



AXIS BANK LTD

Corporate Office, Axis House, Structured Assets Group, 7th Floor, C-2, Wadia International Centre, P.B.Marg, Worli, Mumbai- 400025. Phone (022)-24255717/28/29 or (M): 9833698778/ 9769798789

PUBLIC NOTICE FOR SALE/E-AUCTION

As per Appendix IV-A read with rule 8(6) of the Security Interest (Enforcement) Rules, 2002

E-Auction Sale Notice for Sale of the Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8(6) of the Security Interest (Enforcement) Rules, 2002

Notice is hereby given to the public in general and in particular to the Borrower and Guarantor(s)/Mortgagor(s)/Owner(s) that the below described immovable properties mortgaged/charged to the Secured Creditor, the physical possession of which has been taken by the Authorised Officer of Axis Bank Limited (Secured Creditor), will be sold on **“As is Where Is Basis”, “As Is What Is Basis” and “Whatever There Is Basis” on 7th January, 2020 i.e. Tuesday**, for recovery of amount mentioned in Demand Notices issued by the Secured Creditors i.e. Axis Bank Limited, IDBI Bank and Dhanlaxmi Bank to **Principal Borrower, Champion Agro Limited and Dhirajlal G Hirpara, Jitendra G Hirpara, Dharmesh P Trivedi, Rasiklal V Patel, Champion Agro Engineering Private Limited (earlier known as Magnetic Engineering Private Limited) and Shiv Krishna Industries (Guarantors/ Mortgagors)** for the below mentioned properties for **Cash Credit Facilities**. The details of Reserve Price and Earnest Money Deposit of the immovable properties secured by way of first pari- passu charge in favour of Axis Bank, IDBI Bank and Dhanlaxmi Bank for Cash Credit Facility is given below.

DESCRIPTION OF PROPERTY	RESERVE PRICE (in RS.)	EARNEST MONEY DEPOSIT (EMD)
Lot I: Plots of Non-Agriculture land for Industrial Purpose having Plot No. 20 admeasuring about 418.05 sq. ft. of Revenue Survey No 177 paiki of village Padavala, Kotda-Sangani Taluka of Rajkot District	25,00,000/-	2,50,000/-
Lot II: Plots of Non-Agriculture land for Industrial Purpose having Plot Nos. 2,3,4,5 & 13 admeasuring about 2117.05 sq. ft. of Revenue Survey No 177 paiki of village Padavala, Kotda-Sangani Taluka of Rajkot District	1,27,00,000/-	12,70,000/-
Lot III: Plots of Non-Agriculture land for Industrial Purpose having Plot Nos. 8,10,11,12,14,15,16 &	2,15,00,000/-	21,50,000/-

17 admeasuring about 3577.00 sq. ft. of Revenue Survey No 177 paiki of village Padavala of Kotda-Sangani Taluka of Rajkot District		
Lot IV: Residential Plot bearing Plot No.29 admeasuring 549-80 sq. Mtrs. of Survey No. 278/1 Paiki of Village Gundasara of Gondal Taluka of Rajkot District	27,00,000/-	2,70,000/-
Lot V: Open land of Plot No. 1 to 12 admeasuring 5293-63 sq. mtrs. of Survey No. 64 Paiki of Chandali of Lodhika Taluka of Rajkot District	31,00,000/-	3,10,000/-
Lot VI: All that the pieces and parcels of land known as Plot No. 30 in the Kuvadva Industrial Estate consisting of Revenue Survey No. 557 Paiki within the village limits of Kuvadva, Taluka and District Rajkot, containing by admeasurement 1000 sq. mtr. or thereabout and bounded as follows: On or towards North by: Plot No. 31 On or towards South by: Plot No. 29 On or towards East by: Plot No. 33 On or towards West by: 14 mtr. wide road	77,00,000/-	7,70,000/-
Lot VII: Non agriculture land of Plot Nos. 1, 4, 8, 14, 18, 22, 24, 25, 26, 27, 28 & 29 totally admeasuring 17685-63 sq mt of Survey no.5, 6 & 7 Paiki of village Navagam (Bamanbor) of Chotila Taluka of Surendranagar District	1,50,00,000/-	15,00,000/-
Lot VIII: Building on non-agriculture land admeasuring 10015-88 sq mt of Survey No. 51 Paiki of village Bamanbor of Chotila Taluka of Surendranagar District	1,50,00,000/-	15,00,000/-

The Borrower/Guarantor(s)/Mortgagor(s) attention is invited to provisions of sub-section (8) of Section 13 of the Act, in respect of time available, to redeem the secured assets.

For detailed terms and conditions of the sale, please refer to the link provided in <https://www.axisbank.com/auction-notices/> and/or <https://axisbank.auctiontiger.net>.

