "no recourse basis" for and on behalf of the Secured Creditors viz.: IDBI Bank Ltd. Bidding / EMD can be accepted for individual property also. 2.The aforesaid property shall not be sold below the reserve price mentioned above. 3.The Earnest Money Deposit – (EMD) has to be deposited in Favour of IDBI Bank Ltd, Account No, 04934915010014, IFSC Code- BKIL0000049, Branch- Civil Lines, Raipur 4,The Earnest Money Deposit – (EMD) will not carry interest, AO may retain EMD of top three bidders upto 3 months from the date of opening of the bids, 5.The AO may permit inter-se bidding among the top three bidders.6.The successful bidder will be required to deposit 25% of the sale price (less the amount of EMD deposited) at the time of confirmation of sale. The balance amount of the sale price is to be paid within 15 days of the confirmation of the sale or such extended period as may be agreed to by the AO. In case of failure to deposit the balance amount within the prescribed period, the deposited amount shall be forfeited, including earnest money. 7.AO reserves the right to accept or reject any or all bids without assigning any reason(s). In case all the bids are rejected, the AO reserves the right to sell the assets by any of the modes as prescribed in the SARFAESI Act. 8.The Secured Assets mentioned in the Bid Document are based on the charges/mortgages created by the Borrower in favour of Secured Creditors, the details whereof are given in the bid document. Interested parties are requested to verify the details of the Secured Assets and inspect the records relating to mortgaged assets available with AO on request. 9, Secured creditors do not take responsibility for any errors/omissions/discrepancy/shortfall etc in the secured Assets or for procuring any permissions etc or for the dues of any authority established by law.10.The Secured Assets are being sold free from charges and encumbrances of Secured Creditors only.11.The successful bidder would be required to bear all the necessary expenses like stamp duty, registration, expenses, tax liabilities, if any etc for transfer of secured asset.12.The sale is strictly subject to terms and conditions given in the advertisement and in the "Bid Documents". Bid Documents can be obtained from any of our offices, on all working days or downloaded from IDBI's website i.e. www.idbibank.in and also at https://www.fourclosureindia.com 13.The sale would be on e-auction platform at web site https://www.fourclosureindia.com through e-auction provider 4 Closure . Contact Mr. Sabyasachi P, help line No-+91-8142000030, email id sabyasachi@bankauctions.in 14. Interested parties may contact IDBI Bank Ltd, Civil Lines Branch, Dev Tower, Near Holy Heart School, Raipur, CG, Shri Rajesh Prasad, Contact No- 0771-4222851/9826398741, (email) IBKL0000049@IDBI.CO.IN or -Rajeev Ranjan, Contact No-8763431008/7008440549</p>							
<p>Place: Raipur, Date: 26.08.2020</p>				<p>Sd/- Authorised Officer, IDBI Bank Limited</p>			

विक्रय हेतु सार्वजनिक सूचना

सर्वसाधारण और विशेष रूप से उपारक्त(ओं) और गारंटर (ओं) को यह सूचित किया जाता है कि निम्नलिखित अचल संपत्तियों / प्रतिभूत आस्तियोंको प्रतिभूत ऋणदाता को गिरवी / धारित किया जाता है। यह कि सरकारी अधिनियम (SARFAESI ACT), 2002 की धारा 13 (2) के तहत, प्राधिकृत अधिकारि ने प्रत्येक उपारक्त(ओं) / गारंटरों / संभक्त(ओं) (यहां उपारक्त(ओं) के रूप में संदर्भित) के विरुद्ध नोबे दिए गए विवरण के अनुसार, कण राशि की बसुली के लिए बंधन पत्र (विमोड नोटिस) जारी किया है। यह भी कि सरकारी अधिनियम (SARFAESI ACT), 2002 में विहित शक्तियों के प्रयोग से, संबंधित प्राधिकृत अधिकारि ने उपर्युक्त प्रतिभूत आस्तियोंका भौतिक आधिपत्यते लिया है। आईडीबीआई बैंक के प्रतिभूत ऋणों की बसुली के लिए प्रतिभूत आस्तियोंका विक्रय सार्वजनिक ई नीलामी के माध्यम से किया जाना है। उपारक्त(ओं) से उक्त कण की बसुली विमोड नोटिस के अनुसार देय राशि के साथ बचिव्य में ब्याज तथा बैंक द्वारा कर्ज किये जाने वाले लागत और शुल्क की कुल राशि जोड़ने के पश्चात बसुली की गई राशि (यदि कोई हो) को घटाकर की जाएगी। सर्वसाधारण को व्यक्तिगत रूप से या विधिवत अधिकृत अधिकारि (एजेंट) के माध्यम से बोली लगाने के लिए आमंत्रित किया जाता है।

