

# INDIAN OVERSEAS BANK

DLF Qutab Enclave, Phase-II, D-15 Dakshin Marg, Gurgaon, Haryana-122002. Ph: 0124-4053710, 2355228

## E – AUCTION CUM SALE NOTICE UNDER SARFAESI ACT, 2002

**SALE OF IMMOVABLE PROPERTY MORTGAGED TO THE BANK UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002**

Whereas M/s Atlas Laboratories & Pharmaceuticals Ltd. has borrowed monies from Indian Overseas bank against the mortgage of the immovable property more fully described in the schedule hereunder and the Bank has issued a demand notice under Section 13(2) of the SARFAESI Act, 2002 (Act) on 05.04.2010 calling upon the borrower M/s. Atlas Laboratories & Pharmaceuticals Ltd to pay the amount due to the Bank, being Rs. 26, 51, 82,864/- as on 31.03.2010 together with further interest, costs and expenses within 60 days from the date of the said notice.

Whereas the borrowers having failed to pay the amount due to the Bank as called for in the said demand notice, the Bank has taken possession of the secured asset more fully described in the schedule hereunder on 22.07.2010 and 23.11.2011 under Section 13 (4) of the Act.

Whereas the borrower having failed to pay the dues in full, the secured creditor, Indian Overseas Bank has decided to sell the under mentioned secured asset in "As is where is" and "As is what is" condition under Section 13(4) of the Act read with Rules 8 & 9 of the Security interest (Enforcement) Rules. 2002. The dues of the borrower as on 25.02.2013 works out to Rs. 35, 48, 26,972.00 along with future interest/charges incurred by the bank thereon till final payment.

### SCHEDULE OF SECURITIES

- Land & Building:** All that part and parcel of the property consisting of land measuring 38896 sq. mtr. in Survey Plot No. 4.5, 6 situated at Sector 8A, BHEL, Industrial Area, Ranipur, District. Harwar in Uttarakhand (erstwhile Uttaranchal) State, together with constructions there on.
- Plant and machinery:** installed at the factory in the name of M/s. Atlas Laboratories & Pharmaceuticals Ltd (for details contact branch).

Date and Time of E-auction	29.03.2013 between 10.30A.M to 1.00 P.M with auto extension of 3 minutes duration each
Reserve Price for both Land & Building /Plant & Machinery	Rs. 21, 15, 50,000/- (Rupees twenty one Crores fifteen Lacs and fifty thousand only)
Earnest Money Deposit	Rs. 2, 11, 55,000/- (Rupees two Crores eleven Lacs and fifty five thousand only)
EMD Remittance	Deposit through EFT/NEFT/RTGS transfer in favour of "Authorised Officer, DLF Qutab Enclave Phase II Branch" to the credit of A/c. No.143602000099999 Indian Overseas Bank, DLF Qutab Enclave Phase II Branch Code 1436, IFSC Code No. IOBA0001436
BID Multiplier	Rs.1, 00,000.00 (The amount in multiples of which the BID is to be increased).
Inspection of the Property	On 21.03.2013 from 11.00A.M to 4.30 P.M.
Submission of Online Application for BID with EMD	27.02.2013 onwards
Last date for submission of online application for BID with EMD	25.03.2013 Till 5 P.M.