Date: 22nd November, 2019
Place: District Surendranagar/ Rajkot

Authorised Officer
Axis Bank Ltd.



Ref No. AXIS/SA/SA/2019-20/

25th November, 2019

TENDER DOCUMENT

TERMS OF INVITATION AND SALE

AXIS BANK LTD.

**Structured Assets Group, 7th Floor, Axis House, C-2,
Wadia International Centre, P.B. Marg, Worli, Mumbai-400 025.
Tel.-022-24255717/28/29 or (Mob): 9833698778/ 9769798789
www.axisbank.com/auction-notices**

DETAILS

1. 2. (Lots)	Name of Borrower : Champion Agro Limited Description of the "Secured Assets" offered for sale (herein after referred as the "Scheduled Properties" or the "said Properties" or the "Secured Assets")	Reserve Price, below which the Secured Assets shall not be sold (in Rs.)	Earnest Money Deposit (EMD) (In Rs.)
1.	Plots of Non-Agriculture land for Industrial Purpose having Plot No. 20 admeasuring about 418.05 sq. ft. of Revenue Survey No 177 paiki of village Padavala, Kotda-Sangani Taluka of Rajkot District	25,00,000/-	2,50,000/-
2.	Plots of Non-Agriculture land for Industrial Purpose having Plot Nos. 2,3,4,5 & 13 admeasuring about 2117.05 sq. ft. of Revenue Survey No 177 paiki of village Padavala, Kotda-Sangani Taluka of Rajkot District	1,27,00,000/-	12,70,000/-
3.	Plots of Non-Agriculture land for Industrial Purpose having Plot Nos.8,10,11,12,14,15,16 & 17 admeasuring about 3577.00 sq. ft. of Revenue Survey No 177 paiki of village Padavala of Kotda-Sangani Taluka of Rajkot District	2,15,00,000/-	21,50,000/-
4.	Residential Plot bearing Plot No.29 admeasuring 549-80 sq. Mtrs. of Survey No. 278/1 Paiki of Village Gundasara of Gondal Taluka of Rajkot District	27,00,000/-	2,70,000/-
5.	Open land of Plot No. 1 to 12 admeasuring 5293-63 sq. mtrs. of Survey No. 64 Paiki of Chandali of Lodhika Taluka of Rajkot District	31,00,000/-	3,10,000/-
6.	All that the pieces and parcels of land known as Plot No. 30 in the Kuvadva Industrial Estate consisting of Revenue Survey No. 557 Paiki within the village limits of Kuvadva, Taluka and District Rajkot, containing by admeasurement 1000 sq. mtr. or thereabout and bounded as follows: On or towards North by: Plot No. 31 On or towards South by: Plot No. 29 On or towards East by: Plot No. 33 On or towards West by: 14 mtr. wide road	77,00,000/-	7,70,000/-
7.	Non agriculture land of Plot Nos. 1, 4, 8, 14, 18, 22, 24, 25, 26, 27, 28 & 29 totally admeasuring 17685-63 sq mt of Survey no.5, 6 & 7 Paiki of village Navagam (Bamanbor) of Chotila Taluka of Surendranagar District	1,50,00,000/-	15,00,000/-
8.	Building on non-agriculture land admeasuring 10015-88 sq mt of Survey No. 51 Paiki of village Bamanbor of Chotila Taluka of Surendranagar District	1,50,00,000/-	15,00,000/-
3.	Bid Increment amount at the auction sale	Rs. 2,00,000/- & in such Multiples	
4.	Last date for submission of duly filled tender document, KYC documents of Bidder along with EMD	3rd January, 2020 (Friday)	
5.	E-auction shall be conducted on	7th January, 2020 (Tuesday) For Lot Nos. 1 to 4: 11:00 a.m. to 1:00 p.m.	

		For Lot Nos. 5 to 8: 2:00 p.m. to 4:00 p.m.
6.	Dates for Inspection of Secured Assets	Upon request between 2 nd December, 2019 (Monday) till 27 th December, 2019 (Friday)
7.	Terms and Conditions of Sale	As mentioned below

Background leading to auction sale:

The below mentioned Banks issued notice u/s 13(2) of the SARFAESI Act to Principal borrower **Champion Agro Ltd.** having address at Survey No 217, Plot No.02, National Highway 8-B, Veraval Main Road, Veraval (Shaper), Rajkot, Gujarat- 360024 & others, to repay the amount mentioned in the notices, within 60 days from the date of receipt of the said notices as more particularly stated as under:

S.N.	Name of Bank	Date of Demand Notice	Amount	Name of Guarantors/ Mortgagors
a)	AXIS BANK LTD.	01/01/2015	Rs. 92,71,83,553.53 (Rupees Ninety Two Crores Seventy one Lakh Eighty Three Thousand Five Hundred Fifty Three and paise Fifty Three) due as on 31.12.2014	1.Dhirajlal G Hirpara 2.Jitendra G Hirpara 3.Dharmesh P Trivedi 4. Rasik V Patel 5. Shiv Krishna Industries 6. Magnetic Engineering P Ltd. (No.1 to 6 are guarantors and mortgagors for Cash Credit and Corporate loan) 7. Om Fresh Fruits Pvt. Ltd. (Guarantor /Mortgagor along with No.01 & 02 for the short term loan)
b)	IDBI BANK LTD	17/02/2016	Rs.71,00,24,219.74 (Rupees Seventy One Crore Twenty Four Thousand Two Hundred Nineteen and paise Seventy Four) due as on 01.02.2016	1.Dhirajlal G Hirpara 2.Jitendra G Hirpara 3. Dharmesh P Trivedi. 4. Rasik V Patel. 5.Shiv Krishna Industries 6. Magnetic Engineering P Ltd. 7. Champion Agro Engineering Pvt. Ltd. / Magnetic Engineering Pvt. Ltd. 8. Bhupendra H Khunt.
c)	DHANLAXMI BANK LTD.	04/10/2014	Rs.22,34,53,280.27 (Rupees Twenty Two Crores Thirty Four Lakh Fifty Three Thousand Two Hundred Eighty and paise Twenty	1..Dhirajlal G Hirpara 2.Jitendra G Hirpara 3.Dharmesh P Trivedi 4. Rasik V Patel 5. Shiv Krishna Industries 6. Magnetic Engineering P Ltd.

The above notices was duly received by all the recipients. The Borrower/Guarantors/Mortgagors were called upon to pay the amount mentioned in the said notices. IDBI Bank Ltd. and Dhanlaxmi Bank Ltd. vide their letters dated 16th June, 2016 and 16th June 2015 respectively had given consent u/s 13 (9) of SARFAESI Act to Axis Bank Ltd. to take action u/s 13 (4) of SARFAESI Act on their behalf. After expiry of 60 days' notice period, possession of Scheduled Properties was taken by the Authorised Officer of Axis Bank on behalf of Axis Bank and other lenders i.e. IDBI Bank & Dhanlaxmi Bank.

TERMS AND CONDITIONS OF THE INVITATION AND SALE

1. The Secured Assets are being sold on “As Is Where Is Basis”, “As Is What Is Basis”, “Whatever There Is Basis”.

All liabilities, encumbrances, dues of authorities and departments, statutory or otherwise, and other dues (by whatever name called in whichever form, mode, manner), if any, in respect of the Secured Assets and if payable in law and/or attachable to the Secured Assets/sale proceeds, shall be the sole responsibility and to the account of the prospective buyer (also known as “Offeror”). Accordingly, the sale proceeds arising out of the proposed sale hereunder shall not be available for payment of any such liabilities, encumbrances, dues etc., and the sale proceeds shall be exclusive of all such liabilities, encumbrances, dues, (by whatever name called) whether known or unknown. The Secured Assets are being sold with all known and unknown encumbrances, if any, except the encumbrance by way of mortgage / charge and liabilities to Axis Bank Ltd., IDBI Bank and Dhanlaxmi Bank in respect of the financial facilities as against the Scheduled Properties.

2. Neither the Bank nor the Authorised Officer undertakes any responsibility to procure any permission/ license/ approvals etc. from any person/ department/ authority/ Government etc. in respect of the Secured Assets offered for sale.
3. Bank/ Authorised Officer does not make any representations regarding the existence or otherwise of aforesaid liabilities, encumbrances, dues etc. The Offeror may do his / their own necessary due diligence in this regard.
4. The person(s) interested in submitting quotations/offers/Bid (such person(s) giving the quotation/bid/offer is herein after referred to as “**Bidder**” and the quotation/bid/offer given is hereinafter referred to as “**Bid**”) shall submit the same for purchase of the Secured Assets as mentioned herein above in the prescribed Bid Form given in the **Annexure I** hereto. Bidder would be required to submit the KYC detail in the form and manner acceptable to the Bank / Authorised Officer. The Bids in duly completed Bid Form along with the Demand Draft/Pay Order towards the Earnest Money Deposit as per clause 5 below should be submitted to the Authorised Officer at Axis Bank Limited, Corporate Office, Structured Assets Group, 7th Floor, “Axis House” C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025 during working hours of the Bank, (except Saturday, Sunday and Bank Holidays) **latest by 3rd January, 2020 (Friday)**. Any Bid not in the prescribed Bid Form may be treated as invalid. No correspondence shall be entertained in this behalf.
5. The Offer/ Bid submitted as above must be accompanied by the Earnest Money Deposit (“EMD”) for the abovementioned Secured Assets as prescribed hereinabove by way of Demand Draft / Pay Order drawn on a Scheduled Bank in favour of “Axis Bank Ltd” payable at Mumbai. The EMD shall not carry any interest. The unsuccessful Bidder(s) shall collect / take back the EMD amount from the Authorised Officer / Bank, in due course of time after conclusion of the e-auction on **7th January, 2020 (Tuesday)**.