संपत्ति का विवरण क्र. 1, 2 एवं 3 - संपत्ति क्र.1- अचल अवासीय फ्लैट का सभी भाग एवं हिस्सा स्थित, परिवार ईकाई प्रकार क्र. ए-5, खंड-ए, द्वितीय तल कुल क्षेत्रफल- 1201 वर्गफीट, कालीन क्षेत्र 1008.40 वर्गफीट एवं बालकनी एरिया 246 वर्गफीट, खसरा नं. - 478/3-12-13-14, पता-अशोक टावर विलेज-शंकरनगर, नेताजी सुभाष चंद्र बोस वार्ड, वार्ड नं. 29, प.ह.नं. 110, पं.ह.नं. 63, आरआईसी रायपुर- तहसील एवं जिला रायपुर छ.ग.। **संपत्ति क्र.2-** अचल संपत्ति का सभी भाग एवं हिस्सा स्थित खसरा नं. 46/4, क्षेत्र- 0.202 हेक्टेयर या 21743 वर्गफीट एवं खसरा नं. 47/3, क्षेत्र- 0.142 हेक्टेयर या 15284 वर्गफीट, कुल क्षेत्रफल 0.344 हेक्टेयर या 37027 वर्गफीट, मौजा- भिंभौरी, प.ह.नं. 15, आरआईसी एवं तहसील एवं जिला रायपुर छ.ग., सभी इमारतों एवं संरचनाओं के संग पृथ्वी से जुड़े सभी संबंध एवं मशीनरी या पृथ्वी से जुड़ी हुई सभी चीजें एक साथ है। **संपत्ति क्र.3-** खसरा नं. 144/11 भाग, चुकत क्षेत्र- 4100 वर्गफीट, रविन्द्रनाथ टैगोर वार्ड नं. 51, प.ह.नं. -73, आ.आई.सी: रायपुर-2, गांव- देवपुरी, तह. एवं जिला- रायपुर, छ.ग. पर स्थित अचल आबादी भूमि का सभी भाग एवं अंश। सभी इमारतों एवं संरचनाओं के संग पृथ्वी से जुड़े सभी संबंध एवं मशीनरी या पृथ्वी से जुड़ी हुई सभी चीजें एक साथ है।

आईडीबीआई बैंक लिमिटेड का बकाया राशि **संपत्ति क्र. 1 एवं 2 हेतु-** ₹ 1,95,19,468/- (एक करोड़ पन्चानबे लाख उन्नीस हजार चार सौ अड़सठ मात्र) + दिनांक 01.07.2018 से अंतिम ब्याज एवं अन्य खर्च। **संपत्ति क्र.3 हेतु-** ₹ 53,64,866/- (तिरपन लाख चौसठ हजार आठ सौ छेसठ मात्र) + दिनांक 01.06.2019 से अंतिम ब्याज एवं अन्य खर्च।

उपारक्त का नाम	परिहसंपत्तियों का विवरण	गांम सूचना की तिथि	कब्जे की दिथाती एवं तिथि	आरक्षित मूल्य	अमानत राशि	ईएमडी जमा करने की अंतिम तिथि	नीलामी की तिथि एवं समय
मेसर्स रौनक हेचरीज, प्रो.- श्री रमन दीप सिंह साहनी	संपत्ति क्र. -1 के अनुसार	18.08.2018	भौतिक- 12.09.2019	₹. 4389000/-	438900/-	18.09.2020	19.09.2020
	संपत्ति क्र. -2 के अनुसार	18.08.2018	भौतिक- 23.08.2019	₹. 2759000/-	275900/-	18.09.2020	प्रातः 11 से दोपहर 12 बजे तक
मेसर्स शिवोम इंटरप्राइजेस प्रो. श्री विनय अग्रवाल	संपत्ति क्र. -3 के अनुसार	27.08.2019	भौतिक- 13.11.2019	₹. 1742000/-	174200/-	18.09.2020	

संपत्ति के निस्तारण की तिथि एवं समय दिनांक 27.08.2020 से 18.09.2020, समय प्रातः 11 से शाम 4 बजे तक, पूर्व सूचना के साथ **गुन्डिपोल बोली राशि** ₹. 10,000/-