### Terms and Conditions :

- The property will be sold by e-auction through the Bank's approved service provider M/s Matex Net P Ltd, under the supervision of the Authorized officer of the Bank.
- E-auction tender document containing online e-auction bid form, declaration, general terms and conditions of online auction sale are available in website <http://www.matexauctions.com>.
- Intending bidders shall hold a valid digital signature certificate and e-mail address. For details with regard to digital signature, please contact M/s Matex Net P Ltd, Mr. Ajai Saxena, Senior Manager, 611, 6th Floor, Padma Tower-I, Rajendra Place, New Delhi-24, Mobile No.9971617408 e-mail [ajay@matexnet.com](mailto:ajay@matexnet.com).
- Bids in the prescribed formats given in the Tender Document shall be submitted "online" through the portal <http://www.matexauctions.com>. Bids submitted otherwise shall not be eligible for consideration.
- The EMD and other deposits shall be remitted through EFT / NEFT / RTGS to the Bank account as specified above.
- Bid form without EMD shall be rejected summarily.
- Online auction sale will start automatically on and at the time as mentioned above.
- Auction / bidding will be only online bidding through the portal provided by M/s Matex Net P Ltd.
- Demo e-auction process will be conducted by M/s Matex Net P Ltd for familiarization and allocation of user name / password to eligible prospective bidders for access to the e-auction at the specified date and time.
- The property shall be sold to the highest bidder. The purchaser shall deposit 25% of the sale price (less the EMD) immediately on the sale being confirmed in his / her favour and the balance amount of sale price within 15 days from the date of auction sale.
- The sale certificate will be issued in the name of the purchaser only, after payment of the entire sale price amount and other charges if any.
- The purchaser shall bear the charges / fee payable to conveyance such as registration fee, stamp duty, etc., as applicable as per law.
- The Authorized Officer has the absolute right to accept or reject the bid or postpone or cancel the sale, as the case may be.
- The property is being sold on "as is where is basis" condition. The purchaser should make their own enquiries regarding any statutory liabilities, arrears of property tax, electricity dues, etc., the company by themselves before participating the auction.
- EMD of unsuccessful bidders will be returned through EFT / NEFT / RTGS to the bank account details provided by them in the bid form and intimated via their e mail id.
- For further details regarding inspection of property / e-auction, the intending bidders may contact the Asst. General Manager, Indian Overseas Bank, DLF Qutab Enclave Branch, DM 15, Qutab Enclave, DLF Phase II, Gurgaon, Haryana - 122 002 during office hours, Phone no: 0124-2355228/4053 709/710 or the Bank's approved service provider M/s Matex Net Pvt. Ltd. Mr. Ajai Saxena, Senior Manager, 611, 6th Floor, Padma Tower-I, Rajendra Place, New Delhi-24, Mobile No.9971617408 e-mail [ajay@matexnet.com](mailto:ajay@matexnet.com).

Place: Gurgaon  
Date: 25.02.2013

Authorised Officer  
Indian Overseas Bank

# TENDER DOCUMENTS FORMAT



**A/C M/S. Atlas Laboratories & Pharmaceuticals L td**

**With**

**Indian Overseas Bank  
DLF Qutub Enclave, Phase II,  
D 15 Dakshin Marg,  
Gurgaon, Haryana 122002**

**TENDER/BID DOCUMENT FOR SALE  
(Including E Auction)**

**(All Clauses applicable to E-auction only to be read wherever noted)**

**Last date and time for Submission of Tender online-25.03.2013 till 5.00 pm**

**Last Date and time for submission proof with Tender documents to Authorised  
Officer-28.03.2013 till 5.00 pm**

**Date and time of auction: 29.03.2013 [10.30 am to 1.00 pm]**

**Authorised Officer  
Indian Overseas Bank  
DLF Qutab Enclave, Phase II branch  
D 15, DAKSHIN MARG,  
Gurgaon-122022  
Ph: 0124-2355228, 4053709/4053710**

**(All clauses applicable to E-auction only to be read wherever noted)**

In exercise of powers conferred under Section 13 of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (In short 'SARFAESI Act '), the Authorised Officer for the A/c **M/s ATLAS LABORATORIES & PHARMACEUTICALS LTD of DLF Qutab Enclave, Phase II Branch of Indian Overseas Bank** issued a Demand Notice dated 05.04.2010 under sec 13(2) of the SARFAESI Act calling upon the borrower/guarantor/mortgagor to pay the amount due to the Bank to the tune of **Rs.26, 51, 82,864/- (Rupees twenty six Crores fifty one Lacs eighty two thousand eight hundred and sixty four only)** as on 31.03.2010 with further interest and other charges thereon.

As **M/s. ATLAS LABORATORIES & PHARMACEUTICALS LTD as well as his legal heirs** failed to make full payment despite the Demand Notice, the Authorised Officer took possession of the property under SARFAESI Act on 22.07.2010 after complying with all legal formalities. The Authorised Officer is entitled to sell the properties by virtue of powers conferred on him under sec 13(4) of SARFAESI Act read with Rule 9 framed under the said Act. Sale is intended to be carried out by inviting tenders/bids from public through E-Auction. The necessary Notice of Intended Sale was published in Hindustan Times (**English edition**) & **Amar Ujala (Hindi edition)** Newspapers on **27.02.2013**.