The EMD shall not be refundable in case of a Successful Offer/ Bid and shall either be adjusted against the purchase consideration or be forfeited in accordance with terms and conditions of this Tender Document. Only those Bidders who have submitted the Bid/Offer and EMD amount as mentioned herein on or before **3rd January, 2020 (Friday)** shall be allowed to access the e-auction portal (“Eligible Bidder”).

Eligible Bidder(s) who have duly paid the EMD amount as mentioned herein above and submitted KYC documents shall be contacted and provided with User ID and Password for participating in the e-auction on <https://axisbank.auctiontiger.net>. Bids shall have

to be submitted to the Authorised Officer in the prescribed Bid/Offer Form given in the **Annexure I** hereto. The e-auction will be conducted **on 7th January, 2020 i.e. Tuesday**. Bids submitted in the format and manner, other than what is prescribed herein above shall be liable for rejection.

6. The Secured Assets will be sold by way of e-auction through website **<https://axisbank.auctiontiger.net>** of 'e-procurement technologies Ltd' (auction tiger), the Bank approved service provider, who are assisting the Authorised Officer in conducting the e-auction.
7. Eligible Bidder(s) who have duly complied with requirements in para 4 and 5 herein shall be contacted and provided with User ID and Password for participating in the e-auction process. The interested purchasers shall be permitted to participate in the e-auction only if EMD amount has been received by the Bank along with the Bid/ Offer form, KYC & other documents in the manner mentioned hereinabove. **The property will not be sold below the Reserve Price.**
8. Bidders may inspect the above Scheduled Properties upon request between 2nd December, 2019 (Monday) till 27th December, 2019 (Friday). The person(s) deputed for inspection by the prospective Bidder should carry with him/her/them appropriate authorization on the letterhead of the prospective Bidder, he/she/they represent(s), failing which inspection may be refused.
9. The Bank shall make available to the prospective Bidder(s) / Offeror(s) who have collected the Tender Document, at the aforementioned address of the Bank, all the relevant papers, documents, notices etc. with respect to Secured Assets and proceedings under the SARFAESI Act and Rules made thereunder for perusal / verification by the Offeror(s). The Offeror(s) may, if he / she / it / they so desire, peruse / verify the same at a time mutually convenient to the Bank and the Offeror(s) – with prior appointment on any working day other than Saturdays, Sundays and Bank holidays. However, no photocopies of the documents etc. shall be given to the prospective buyer(s) / Offeror(s).

By accepting this document the Offeror(s) undertakes to keep the information gathered during the due diligence process including information available as per Bank's records / interaction with Bank officials, confidential and not to disclose the said information etc. to any person / entity and shall not use the said information etc., for any purpose other than making an Offer pursuant to this Tender Document / Auction Notice.

10. Authorised Officer / Bank reserves the right to adjourn, postpone or cancel the sale/ e-auction without any prior notice. The sale/ auction shall be conducted by the Authorised Officer/ Bank in accordance with the procedure as set out under SARFAESI Act.
11. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by the Authorised Officer / Bank. Bidder(s) acknowledge that Bank / Authorised Officer is not obliged to respond to questions or to provide clarifications.
12. The eligible Bidder(s) may participate in the e-auction quoting/ bidding from their own offices/ place of their choice. Internet connectivity shall have to be arranged by each bidder himself/ herself/ itself/ themselves. The Authorised Officer/ Axis Bank/ e-auction service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc. The e-auction will be conducted on. Sale of secured assets shall be conducted in following manner:

- a) An Offeror/ Bidder would be required to submit duly filled tender document, Bid Form and his/ her/ it's KYC documents viz. (i) full name of the bidder (ii) copy of PAN Card (iii) Active Mobile Number (iv) Email Address and (v) Address proof alongwith EMD amount by way of pay order/demand draft drawn on a Scheduled Bank in favour of "Axis Bank Ltd", payable at Mumbai/ Rajkot, in the form and manner acceptable to the Bank / Authorised Officer on or before.
 - b) The e-auction will be conducted on. The e-auction (inter-se bidding) shall commence at the amount of highest bid/ offer received by the Authorised Officer. The bidder(s) may improve their offer by Rs. 2,00,000/- and in multiple thereof. The bidder who emerges as the highest bidder on closure of e-auction process shall be declared as Successful Bidder and a communication to that effect will be issued through e-mail or any other mode which shall be subject to approval of the Authorised Officer/ Secured Creditor.
- 13.** The Successful Bidder(s) shall be required to pay minimum 25% (including the EMD amount) of the Offer amount / final Purchase Consideration (price at which the E-Auction is successful) by way of Demand Draft / Pay Order drawn on a Scheduled Bank in favour of "Axis Bank Ltd" or electronic means like RTGS/SWIFT transfer, immediately i.e. on the same day or not later than next working day, upon being declared as "Successful Bidder" and the balance 75% of the purchase consideration within fifteen days from the date of confirmation of sale or such extended period (as may be agreed upon in writing between the Successful Bidder(s) and the Bank, in any case not exceeding three months) from the date of confirmation of sale, by way of Demand Draft / Pay Order drawn on a Scheduled Bank in favour of "Axis Bank Ltd" or electronic means like RTGS/SWIFT transfer.