बोली दस्तावेज में प्रदर्शित होने वाले नियमों एवं शर्तों की सूची

1. सुरक्षित संपत्तियों की बिक्री "जहां है जैसे है" के आधार पर, जो है के आधार पर, जो भी है के आधार पर एवं कोई पुनरावृत्ति नहीं" के आधार पर है और सुरक्षित ऋणदाता यानि आईडीबीआई बैंक लि. की ओर से है, व्यक्तिगत संपत्ति के लिए भी बोली/ईएमडी स्वीकार किया जा सकता है। 2. ऊपर उल्लिखित संपत्ति आरक्षित मूल्य से नीचे नहीं बेची जाएगी। 3. अमानत राशि (ईएमडी), खाता क्र. 04934915010014, आईएफसी कोड-IBKL0000049, आईडीबीआई लि., सिविल लाइंस शाखा, रायपुर के पक्ष में जमा करना होगा। 4. अमानत राशि में ब्याज नहीं लगेगा, प्राधिकृत अधिकारी बोली खुलने की तिथि से तीन महीने के शीर्ष तक तीन बोलीदाताओं की अमानत राशि रख सकते हैं। 5. प्राधिकृत अधिकारी शीर्ष तीन बोलीदाताओं के बीच और - से बोली लगाने की अनुमति दे सकते हैं। 6. सफल बोलीकर्ता को बिक्री मूल्य घटाव जमा की गई ईएमडी राशि का 25% बिक्री की पुष्टि होने पर जमा करना होगा। बिक्री मूल्य की बकाया राशि बिक्री की पुष्टि होने पर 15 दिनों के अंदर या एओ की सहमति द्वारा ब्याज एवं अर्वाधि के अंदर भुगतान करना होगा। विहित अर्वाधि के अंदर बकाया राशि का भुगतान न करने की दशा में जमा की गई राशि समेत अग्रचन राशि जवा कर ली जाएगी। 7. बैंक को यह अधिकार है कि बिना कोई कारण बताए किसी भी विवाद को स्वीकार / अस्वीकार कर सकता है। यदि सभी बोलियों अस्वीकार कर दी जाती है, तो बैंक को अन्य साधन/ निजी समझौता के माध्यम से परिसंपत्तियों को बेचने का अधिकार है। 8. बोली दस्तावेज (बिड डॉक्यूमेंट) में उल्लेखित प्रतिभूत आस्तियां उपारक्त(ओं) द्वारा प्रतिभूत ऋणदाता के पक्ष में बनाए गए भार / बंधन पर आधारित होते हैं, जिनके विवरण बोली दस्तावेज (बिड डॉक्यूमेंट) में दिए गए हैं। इच्छुक पार्टियों (बोलीकर्ताओं) से अनुरोध किया जाता है कि वे प्रतिभूत आस्तियों के विवरणको सत्यापित कर लें तथा प्राधिकृत अधिकारी (AO) के पास अनुरोध पर उपलब्ध बंधन संपत्ति से संबंधित अभिलेखों का निरीक्षण कर लें। 9. लेनदार सुरक्षित परिसंपत्तियों में किसी भी गलतियां/विशय/कमी के लिए या किसी भी अनुमति आदि की खरीद के लिए एवं कानून द्वारा स्थापित किसी भी प्रतिकरण के बकाया के लिए जिम्मेदारी नहीं लेता है। 10. सुरक्षित संपत्ति केवल सुरक्षित लेनदारों को शुल्क एवं एनर्केंस से मुक्त में बेचे जा रहे है। 11. सफल बोलीदाता को संपत्ति के हस्तांतरण के लिए स्टॉप ड्यूटी / पंजीकरण/ व्यय / कर देनदारियों जैसे सभी खर्चों को वहन करना आवश्यक होगा। 12. उक्त विक्रय पूर्णतया विज्ञापन एवं बोली दस्तावेज (बिड डॉक्यूमेंट) में दिए गए नियमों तथा शर्तों के अधीन है। बोलीदस्तावेज हमारे किसी भी कार्यालय में सभी कार्यदिवसों में प्राप्त किए जा सकते हैं अथवा आईडीबीआई की वेबसाइट www.idbibank.in एवं <https://www.fourclosureindia.com> से डाउनलोड किए जा सकते हैं। 13. बिक्री ई-नीलामी के प्लैटफॉर्म वेबसाइट पर <https://www.fourclosureindia.com> में ई नीलामी सेवा प्रदाता 4 क्लोजर, किसी भी अन्य जानकारी के लिये श्री सबायासाची पी. से ईमेल- email_id_sabyasachi@bankauctions.in एवं मो. +91-8142000030 पर संपर्क कर सकते हैं। 14. इच्छुक बोलीदाता किसी भी अन्य जानकारी के लिए आईडीबीआई बैंक लि. सिविल लाइंस शाखा, देव टावर, होली हार्ट स्कूल के पास, रायपुर (छ.ग.), श्री राजेश प्रसाद, फोन-9826398741 एवं ईमेल- IBKL0000049@IDBI.CO.IN या श्री राजीव रंजन- 0771-4222830/ 8763431008/7008440549 से संपर्क कर सकते हैं।

स्थान-रायपुर, दिनांक- 26.08.2020 प्राधिकृत अधिकारी, आईडीबीआई बैंक लिमिटेड

Terms and conditions of Sale:

1. The sale of Secured Assets is on “as is where is basis”, “as is what is basis”, “whatever there is basis” and “no recourse basis” for and on behalf of the Secured Creditors viz.: IDBI Bank Ltd.
2. The aforesaid property shall not be sold below the reserve price mentioned above.
3. The sale shall take place on the expiry of thirty days from the date of publication of this notice.
4. The Earnest Money Deposit – (EMD) has to be deposited in Favour of **IDBI Bank Ltd, Account No. 04934915010014**, IFSC Code- IBKL0000049, Branch- Civil Lines, Raipur
5. The Earnest Money Deposit – (EMD) will not carry interest. AO may retain EMD of top three bidders upto 3 months from the date of opening of the bids.
6. The AO may permit inter-se bidding among the top three bidders.
7. The successful bidder will be required to deposit 25% of the sale price (less the amount of EMD deposited) at the time of confirmation of sale. The balance amount of the sale price is to be paid within 15 days of the confirmation of the sale or such extended period as may be agreed to by the AO. In case of failure to deposit the balance amount within the prescribed period, the deposited amount shall be forfeited, including earnest money.
8. AO reserves the right to accept or reject any or all bids without assigning any reason(s). In case all the bids are rejected, the AO reserves the right to sell the assets by any of the modes as prescribed in the SARFAESI Act.
9. The Secured Assets mentioned in the Bid Document are based on the charges/mortgages created by the Borrower in favour of Secured Creditors, the details whereof are given in the bid document. Interested parties are requested to verify the details of the Secured Assets and inspect the records relating to mortgaged assets available with AO on request.
10. Secured creditors do not take responsibility for any errors/omissions/discrepancy/ shortfall etc in the secured Assets or for procuring any permissions etc or for the dues of any authority established by law.
11. The Secured Assets are being sold free from charges and encumbrances of Secured Creditors only.
12. The successful bidder would be required to bear all the necessary expenses like stamp duty, registration, expenses, tax liabilities, if any etc for transfer of secured asset.
13. The sale is strictly subject to terms and conditions given in the advertisement and in the “**Bid Documents**”. Bid Documents can be obtained from any of our offices, on all working days or downloaded from IDBI’s website i.e. **www.idbibank.in** also at <https://www.fourclosureindia.com>

14. The sale would be on e-auction platform at web site <https://www.fourclosureindia.com> through e-auction provider **4 Closure .**, For details, help, procedure and online training in e-auction, prospective bidders may contact the e-auction service provider , **Mr. Sabyasachi P**, help line No- +91- 8142000030 , email id sabyasachi@bankauctions.in
15. Interested parties may contact **IDBI Bank Ltd, Civil Lines Branch, Dev Tower, Near Holy Heart School , Raipur, CG , Shri Rajesh Prasad, Contact No- 0771-4222851/9826398741, (email) IBKL0000049@IDBI.CO.IN or –Rajeev Ranjan, Mob: 8763431008/7008440549 and Recovery Agent , Aambe Associates, Contact details- M- 9300339069, 9826131071, 8305006006**

Statutory 15 days Sale Notice under Rule 8(6) of the SARFAESI Acts 2002:

The borrower/guarantor/mortgager are hereby notified to pay the sum as mentioned above along with upto date-interest and ancillary expenses before the date of auction, falling which the property will be auctioned/sold and balance dues, if any, will be recovered with interest and cost.

Place: Raipur, Date: 26.08.2020

Sd/- Authorised Officer,
IDBI Bank Limited

The above notice was published in The Pioneer (English) and The Amrit Sandesh(Hindi) on 26.08.2020

II. Introduction, Brief Description of secured assets and outstanding dues

1. INTRODUCTION

IDBI Bank Ltd (IDBI) having its Head Office at IDBI Tower, Cuffe Parade, Mumbai 400 005 issued a notice dated August 27th 2019 , under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (*hereinafter referred to as "the SARFAESI Act"*) calling upon Vinay Agrawal, Prop . of M/s Shivom Enterprises having its registered office / address at Shop No- 19, 2nd floor, Patwa complex, MG Road, Lal Ganga Chamber, Raipur, Chhattisgarh , Pin-492001 CG (hereinafter referred to as the Borrower) to repay within 60 days from the date of the said notice, the amount mentioned in the said notice being Rs. **Rs.5364866** /- (**Rupees Fifty Three Lakh Sixty Four Thousand Eight Hundred Sixty Six only**)) as on 01.06.2019 together with further interest from 01.06.2019 at the contractual rates upon the footing of compound interest until payment/ realization. Though the Borrower duly acknowledged receipt of the said notice, it failed to discharge the liability.

As the mortgagor has mortgaged the property to IDBI Bank Ltd as collateral security, dues recoverable from the Borrower constitute and represent 100% value of the outstanding dues having charge on the assets as envisaged under Section 13(9) of SARFAESI Act. The possession of immovable properties was taken on 13.11.2019 . The AO has also got the assets valued after taking possession as required under the SARFAESI Act.

The list of secured assets being put on sale is mentioned hereinafter.

2. BRIEF DESCRIPTION OF SECURED ASSETS

Property Description.	Reserve Price (Rs.)	Earnest Money Deposit (EMD) (Rs)
All the piece and parcels of immovable Abadi land bearing part of Khasra No 144/11 comprising area 4100 sq ft situated at Village Devpuri, Ravindra Nath Tagore Ward No 51 P.H. No 73 R.I.C. Raipur-2, Tah & Dist- Raipur, Chhattisgarh together with all buildings and structures thereon attached to the earth or permanently fastened to anything attached to the earth.	1742000.00	174200.00

3. Outstanding dues of the secured lenders as on 01.06.2019 is Rs. Rs.53,64,866 /- (Rupees Fifty Three Lakh Sixty Four Thousand Eight Hundred Sixty Six only)