Accordingly, tenders/bids are called from intending purchasers. The details are furnished below:

**Definitions:**

01. 'Property' is the mortgaged and hypothecated items offered for sale more fully described in Paper publication.
02. 'Seller' of the property is Authorised Officer, Indian Overseas Bank, DLF Qutab Enclave, Phase II Branch
03. The term 'tender' wherever used shall also mean and include 'bid', 'offer' or similar terms which convey the same meaning.
04. 'Tender document' comprises the terms and conditions of the tender, the Tender form, the Schedule of the property, Model letters if any to be submitted and other terms and conditions etc., including the terms and conditions for e-auction enclosed along with the bid / tender form wherever applicable.
05. 'Designated place' is the place at which the tender documents can be had, the completed tenders will be received and the received tenders will be opened by the Seller, in any mode including **e-auction viz. through the website [www.matexauctions.com](http://www.matexauctions.com)**.
06. 'Tenderer' is the person who submits his tender for purchase of the property by quoting the price offered by him and therefore participants in the tender cum auction mode. This may be an individual, HUF, Partnership firm, Private or Public Limited company or a statutory corporation. 'Tenderer' shall also mean and include 'Offerer', 'Bidder' or similar terms which convey the same meaning.

07. 'Representative' is the person authorised by the Tenderer to submit the tender document on his behalf. Such Representative may either hold a Power of Attorney issued in his name by the tenderer or authorised by the tenderer through a specific letter, attesting the signature of the Representative.
08. Tender opening date and time' shall mean the date on which and the time at which the various tenders received shall be opened by the Seller at the 'designated place' viz. **Through the website [www.matexauctions.com](http://www.matexauctions.com)**
09. 'Tender Amount' is the amount mentioned in the Tender form submitted by the Tenderer and later on increased in the tender cum auction mode amongst the eligible tenderers. The eligible tenderers are those who have quoted their bid / tender / offer amount ABOVE Reserve Price.
10. 'Price' is the amount at which the Seller accepts to sell the property after opening all the tenders and verifying other documents and adopting the tender cum auction process in the discretion of Authorised Officer.
11. 'Successful Tenderer' is the Tenderer who has submitted the highest bid amount and /or who has quoted the highest bid amount in the tender cum auction mode.
12. 'Acceptance date' is the date of letter communicating acceptance of the Tender by the seller to the successful Tenderer.
13. 'Purchaser' is the 'Tenderer' whose bid / offer amount has been accepted by the Seller and who has not rescinded performance within the time limit allowed in the acceptance letter.
14. Wherever the pronoun 'he' and its related verbs are used, it also implies and includes 'she' as well as the plural form.

#### **Property**

1. It consists of the mortgaged and hypothecated properties more fully described in Paper publication.

#### **Inspection:**

2. The property can be inspected by the intending Tenderer at his expense at the address mentioned in Paper publication on all days with prior appointment with the Branch Manager, Indian Overseas Bank, **DLF Qutab Enclave, Phase II Branch. Ph: 0124-2355228/4053709/4053710** Inspection of documents /EC etc can be also done by intending tenders with prior appointment with the Branch Manager, between 11.00 AM and 5.00 P M at Indian overseas Bank, **DLF Qutab Enclave, Phase II Branch**

### **Terms of Warranty:**

3. 'THE TENDERER SHALL HAVE TO VERIFY THE POSITION REGARDING THE TAX AND OTHER CHARGES PAID/PAYABLE, INSURANCE, ETC. from the documents available at the designated place before submitting the Tender. No claims shall be entertained in this regard after the Tenders are opened.
4. The Seller does not give any warranty as to the description, condition or accuracy of details regarding the property given in the schedule. The Tenderer is to satisfy himself as to the title of the property as well as the identity and correctness of the description of the property and the measurements and boundaries of the same and subsisting encumbrances / statutory liabilities etc. before submitting the tender.
5. Once he submits his tender, he will be deemed to have waived all objections to the title, extent or any other aspect, if any afterwards. **THE SUCCESSFUL TENDERER SHALL NOT BE PERMITTED TO REFRAIN FROM PERFORMING HIS OBLIGATION BY REASONS OF ANY ERROR OR DEFAULT IN DESCRIPTION THEREOF IN THE SCHEDULE HERETO OR REGARDING THE TITLE THERETO AND/OR FOR ANY OTHER REASON. THE SALE SHALL NOT BE INVALIDATED BY SUCH REASONS AND NO COMPENSATION SHALL BE PAYABLE IN RESPECT OF ANY SUCH DEFAULT OR ERROR OR MISDESCRIPTION.**
6. The sale is on 'as is where is and as is what is' basis and without any representations and warranties on the part of the Secured Creditor relating to encumbrances/ statutory liabilities etc.