In the event of any default in payment of purchase consideration in full, or if the sale is not completed by reason of any default on the part of the Successful Bidder(s), the Authorised Officer, shall be entitled to forfeit all the moneys/EMD/purchase consideration till then paid by the Successful Bidder(s) and put up the Secured Asset for resale/disposal as per provisions of SARFAESI Act. Further, all costs, charges and expenses (by whatever name called including legal and other fees) incurred by Bank, on account of such resale shall be borne by the defaulting Successful Bidder(s) who shall also be bound to make good any deficiency in eventual Purchase Consideration arising on such resale. However, such defaulting Successful Bidder(s) shall neither be entitled to make any claim in the event of the Secured Asset realizing higher price on such resale nor ask for refund of any sorts.

- 14.** All costs, expenses, taxes relating to or incidental to the sale and / or transfer of the Secured Asset including but not limited to charges with respect to adjudication of stamp duty, payment of stamp duty on sale certificates, registration charges, cess, transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Secured Assets and further documentation charges including but not limited to conveyance, stamp duty, fees/charges/ etc., shall be borne by the Successful Bidder.
- 15.** Transfer of the Secured Assets to the Successful Bidder shall be effected by the Authorised Officer by execution of the Sale Certificate as per the format annexed as **Annexure II** hereto in accordance with the Security Interest (Enforcement) Rules, 2002, only upon receipt and realization from the Successful Bidder of the entire purchase consideration and execution by Successful Bidder of such other documents as may be deemed necessary by the Authorised Officer.

- 16.** As from the date of confirmation of the Bid as Successful Bidder of the Secured Asset, all the risks, costs, responsibilities including the risks and costs as regards any loss or damage to the Secured Asset by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever shall be that of the Successful Bidder and neither Axis Bank nor the Authorised Officer shall be liable for any such loss or damages.
- 17.** By accepting this document the Bidder(s) / Successful Bidder undertakes to 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 Bank for the enforcement of this indemnity), which the Bank shall suffer as a result of any failure on the part of the Successful Bidder and to meet and clear any such liabilities, encumbrances and dues or any claim, proceedings, litigations, made by any person related or unrelated to the Secured Asset in respect of such liabilities, encumbrances and dues. By accepting this document the Bidder / Successful Bidder undertakes to keep the Bank indemnified and save harmless the Bank from any and all claims, losses, penalties, damages etc., on account of any deficiency in respect of stamp duty payable on the Sale Certificate which shall be executed in favour of the Successful Bidder/Purchaser by the Bank for sale of the Secured Asset under provisions the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Rules made thereunder.
- 18.** The Bidder(s), in order to protect his/their individual interests is/are advised to verify the Secured Asset, conduct due diligence at his/their own costs in respect of the same, as well as ascertain the known and unknown liabilities, encumbrances and any other dues from the concerned authorities or stakeholders/claimants to their satisfaction before submitting the Offers. Any Offer made shall be deemed to have been submitted after complete satisfaction of title (including mortgage / charge of the Bank) of the property / Secured Asset and / or all claims there against and after due & proper inspection of the Secured Asset and hence the Bidder(s) shall not be entitled to make any requisition or raise any query/objection vis-à-vis Authorised Officer/ Bank as to the title (including mortgage / charge of the Bank) or condition of the Secured Asset or any part thereof or any dues / taxes / levies irrespective as to whether disclosed or undisclosed.
- 19.** It is presumed and understood that by submitting the Bid, the Bidder has made his/their own independent assessment, due-diligence, legal and otherwise of the Secured Asset and their condition and has sought independent professional, financial and legal advice.
- 20.** Conditional Bid may be treated as invalid and contingent Bid shall be treated as invalid.
- 21.** The Successful Bidder shall be bound by the regulations of the local / any other authority, as applicable with regard to the use of the Secured Asset in question.
- 22.** The Bidder shall not be entitled to withdraw or cancel Bid once submitted.
- 23.** The Authorised Officer reserves its right to reject any or all Bid(s) if the same is not in accordance with the clause 12 of this Tender Document.
- 24.** In case, only single bid is submitted for abovementioned Secured Asset then Authorised Officer/ Axis Bank, at its sole discretion, may declare such bidder as Successful Bidder.
- 25.** All costs, expenses and liabilities incurred by each Bidder in connection with the transaction, including (without limitation) in connection with due diligence,

preparation and/or submission of the Bids, including fees and expenses of its own advisors, if any, shall be borne and paid by such Bidder, whether its Bid is accepted or rejected for any reason, and the Bank does not assume any liability whatsoever in this connection.