III. TERMS AND CONDITIONS

1	<p>The Authorised Officer (AO) exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 (hereinafter referred to as "the SARFAESI Act") is selling the assets/properties mentioned at item No. 2 of the Tender Document (hereinafter referred to as the 'Secured Assets') and the same are being sold free from charges and encumbrances of the secured lenders mentioned at item No.III of the Tender Document.</p>								
2	<p>Issue of Tender/ Offer / Bid Document The Bid Document along with Offer Form is available free of cost from August 26th, 2020 to September 18th, 2020 and can be obtained from IDBI Bank Ltd. Civil Lines Branch, Dev Tower, Sant Kabir Chowk, Near Holy Heart School, Raipur,CG on any working day between 11.00 am and 4.00 pm. The bid document can also be downloaded from IDBI's website (www.idbibank.in) And e-Auction service providers website i.e. https://www.fourclosureindia.com. Interested parties can participate in the e-Auction for only the property.</p>								
3	<p>Reserve Price :</p> <table border="1" data-bbox="220 864 1375 1272"> <thead> <tr> <th data-bbox="220 864 959 976">Property Description. (Details are provided under Brief Description of secured assets page 7 of this bid document)</th> <th data-bbox="959 864 1169 976">Reserve Price(₹)</th> <th data-bbox="1169 864 1375 976">Earnest Money Deposit (₹)</th> </tr> </thead> <tbody> <tr> <td data-bbox="220 976 959 1272">All the piece and parcels of immovable Abadi land bearing part of Khasra No 144/11 comprising area 4100 sq ft situated at Village Devpuri, Ravindra Nath Tagore Ward No 51 P.H. No 73 R.I.C. Raipur-2, Tah & Dist- Raipur, Chhattisgarh together with all buildings and structures thereon attached to the earth or permanently fastened to anything attached to the earth.</td> <td data-bbox="959 976 1169 1272">1742000.00</td> <td data-bbox="1169 976 1375 1272">174200.00</td> </tr> </tbody> </table>			Property Description. (Details are provided under Brief Description of secured assets page 7 of this bid document)	Reserve Price(₹)	Earnest Money Deposit (₹)	All the piece and parcels of immovable Abadi land bearing part of Khasra No 144/11 comprising area 4100 sq ft situated at Village Devpuri, Ravindra Nath Tagore Ward No 51 P.H. No 73 R.I.C. Raipur-2, Tah & Dist- Raipur, Chhattisgarh together with all buildings and structures thereon attached to the earth or permanently fastened to anything attached to the earth.	1742000.00	174200.00
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4	<p>The sale of Secured Assets is on "<i>As is where is</i>", "<i>As is what is & whatever there is</i>" and "<i>without recourse</i>" basis. The description of the immovable properties is based on the mortgages created by the Borrower/Mortgagor with the secured lenders from time to time and the representations made by them. The AO does not take or assume any responsibility for any shortfall of the immovable assets or for procuring any permission, etc. or for the dues of any authority established by law. All statutory liabilities / taxes / maintenance fee / electricity / water charges etc., outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder. It is expressly made clear that the AO / Bank do not take any responsibility to provide information on the same. The AO / Bank does not take or assume any responsibility for any dues, statutory or otherwise, including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by the purchaser.</p>								
5	<p>Inspection of assets The interested parties may inspect the assets at their own cost between 11:00 a.m. and 4:00 p.m. from August 27th, 2020 to September 18th 2020 in the presence of representative of the AO available at the site to facilitate the inspection.</p>								
6	<p>Due Diligence by the Bidders The interested parties may carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets. A bidder shall be deemed to have full knowledge of the condition of the assets, relevant documents,</p>								

	information, etc. whether the bidder actually inspects or visits or verifies or not.
7	The bidders shall be deemed to have inspected and approved the Secured Assets 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 premises and details of movable assets and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abuttal of the assets/properties and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/properties and their condition.
8	The Bidder shall not be entitled to receive re-imburement 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 assets and matters incidental thereto or for any other purpose in connection with purchase of the assets under reference.
9	<p>Submission of Tender/Offer</p> <p>The Bidder shall complete in all respects the Offer form(s) annexed to the Tender Document, 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 each page of the Offer. Offers received for sale and / or accepted are not transferable.</p> <p>The Format for submission of Profile of the bidder is given in Chapter IV & V respectively of this Tender Documents.</p> <p>The format Chapter IV is for Individuals and The format Chapter V is for Company / Proprietorship / Partnership firms. Bidders may fill in only the form relevant to them.</p>
10	The Tender/Offer shall be signed by a person or persons duly authorized by the Bidder with the signature which should be duly attested.
11	The Tender/Offer shall contain the full address, Telephone No., Fax No., e-mail-ID, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Offer.
12	Bidders are also required to submit declaration executed on general stamp paper of ₹100/- along with the Bid form as per the format given at Chapter VI.
13	The Tender/Offer form, declaration etc. shall not be detached from the Bid Documents i.e. one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto i.e. entire set of Bid Document along with duly filled relevant forms be submitted to AO.
14	<p>Last date for submission of Tender/Offer /Bid Document</p> <p>The interested parties may submit Tender / Offer / Bid Document duly filled and signed along with the required documents to the AO, Shri Rajesh Prasad , Deputy General Manger, IDBI Bank Ltd., Civil Lines Raipur , <u>not later than 4.00 pm, September 18th 2020</u>, in a <u>sealed cover</u>. Bidders to submit the EMD by way of RTGS in favour of IDBI Bank Ltd, Account No. 04934915010014, IFSC Code: IBKL0000049, Branch : Civil Lines, Raipur, CG. Such bidders must indicate RTGS UTR No., Amount remitted and date in the appropriate space in the Profile of the Bidder.</p>
15	Only those bidders will be permitted to participate in the e-Auction whose Tender/ Offer /Bid Document is complete in every respect and remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time. Bank does not take any responsibility and will not entertain any complaint for any delay in transfer of funds by way of electronic mode. Form of Tender /Offer/ Bid document, if found incomplete in any respect, shall be liable for outright rejection.