### **Submission of Tender:**

7. **Since e-auction mode is adopted**, the Tender/bid Form with the terms and conditions can be had on-line from the website [www.matexauctions.com](http://www.matexauctions.com) and using the provision in the system / software. The tender form and the terms and conditions would be available in the website **up to 5.00 P.M. on 28.03.2013.**
8. Separate tender document is to be used for the property for each property / item / lot described in the sale notice.
9. The tenderer shall be legally eligible to buy a property in the Union of India.
10. If the tender is submitted by a person who is not an individual, the details relating to constitution must be specified.
11. When the tenderer is other than an individual, the capacity of the signatory shall be indicated along with rubber stamp of the organisation, on whose behalf the tender is submitted.
12. If the tender is submitted through a Power of Attorney holder (POA holder) or an authorised representative, proof of such authorisation should be enclosed. However, in case of successful tenderer, the property would be transferred in the name of the tenderer only and not in the name of such POA holder or authorised representative.

13. The tender amount must be filled in both words and in figures in the TENDER form, failing which the tender can be rejected. When there is a difference in the amount stated in figures and in words, the amount stated in words shall prevail.
14. All corrections must be attested under the full signature of the tenderer with date of such corrections.
15. Complete address of the tenderer must be given in block letters. Telephone numbers, telegraphic address. e-mail address. etc., may also be furnished.
16. If the tender is submitted on behalf of an organisation, the name, designation and telephone numbers of the contact person, if any, shall also be given.
17. The Reserve Price for each of the property/item and the respective Earnest Money Deposit for each of the property/item is enumerated in Annexure A / Paper publication.
18. Proof of remittance of Earnest Money Deposit (EMD) as specified for each item in the Annexure A by NEFT / RTGS shall be submitted along with the tender document, PAN Card copy, Address proof of the tenderer to **The Authorised Officer, Indian Overseas Bank, DLF Qutab Enclave, Phase II Branch, D 15, Dakshin Marg, Gurgaon, Haryana - 122022. Before 3 P M on 28.03.2013.**

The Nodal bank account no. / IFSC code etc. For online money transfer is as under.

SL No.	Nodal Bank Account No.	IFSC Code	Account Title
1	143602000099999	IOBA0001436	Authorised Officer, DLF Qutab Enclave Phase II Branch

19. The Tender Price shall be quoted in absolute terms and shall not be linked to any other reference. The tender must be unconditional.
20. Correct and complete information is to be furnished while submitting the tender. Furnishing incorrect / false information relating to any material fact and / or failure to enclose any required document may cause the tender to be rejected at the discretion of the Seller.

**Withdrawal of tenders:**

21. A tenderer may be permitted to withdraw the tender submitted by him at any time before the final time fixed for submission of the tenders..However request for withdrawal of the tender shall be made in writing by the tenderer himself and should be submitted at the designated place before the time fixed. The same applies to the representative also.

**E auction:**

22. Digital Certificate is required to participate in the auction to be conducted in the website [www.matexauctions.com](http://www.matexauctions.com). For those who are not having Digital certificate link is provided in the website [www.matexauctions.com](http://www.matexauctions.com). For purchase of the same or alternately may make their own arrangements for purchase of the same from other vendors. Normally Digital certificates are issued valid for a period of one year.

23. Eligible bidders will be provided with user-id / password by the facilitator after closure date and time of tender submission and receipt of eligible bidders list from the Authorised officer / Bank who had complied with the Terms and conditions of remitting EMD and submission of proof for KYC compliance including PAN details. Training in e-auction also will be provided to the eligible bidders by the facilitator.