26. If the dues of the Axis Bank secured by the assets put up for sale together with all costs, charges and expenses incurred by the Bank are tendered to the satisfaction of these Banks by or on behalf of the Borrower at any time before the date fixed for e-auction/sale or transfer of the Secured Asset, the asset in question shall not be sold or transferred.
27. The information in respect of the Secured Asset has been stated to the best of the knowledge of the Authorised Officer, who, however, shall not be responsible for any error, misstatement or omission in the said particulars. The Bidders are, therefore, requested to verify the same, in their own individual interests before submitting their Bids.
28. The Bidder shall furnish to the satisfaction of the Bank, particulars for the purpose of KYC norms, information regarding the source of its funds and such other information as the Authorised Officer may require in the context of the Bid / sale. Any falsehood, inaccuracy or incompleteness in this regard in any respect by a Bidder, shall lead to disqualification of such Bidder.
29. Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transportation, demarcation in respect of any action related to Secured Asset and any other incidental expenses including insuring labourers for the same shall be borne by the Successful Bidder and the Bank shall not be liable for the same.
30. All payments to be made to the Bank with respect to the Bid/ proposed sale / sale shall be made in favour of "Axis Bank Ltd." by way of a pay order / demand draft drawn on a Scheduled Bank, or by electronic means like RTGS/SWIFT transfer.
31. Disputes, if any, shall be subject to jurisdiction of Mumbai/ Ahmedabad Courts/ Tribunals only.
32. Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.
33. The intending bidders may avail training for online bidding from Auction Tiger Support Desk Shri Hardik Gadge, Landline No. 07961200546/519/538/554/568/587/594/598, Email: Maharashtra@auctiontiger.net

Sd/-
Authorised Officer
Axis Bank Ltd.

I / We confirm and accept the terms and conditions of this Tender Document, including Annexures hereof

For OFFEROR/ BIDDER:

Authorised Signatory

Name :

Designation :

Contact Nos :

Fax No.:

Email ID :

ANNEXURE – I

BID / OFFER FORM

Date:

**AXIS BANK LTD.
Structured Assets Group,
7th Floor, Axis House, C-2,
Wadia International Centre,
P.B. Marg, Worli,
Mumbai-400025.**

Dear Sirs,

Re: Offer & Auction related documents for purchase of Secured Asset(s) situated at District Surendranagar/ Rajkot in the matter of Champion Agro Limited, pursuant to the Auction / Sale Notice published in Times of India (English) and Sandesh (Gujarati), circulation in Surendranagar/ Rajkot district dated 22nd November, 2019 and Tender Document issued by Axis Bank Ltd.

1.	Name of the Tenderer (In case of company/firm/ proprietary concern, please also give names of key Directors / Partners/ Proprietor)		
2.	Name of the Borrower account in which tender is invited	Champion Agro Ltd.	
3.	Details of Secured assets for which Bid(s) are Submitted (Please mention description of Property as per respective Lot No.)	Reserve Price (in INR)	Offer/ Bid Amount (in INR)
a	Plots of Non-Agriculture land for Industrial Purpose having Plot No. 20 admeasuring about 418.05 sq. ft. of Revenue Survey No 177 paiki of village Padavala, Kotda-Sangani Taluka of Rajkot District	25,00,000/-	2,50,000/-
b	Plots of Non-Agriculture land for Industrial Purpose having Plot Nos. 2,3,4,5 & 13 admeasuring about 2117.05 sq. ft. of Revenue Survey No 177 paiki of village Padavala, Kotda-Sangani Taluka of Rajkot District	1,27,00,000/-	12,70,000/-
c	Plots of Non-Agriculture land for Industrial Purpose having Plot Nos.8,10,11,12,14,15,16 & 17 admeasuring about 3577.00 sq. ft. of Revenue Survey No 177 paiki of village Padavala of Kotda-Sangani Taluka of Rajkot District	2,15,00,000/-	21,50,000/-
d	Residential Plot bearing Plot No.29 admeasuring 549-80 sq. Mtrs. of Survey No. 278/1 Paiki of Village Gundasara of Gondal Taluka of Rajkot District	27,00,000/-	2,70,000/-
e	Open land of Plot No. 1 to 12 admeasuring 5293-63 sq. mtrs. of Survey No. 64 Paiki of Chandali of Lodhika Taluka of Rajkot District	31,00,000/-	3,10,000/-