16	<p>Procedure for e-Auction (after submission of bid to AO).</p> <ol style="list-style-type: none"> a. IDBI has appointed 4 Closure ., Plot No.20, Amrutha Apartments, Flat No.101, House No.13-1-115/8, Mothinagar, Hyderabad-500 018 as e-Auction Support Provider (e-ASP) for said sale. Mr. Sabyasachi P help line email id sabyasachi@bankauctions.in is authorized representatives of e-ASP. Cell: +91 8142000030. b. After scrutinisation of bids and confirmation of the receipt of EMD as advised, AO would forward names and other details of valid bidders to the e-ASP for initiating further process related to auction. c. Valid bidders are required to be in touch with the e-ASP and submit following documents to e-ASP:- <ol style="list-style-type: none"> 1. Details of EMD i.e. details of RTGS sent to AO. 2. Self attested copy of PAN Card 3. Self attested valid Residential Proof (any one of the-Voter-id, Passport, Driving License, Aadhar Card, Electricity Bill, Telephone Bill) 4. Valid e-mail id and contact details (with alternate mobile/ land line phone numbers) d. After registration and satisfaction of KYC and other norms e-ASP would provide user id and password to the valid bidders. e. After receiving the user-id / password from e-ASP, the bidders may request for training for e-Auction. f. After completion of e-Auction process, e-ASP would submit list of the bidders alongwith its bid amount to AO. g. Thereafter, AO would intimate the bidders accordingly. <p>Bank/ AO / e-ASP provider will not be held responsible for any error occurred due to power failure / computer hardware or software error / network error etc. at the time of e-Auction.</p>	
17	Date and Time of e-Auction	September 19th, 2020 11.00 a.m. to 12.00 noon
<p>The auction would be held with unlimited extensions of 05 minutes each, if required, on e-Auction platform at website: https://idbi.auctiontiger.net In case no further valid bids are received during the extended period, the last highest bid received would be treated as the successful bid and auction would be treated as closed/terminated.</p> <p>Increase in Bid Amount : It may be noted that increase in bid amount, if any, during the e-Auction period shall be made as under.</p> <p>In multiples of Rs.10,000/- for the property, increase in bid amount below the aforesaid amounts will be rejected. First bid should be of at least equal to Reserve Price or increment(s) over the Reserve Price in multiples as above.</p>		
18	<p>AO reserves the right to retain the EMD of top three bidder's upto three months from the date of e-Auction and the amount of such EMD will not carry any interest. The Bids so retained will be valid for three months from the date of e-Auction or till further extension of time as may be approved by the AO. The EMD of other bids will be returned within 7 days from the date of e-Auction.</p>	
19	<p>Payment of Sale Price The successful bidder would be informed in writing about the acceptance of his/her bid/offer by the AO and will be required to deposit 25% of the sale price (less the amount of EMD) immediately after issuance of letter intimating acceptance of his/her bid, that is, confirmation of sale in his favour by way of RTGS in favour of IDBI Bank</p>	

	<p>Ltd, IDBI Bank Ltd, Account No. 04934915010014, IFSC Code- IBKL0000049, Branch- Civil Lines, Raipur</p> <p>The balance amount of the sale price shall have to be paid within 15 days from the sale date by way of RTGS in favour of IDBI Bank Ltd, IDBI Bank Ltd, Account No. 04934915010014, IFSC Code- IBKL0000049, Branch- Civil Lines, Raipur or such extended period as may be agreed upon in writing between the successful bidder and the AO.</p>
20	In case the successful bidder fails to deposit 25% of the sale price within stipulated period, the AO shall forfeit the EMD and if the successful bidder backs out after paying 25% of the sale price, then AO shall forfeit the 25% of the sale consideration so deposited including the EMD.
21	The defaulting successful bidder shall forfeit all claims to the assets or to any part of the sum for which it may be subsequently sold.
22	In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the amount paid by such bidder would be forfeited and also the AO reserves the right to re-sell the assets to the second/third highest bidder or re-auction the property in the above manner, who shall also be treated as the successful bidder mentioned in clauses 9 to 16 above and further in terms of this Bid Document.
23	On confirmation of sale and if the terms of payment have been complied with and the successful bidder pays entire sale consideration, the AO exercising the power of sale shall issue "Certificate of Sale" for the immovable property in favour of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002.
24	The Successful Bidder shall, after making full payment of sale price within 15 days of sale or such extended period as may be granted by the AO at his sole and absolute discretion, arrange to take possession of the Secured Assets immediately thereafter. It is explicitly stated that once the Sale Certificate is issued by the AO, the AO/ IDBI Bank Ltd or its any official shall not be held responsible for security and safe-keeping of the Secured Assets. In case the successful bidder fails to take possession of the secured assets as stated above, the AO reserves the right to revoke the sale confirmed in his/her favour, forfeit the entire amount paid by the successful bidder and go for re-bidding or sell the secured assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty. In such an event, the original successful bidder shall have no claims on the secured assets or to any amount /s for which it may be subsequently sold.
25	After issuance of Certificate of Sale by AO, the Successful Bidder (purchaser) is required to get the same registered with the competent authority (if required) within four months or as per norms guidelines of government authorities issued from time to time at his cost. The purchaser will be required to bear all the necessary expenses like stamp duty, registration, conveyance expenses, etc. for transfer of assets in his/her name. It is expressly stipulated that there are no implied obligations on the part of the AO or the secured lenders and it shall be solely the obligation of the Bidder, at his/her cost, to do all acts, things and deeds whatsoever for the completion of the sale including payment of all statutory liabilities / housing society tax / maintenance fee / electricity / water charges etc., outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder to get the assets transferred in his /her/their name. Bank does not take any responsibility to provide information on the same.
26	The submission of the Bid/Offer means and implies that the Bidder/Offerer has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Bid/Offer laid down herein.