The eligible bidders are required to participate in the e-auction at the designated place website [www.matexauctions.com](http://www.matexauctions.com) using the user-id and password provided to them from the start time at the sole discretion of the Authorized Officer. At that juncture, the floor price for inter-se bidding would be the highest bid received through tenders / bid.

24. The sale shall be conferred on the person making highest offer / tender / bid subject to confirmation by Secured Creditor. The Authorised Officer reserves right to accept or reject the bid / tender without assigning any reason. The tenders would be processed immediately at the office of the Seller and the successful bidder will be finalized. It shall be subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of 25 % of sale price is paid/deposited immediately by way of RTGS / NEFT, failing which the EMD amount remitted will stand to be forfeited.

#### **Acceptance of Tender:**

25. The Seller is not bound to accept the highest bidder automatically; The Seller reserves the right to reject any or all the tenders without assigning any reasons there for. The Seller reserves the right at his discretion to defer/cancel the tender process at any time or to call for fresh set of tenders or to withdraw, any or all the items listed in the schedule of property from sale.

26. Once the e-auction is completed and sale is conferred on the person making the highest offer / tender / bid, the successful bidder will be intimated by email, who has to remit 25% of the bid amount (less the EMD) **immediately** by RTGS / NEFT, failing which the EMD amount remitted will stand to be forfeited.

27. Sale is subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of 25 % of sale price is paid/deposited immediately as stated *supra*.

28. The EMD deposited by the successful tenderer / bidder shall be held as Security Deposit for due performance of the contract. Successful tenderer shall deposit the balance amount within 15 days of confirmation of the sale by the Secured Creditor or within the extended period as agreed between the parties in writing. Payment of balance amount of 75% will also have to be made in the form indicated above in clause No.18. If the balance amount is not remitted within stipulated /agreed time, the amount of 25% remitted will also stand to be forfeited.

29. No time extension for making the payment after the stipulated period will be granted nor shall the successful tenderer / bidder be allowed to make part payments. However the Seller may, in his discretion, entertain and consider request for extension of time for making payment provided the request has been

made in writing and duly signed by the successful Tenderer / bidder representative himself.

30. Failure to deposit the balance amount within such stipulated time or within such extended time shall be construed as breach and the EMD and initial deposit paid by the successful tenderer / bidder shall be forfeited.
31. If the successful tenderer do not deposit 25% of the purchase price immediately on conveyance of acceptance letter, it is open to the Seller to confer the sale on the second successful tenderer / bidder.
32. Upon breach by the successful tenderer / bidder or, in case of acceptance of tender / bid of the second successful tenderer / bidder, upon his breach, the Seller may decide to sell the property by calling for fresh tenders or through private sale or otherwise.
33. If the e-auction fails owing to any technical snag etc., the same may be rescheduled by issuing 7 days prior notice.
34. The EMD given by the tenderers other than the Successful Tenderer / bidder shall be returned to them within a reasonable time.

**Transfer of property:**

35. On confirmation of sale by the Secured Creditor and upon payment of the full amount of Purchase Price, the Authorised Officer will execute the Sale Certificate in favour of the Purchaser. The registration charges, payment of stamp duty etc shall be borne by the purchaser.
36. It will be the responsibility of the Purchaser to take all steps necessary for registration of the sale certificate.
37. The cost towards registration fee, expenses incurred towards stamp duty etc and any other expenses will be borne by the Purchaser. The Seller will not bear any expenses whatsoever.
38. It will be the responsibility of the Purchaser to pay all taxes / electricity / water/ sewerage charges or any other charges demanded by any authority after the acceptance of the tender, even if it pertains to previous periods.
39. The Purchaser shall, at his cost, get the Electricity /Water /Sewerage connections etc. and any other common services, transferred in his name.
40. It will be responsibility of the Purchaser to deal with claims /disputes or litigation if any relating to the property, its use or otherwise after acceptance of the tender and shall meet such claims for charges, penalty, damages etc. at his own cost. The Seller will not accept any claim or responsibility on this account and shall not be held accountable for this and shall not be asked to pay /reimburse any amount in this regard.