f	All that the pieces and parcels of land known as Plot No. 30 in the Kuvadva Industrial Estate consisting of Revenue Survey No. 557 Paiki within the village limits of Kuvadva, Taluka and District Rajkot, containing by admeasurement 1000 sq. mtr. or thereabout and bounded as follows: On or towards North by: Plot No. 31 On or towards South by: Plot No. 29 On or towards East by: Plot No. 33 On or towards West by: 14 mtr. wide road	77,00,000/-	7,70,000/-		
g	Non agriculture land of Plot Nos. 1, 4, 8, 14, 18, 22, 24, 25, 26, 27, 28 & 29 totally admeasuring 17685-63 sq mt of Survey no.5, 6 & 7 Paiki of village Navagam (Bamanbor) of Chotila Taluka of Surendranagar District	1,50,00,000/-	15,00,000/-		
h	Building on non-agriculture land admeasuring 10015-88 sq mt of Survey No. 51 Paiki of village Bamanbor of Chotila Taluka of Surendranagar District	1,50,00,000/-	15,00,000/-		
Please tick mark in the box above for Applicable Property					
	Earnest Money Deposit (EMD)	Drawn on (Bank Details)	D.D. /P.O. No.	Date	Amount (in INR)

I/We, the Bidder/ Offeror, confirm that:

- a. The sale of the Secured Assets by Axis Bank shall be under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with the Security Interest (Enforcement) Rules, 2002.
- b. The assets are being purchased by us on "As Is Where Is Basis", "As Is What Is Basis" "Whatever There Is Basis", "Without Resource Basis" and "No Recourse Basis".
- c. I / we have perused the relevant papers, documents etc. furnished by Axis Bank as more particularly described in **Annexure I-A** hereto.

OR

I / we have in my / our sole discretion decided not to peruse the relevant papers, documents etc. However, I undertake and confirm not to raise any claims, contentions etc. against Axis Bank / Authorised Officer in this regard and my / our Offer is not conditional and shall not be withdrawn for whatsoever reason and if the same is accepted by you shall be binding on me / us.
(to retain / delete, as applicable)

- d. I / We have done necessary legal, technical and financial due diligence with respect to the Secured Assets and the Offer is being submitted after due consideration of relevant facts and commercial aspects and not merely based on the information provided by or representations, if any, made by Axis Bank / Authorised Officer.
- e. I / We have satisfactorily inspected the Secured Assets.

- f. I am / We are legally eligible to enter into necessary agreement / contract.
- g. I/We have read the entire terms and conditions of the Tender Document and understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions. The purchase of the Secured Assets by me / us is on the terms and conditions of the Tender Document. Enclosed please find the Tender Document with all pages duly signed by me / us in token of acceptance of the terms and conditioned mentioned in the Tender Document.
- h. The information revealed by me/us in the Offer is true and correct. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be rejected. Axis Bank will be at liberty to annul the Offer / Acceptance at any point of time. I/We also agree that after my/our Offer for purchase of the Secured Assets is accepted by Axis Bank and I/we fail to accept or act upon the terms & conditions of the Offer or am /are not able to complete the transaction within the time limit specified in the Offer confirmation letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions, the Earnest Money Deposit and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited by Axis Bank and that Axis Bank has also a right to proceed against me/us for specific performance of the contract, if so desired by Axis Bank.

Self-attested copies of all my/ our relevant KYC documents (in line with Tender Document) are enclosed herewith.

Yours faithfully,

For _____
Signature of Offeror

Details of Bidder/ Offeror

Name of the Offeror :

Name and designation of authorized signatory:

Address of Registered Office :
.....
.....

Residence :
.....
.....

Mobile No. :

Tel.No. (Office) :

Tel.No. (Residence) :

E-mail address :

Fax No. :

Annexure I-A

LIST OF DOCUMENTS INSPECTED

Annexure – II

Draft SALE CERTIFICATE (Immovable)

Whereas

The undersigned being the Authorised Officer of Axis Bank Ltd. and having its Registered Office at Trishul, Opp. Samartheshwar Temple, Ellis Bridge, Ahmedabad and having its Corporate Office at "Axis House" C-2, Wadia International Centre, P. B. Marg, Worli, Mumbai 400 025 under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) and in exercise of the powers conferred under sub-section (12) of Section 13 of the SARFAESI Act read with rules 8 and 9 of the Security Interest (Enforcement) Rules, 2002 has in consideration of the payment of Rs.-----/- (Rupees -----only) sold on behalf of Axis Bank Ltd, IDBI Bank and Dhanlaxmi Bank (Secured Creditors) in favour of ----- (purchaser), the property described and shown in the Schedule I (**hereinafter referred to as "Schedule Property"**) hereto, secured in favour of Axis Bank Ltd, IDBI Bank and Dhanlaxmi Bank, the said creditors by Champion Agro Limited (name of the borrower) ("Borrower") towards the financial facilities (description) offered by Axis Bank Ltd, IDBI Bank and Dhanlaxmi Bank