27	The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/her under these conditions is and shall be deemed to be of the essence.
28	General Terms and Conditions The AO shall be at liberty to amend/modify/delete/drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances.
29	The entire procedure of e–Auction, the sequence of inter-se 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.
30	The AO reserves the right and liberty to accept/reject any or all the Bids/Offeres and also reserves the right to cancel the entire sale process/ e-Auction process without assigning any reasons. In case all the bids are rejected or the successful bidder fails to make payments as required in the Bid Document or withdraws his/her bid, the AO, at her sole and absolute discretion, reserves the right to go for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty and the Bidders shall have no right to object to the same.
31	In the event the said sale in favour of the bidder not being confirmed by AO, otherwise than on account of the wilful 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 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 costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her.
32	Notwithstanding anything stated elsewhere in this Tender Document, the AO reserves the right to call off the sale process at any point of time without assigning any reasons.
33	Jurisdiction All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Raipur shall have jurisdiction to entertain /adjudicate such disputes.
34	On payment of Sale consideration, the payment by successful bidder to the bank will be subject to TDS under section 194 -1A of the Income Tax Act 1961 and TDS is to be deducted by the successful bidder only at the time of deposit of remaining 75% of the Bid amount. Any dispute regarding the matter would be under jurisdiction of courts in Durg only.
35	Particular specified in schedule above has been stated to the best of the information of the Authorised Officer/ Bank. Authorised Officer and/or Bank will not be answerable for any error, Mis-statement or omission in this Public Notice.
36	Tenderer (s) must ensure the following while submitting the tender: A. THAT THE TENDER SHOULD BE FILLED IN THE FORMAT OF THE TENDER BID ENCLOSED AT ANNEXURE-VI/VII B. COPY OF THE PAN CARD OF THE PERSON BIDDING AND IF IT IS A COMPANY/FIRM THEN COPY OF THE PAN CARD OF COMPANY/FIRM. C. COPY OF THE CERTIFICATE OF INCOPORATION OF THE COMPANY/FIRM. D. BOARD RESOLUTION OF THE COMPANY/FIRM AUTHORIZING THE PERSON/PARTNER TO FILE BID FOR THE ASSET AND COPY OF THE IDENTITY PROOF OF THE SAID PERSON/PARTNER. E. THAT EVERY PAGE OF THE TENDER DOCUMENT IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER AND

DOCUMENTS SUBMITTED SHALL BE DULY ATTESTED.

F. THAT ALL ALTERATION, ERASURES AND OVER WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE TENDERER'S SIGNATURE.

IV. BID FORM FOR INDIVIDUAL

For purchase of secured assets / property of Shri Mahabir Agrawal , Mortgagor of M/s. Shivom Enterprises of Property No-3 :

All the piece and parcels of immovable Abadi land bearing part of Khasra No 144/11 comprising area 4100 sq ft situated at Village Devpuri, Ravindra Nath Tagore Ward No 51 P.H. No 73 R.I.C. Raipur-2, Tah & Dist- Raipur, Chhattisgarh together with all buildings and structures thereon attached to the earth or permanently fastened to anything attached to the earth.