41. In token of having read, understood and accepted the terms and conditions, the tenderer, or his representative, as the case may be, shall affix his full signature at the end of each page of the tender document. Wherever applicable, the office stamp shall also be affixed along with the signature.

The proof, tender documents and all the supporting documents shall be uploaded in the website and hard copies of the same shall be sent to the DLF Qutub Enclave, Phase II, D15 Dakshin Marg, Gurgaon, Haryana 122022[refer paper publication]

STATION: Gurgaon

DATE: 26.02.2013

## TENDER FORM

To  
 Authorised Officer  
 Indian Overseas Bank  
 DLF Qutub Enclave, Phase II  
 D 15, Dakshin Marg  
 Gurgaon 122022

Sir,

**Sub: A/c– Submission of Tender for purchase of property**

**A/c M/s. Atlas Laboratories & Pharmaceuticals Ltd**

Ref: Your advertisement dated 27.02.2013 in “Times of India”[English] and “Amar Ujala”[Hindi]

I/We submit my / our tender for purchase of Property / offered by you on outright sale basis, which is on 'As is where is and As is what is' basis .I/we furnish the necessary details as below:

1.	Name of Tenderer	
2.	Constitution*	
3.	Address  email-id and Telephone number for communication,	
4.	Name  Address and  Telephone number of contact Person, if any. For communication	
5.	Description of the Property for which tender is submitted	
6.	Tender amount in figures and words in rupees	Rs.....  (Rupees.....  .....)  .....)

7.	EMD	Rs.....(figures) Rupees ..... ..... .....(in words)
8.	Details of EMD payment by transfer from IOB account / NEFT / RTGS	Account Details: Name of Bank : Branch : IFSC Code: Type of account : 15 Digit Account number: Account title: UTR No:

# Mention Individual /HUF/Proprietary Concern /Partnership firm /Private Ltd Company / Public Ltd Company

I/We have read and understood the terms and conditions of sale and verified the other particulars regarding the property being offered for sale through this tender.I/We have further understood that the sale is being made on 'As is where is and As is what is' basis and also without any representations and warranties from the Bank on encumbrances, statutory liabilities etc.

I/We have signed the tender document as required therein. I/We agree to abide by the terms and conditions for sale. I/We have enclosed all documents as required to seller shall have the sole right either to accept or reject the tender without assigning any reason.

Yours faithfully,

Signature of the Tenderer

Note: Please read the terms and conditions for sale of the property as mentioned in tender document before filling up and submitting the tender. Furnish correct and complete information. Furnishing incorrect false information relating to any fact and or failure to enclose any required document, which may materially affect the selection of the tender, may cause the tender to be rejected. Whether any such fact/ information is material or not, is subject to the facts and circumstances of the case and shall be decided by the Seller at his sole discretion which shall be final and binding.

## **Other Terms and Conditions of e-auction**

1. The sale will be made on line by e auction through website <http://www.matexauctions.com>
2. Intending bidders must hold a valid digital certificate.
3. Bidders are advised to visit the website for auction bid form and detailed terms and conditions.
4. The prospective bidders can inspect the property on prior appointment with the Bank or its consultants.
5. The properties are generally sold on 'as is where is basis" condition. The purchasers should make their own enquiries regarding any statutory liabilities, arrears of property tax, electricity dues, etc., of the company by themselves before participating in the auction.
6. The eligible bidders will be allocated user name and password by the Bank's consultants and a Demo e - Auction will be conducted.
7. Demo e-auction process will be conducted by the Bank's authorized consultants for familiarization and allocation of user name / password to eligible prospective bidders for access to the e-Auction at the specified date and time.
8. The authorised Officer has the absolute right to accept or reject the bid or postpone or cancel the sale, as the case may be.
9. The EMD shall be refunded, without interest, if the bid is not successful.
10. EMD shall be forfeited in case of non-participation.
11. In the event of successful bidder withdrawing from the transaction, the EMD along with money paid till date shall be forfeited.
12. The sale certificate will be issued in the name of the successful bidder(s)/ Applicant(s) only, after payment of the entire bid amount and other charges, if any.
13. The successful bidder should bear the charges / fee payable for conveyance such as registration fee, stamp duty etc., as applicable as per law.