The sale of the Schedule Property has been made with all encumbrances and liabilities, (known and unknown), except the said financial facilities of said Secured Creditors. The sale has been made subject to the terms and conditions mentioned in the **Schedule II** hereto. The Schedules are part and parcel of the Sale Certificate. The purchaser has signed this Sale Certificate in token of confirmation and acceptance of all the above. The undersigned acknowledges the receipt of the sale price in full as under:

Sr. No.	Demand Draft No/ Pay Order No	Date	Amount (in Rs.)	Drawn on Bank (Branch)
1				
2				
3				
TOTAL				

The undersigned has handed over the delivery and possession of the property, as mentioned in **Schedule I**, to _____ (purchaser).

List of encumbrances:

The Secured Asset are sold strictly on "**As Is Where Is Basis**", "**As Is What Is Basis**", "**Whatever There Is Basis**" and "**No Recourse Basis**" with all known and unknown encumbrances (except the encumbrances and liabilities to the Secured Creditor in respect of the financial facilities including interest thereon as against the Schedule Property).

SCHEDULE I (Forming part of Sale Certificate)

DESCRIPTION OF THE SECURED ASSET CONSTITUTING SCHEDULE PROPERTY

Sd/-
For and on Behalf of (Purchaser)

Sd/-
Authorised Officer
Axis Bank Ltd

Schedule II (Forming part of Sale Certificate)

TERMS AND CONDITIONS

- 1) The Schedule Property is sold strictly on **“As Is Where Is Basis”, “As Is What Is Basis”, “Whatever There Is Basis”**.

All liabilities, encumbrances, dues of authorities and departments, statutory or otherwise, Society dues and any other dues (by whatever name called in whichever form, mode, manner), if any, in respect of the Schedule Property and if payable in law and/or attachable to the Schedule Property /sale proceeds, shall be the sole responsibility and to the account of the Purchaser. Accordingly, the sale proceeds arising out of the sale hereunder shall not be available for payment of any such aforesaid liabilities, encumbrances, dues etc. and the sale proceeds shall be exclusive of all such liabilities, encumbrances, dues, (by whatever name called) whether known or unknown. The Schedule Property is sold with all known and unknown encumbrances, if any, except the encumbrance by way of mortgage / charge and liabilities to the Bank in respect of the Financial Facilities as against the Schedule Property.
- 2) All costs, expenses, taxes relating to or incidental to the sale and / or transfer of the Schedule Property including but not limited to charges with respect to adjudication of stamp duty, payment of stamp duty, registration charges, cess, sales tax and excise / VAT / GST (as applicable), transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Schedule Property and further documentation charges including but not limited to conveyance, stamp duty, fees/charges/premium payable to Housing Society etc. shall be borne by the Purchaser.
- 3) The Purchaser hereby gives an indemnity and accordingly shall 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 may suffer as a result of any failure on the part of the Purchaser to meet and clear any liabilities, encumbrances and dues or any claim made by any person in respect of such liabilities, encumbrances and dues pertaining to the Schedule Property as also on account of any deficiency in respect of stamp duty payable on the Sale Deed/Certificate which has been executed in favour of the Purchaser by the Bank for sale of the Schedule Property under provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Rules made thereunder.
- 4) The Purchaser shall be bound by the regulations of the local / any other authority, as applicable in regard to the use of the Schedule Property. Procurement of any permission/license/approvals etc. from any person / department / authority / Government etc. in respect of the Schedule Property shall be the responsibility of the Purchaser.
- 5) Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transporting demarcation, in respect of any action related to Schedule Property and any other incidental expenses including insuring labourers for the same shall be borne by the Purchaser and the Bank shall not be liable for the same.
- 6) The entire responsibility for completion of all procedures, formalities, compliances, approvals etc. required for completion of the sale including mutations etc. shall be that of the Purchaser.

- 7) The Purchaser shall not have any Claim whatsoever against the Bank with respect to the purchase of the Schedule Property or any matter incidental thereto including liabilities, encumbrances, dues, claims, taxes etc. which may exist or arise with respect to the purchase transaction / Schedule property.
- 8) All other terms and conditions mentioned in Bank's Tender Document dated 11th July 2019 shall form integral part of this Sale Certificate.
- 9) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.

Sd/-
For and on Behalf of (Purchaser)

Sd/-
Authorised Officer
Axis Bank Ltd