(To be submitted by the Bidder/Offerer separately for each property)

1	a) Full Name of the Bidder/Offerer (in Block letters)	:	
	b) Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:	
	c) Mobile Nos.	:	
	d) E-mail ID	:	
2	Brief particulars of business (if any)	:	
3	Relationship, if any, the Bidder/Offeror has with any employee of IDBI Bank Ltd.	:	
4	Name and particulars of the Company/Firm/Person in whose name the Secured Assets/property are to be purchased	:	
5	RTGS remitted through i.e. Name of the Bank	:	
	RTGS UTR NO.	:	

	Amount remitted	:	
In case of refund of EMD, it would be refunded to the account from where it was remitted.			
	Date	:	
6	Income Tax Permanent Account Number(s) (PAN) of Bidder /Offerer	:	

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused 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 Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature of the duly authorised official of the Bidder/Offerer

Name and Designation of the Authorised Signatory

Place :

Date :

V. BID FORM FOR COMPANY/ PARTNERSHIP/ PROPRIETORSHIP FIRM

For purchase of secured assets / property of Shri Mahabir Agrawal , Mortgagor of M/s. Shivom Enterprises of Property No-3 :

All the piece and parcels of immovable Abadi land bearing part of Khasra No 144/11 comprising area 4100 sq ft situated at Village Devpuri, Ravindra Nath Tagore Ward No 51 P.H. No 73 R.I.C. Raipur-2, Tah & Dist- Raipur, Chhattisgarh together with all buildings and structures thereon attached to the earth or permanently fastened to anything attached to the earth.

(To be submitted by the Bidder/Offerer separately for each property)

1.	a) Name of the Company/ Firm/ Party <i>(in Block letters)</i>	
	b) Complete Registered Address	
	c) Complete Correspondence Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	
2.	Date of Incorporation	
3.	Constitution (Private/Public/Joint)	
4.	Name of Chairman	
5.	Name of Managing Director / Partners	
6.	Board of Directors	a)
		b)
		c)
		d)
		e)
		f)
7.	Income tax PAN No. (attested copy of PAN card of the company to be attached)	
8.	Date of Last Income Tax Return (Enclose copy of last 3 years' Income Tax clearance certificate)	
9	a) Full Name of the Authorised Person to carry out e- auction on behalf of the company/firm /party <i>(in Block letters)</i> (Original Authorised letter to be attached to carry out the e-Auction process)	:
	b) Complete Postal Address of the Authorise person with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:
	c) Mobile Nos.	
	d) E-mail ID	
10	Designation of the Authorised Person	:
11	Relationship, if any, the Bidder/Offerer	:

	has with any employee of IDBI Bank Ltd.	
13	RTGS remitted through i.e. Name of the Bank	:
	RTGS UTR No.	
	Amount Remitted	
	Date	
In case of refund of EMD, it would be refunded to the account from where it was remitted.		
14	Income Tax Permanent Account Number(s) (PAN) of the Authorised person	:

* Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused 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 Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature:

Name of the Authorised Person:

Designation:

Company Seal

All authorizations should be annexed to this form.

VI. DECLARATION BY THE BIDDER (ON GENERAL STAMP PAPER OF Rs.100/-)

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

To,
The Authorised Officer,
IDBI Bank Ltd.,
Civil Lines, Raipur

Dear Sir,

For purchase of secured assets / property of Shri Mahabir Agrawal , Mortgagor of M/s. Shivom Enterprises of Property No-3 :

All the piece and parcels of immovable Abadi land bearing part of Khasra No 144/11 comprising area 4100 sq ft situated at Village Devpuri, Ravindra Nath Tagore Ward No 51 P.H. No 73 R.I.C. Raipur-2, Tah & Dist- Raipur, Chhattisgarh together with all buildings and structures thereon attached to the earth or permanently fastened to anything attached to the earth.

Having fully examined and understood the terms and conditions of the Tender Document and condition and status of the Secured Assets/property, I/We offer to purchase the said Secured Assets strictly in conformity with the terms and conditions of this Tender/Offer Document.

I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Tender/Offer and acquire the Secured Asset/property. Should 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, should I/we fail to deposit the balance amount of 75% of the sale consideration (after having paid 25% of the 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 15 days of acceptance of bid/offer or such extended period as may be granted by the AO at his sole and absolute discretion, I/we shall arrange to take possession of the secured assets immediately of entire sale consideration. I/We understand that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the secured assets. We further understand that in the event I/We fail to take possession of the Secured Assets 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 secured assets or to any amount/s for which it may be subsequently sold.

I/We clearly understand and accept that the Authorised Officer or the secured lenders do not take or assume any responsibility for any dues, statutory or otherwise, of Veeckey Minerals & Exports including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by me/us in case my/our Bid is accepted.

I/We understand that you are not bound to accept the highest or any Bid as you may consider deem fit. Further, I/we will not raise any objection in case the Authorised Officer goes for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty.

I/We understand that time is the essence for completing the acquisition formalities of the Secured Assets/property and I/we agree and undertake to abide by it.

I/We have paid Rs..... (Rupeesonly) towards Earnest Money Deposit (EMD) in the name of "IDBI Bank Ltd." by way of

We understand that the EMD will not carry any interest.

We understand that the Bid should be unconditional and Bid having conditions contrary to the terms and conditions of the Bid Document can be summarily rejected.

Place :

Dated ...__ day of _____ 2020

Signature in the capacity of

duly authorised to sign Bid for and on behalf of

(Name and address of the Bidder)
(IN BLOCK CAPITALS)

Place :

Dated ...__ day of _____2020

Signature in the capacity of

duly authorised to sign Bid for and on behalf of

(Name and address of the Bidder)
(IN BLOCK CAPITALS)

WITNESS :

Signature :

Name & Address :

Occupation :