Auction Details				
Auction No	MSTC/WRO/HOCL Ltd/8/18-19/33299[204105]Type:			
Opening Date & Time[View Date]	08-03-2019::12:00:00			
Closing Date & Time	Scheduled Time 24-04-2019::16:00:00	Closed At <u>24-04-2019::16:00:00</u>		
Inspection From Date	08-03-2019			
Inspection Closing Date	24-04-2019			
RCM	NO			
EMD Type	Auction Wise EMD			
EMD Amount	10000000.00			

Seller Details		
Seller /Company Name	Hindustan Organic Chemicals Ltd	
Location	V Times Square, 4th Floor Office No. 401-403 Plot No. 3 Sector-15	
Street	CBD Belapur	
City	Belapur 400 614	
Country	INDIA	
Telephone	022 27575268	
Fax		
Email	suryavanshi.mm@hoclindia.com	
Contact Person	Mr. M.M.Suryavanshi	

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	GST	LOCATION
LO1 NO. 11	Property Type Land near Panvel Goa Highway &Panvel Poona Express Way	1 0 LOT	As	As per description
I AT Name a land	Property Address- HOCL, Old colony, Thane Naka, Panvel, Distt. Raigad, Maharashtra		Applicable	State :Maharashtra

City/Town/Village- Thane		
Naka, Panvel Landmark		
Behind Garden Hotel.		
District - Raigad		
Maharashtra		
Area of Property- 8.08 Acre		
of land "AS IS WHERE IS		
BASIS"		
Present Use - Residential		
Title of Property - Freehold		
Pre- bid for the auction is to		
be paid via Pay Pre-bid EMD		
link		

Total No of Lots = 1

SPECIAL TERMS & CONDITION

Complete terms and condition

SPECIAL TERMS & CONDITION

The interested parties may inspect the assets at their own cost between 1100 Hrs to 1600Hrs. on the assigned date i.e.08-03-2019 to 23-04-2019 (except Saturdays, Sundays & Public Holidays) in the presence of representative of the HOCL, Mr. Rajesh Kumar DGM (P&A) Mob. No.7021786597 & Mr. M.M.Suryavanshi GM (P&A) Mob. No. 9370411651 will be available at the site to facilitate the inspection.

- 1) For participation in this e-auction, interested Bidders will have to submit Pre-bid EMD of Rs.1,00,00,000/- (RupeesOne crores) with MSTC Through RTGS at Mumbai latest by 23/04/2019 till 1700 hrs and the same should reflect in MSTC Book of accounts by 23/04/2019. ONLY THOSE PARTIES WHO HAVE DEPOSITED PRE-BID EMD SHALL BE ALLOWED TO PARTICIPATE IN THIS E-AUCTION. This Pre-Bid EMD of Rs.1, 00, 00,000/- (Rupees One crores only) of successful bidder will be retained by MSTC as non-interest bearing and shall be adjusted at the time of full and final payment.
- a) The pre-bid EMD of non H-1 bidder will be returned after the closure of the e-auction without any interest.
- b) Security Deposit: The successful H-1 bidder has to deposit 10% of the bid value as a

security deposit within 7 days from the date of auction. In the event of failure to deposit SD the pre-bid EMD will be forfeited.

- c) For balance 90% payment, there will be a STA clause and H-1 bidder has to deposit money within 30 days from STA clearance.
- d) In the event of delay in depositing 90% payment within stipulated period the bidder has to pay 1% delayed payment charges per week.
- e) As per MSTC terms and conditions maximum grant of delay period will be three weeks, thereafter the bid will be treated as cancelled and pre-bid EMD and 10% of SD will be forfeited.

ANY OTHER STATUTORY CHARGES WILL HAVE TO BE PAID EXTRA BY THE BUYER ON AND ABOVE THE BID AMOUNT.

NOTE: DDs/PO will not be accepted and will be returned without any action being taken on them.

- 2) Before commencement of this e-auction, bidders may go through the GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND THE SPECIAL TERMS & CONDITIONS (STC). In case bidders submit the bid in live e-auction, it is presumed that the bidders have accepted all the terms and conditions governing the e-auction for sale of the Property. (AS SOON AS A BIDDER SUBMITS PRE-BID FOR THIS E-AUCTION, IT WILL BE PRESUMED THAT THE BIDDER HAS ACCEPTED ALL THE TERMS AND CONDITIONS OF THIS E-AUCTION)
- 3) The bidder/buyer must clearly understand that MSTC/HOCL do not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The bidder/buyer must satisfy himself on all aspects pertaining to the property prior to bidding in e-auction and he will not have any recourse after the submission of the bid on HOCL/MSTC for any deficiency in the documents or title of the property. No complaint, whatsoever, in this regard would be entertained after the submission. The interested bidders may carry out their own due diligence in respect of the Property. The Bidder who submits the bid shall be deemed to have full knowledge of the condition of the Property the bidder is interested in, relevant documents, information, etc. whether he actually inspects or visits the property and verifies regarding it or not. Bidders shall be deemed to have inspected and verified the Property to their entire satisfaction and for the purpose, bidders may, in their own interest and at their own cost, verify the area of the Property and any other relevant information before submitting the Bids. It shall be presumed that the Bidder has satisfied himself/herself about the title documents pertaining to the Property, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abuttal's of the Property and that the Bidders concurs or otherwise admits the identity of the Property to be purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the Property and their condition.
- 4) ELIGIBILITY FOR REGISTRATION WITH MSTC AND PARTICIPATION The Buyers/ Bidders who are interested to purchase the land through e-auction should get themselves register with MSTC as buyer for e-auction before commencement of e-auction. To register, a buyer needs to fill an online with MSTC & for details contact MSTC.
- i.Only Individual/ Institutions / Societies / Companies / Govt. Companies / PSU/Ministries /

Embassies who are legally competent to enter into contract /Agreement are eligible.

- ii. In the category of Institution / Society / Company, documentary proof including latest Annual Report / Memorandum and Articles of Association shall accompany during the registration.
- 5) Payments of Sale Consideration are to be made through RTGS/NEFT as per instructions issued by MSTC Ltd. In any case, cheques from any bank and cheques and Bank Drafts issued by Cooperative Banks will not be accepted by MSTC for any payment.
- 6) E-auction bids are invited for sale of immovable properties of HOCL on "As Is Where Is" and "No Complaint basis" only. It would be deemed that by submitting the Bid the bidder has made a complete and careful examination of the property and has satisfied himself/itself of all the relevant and material information in relation to the Property.
- 7) This E-Auction sale is governed by the GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND THE SPECIAL TERMS & CONDITIONS (STC). In case of any conflict or difference among any provisions of GTC, BSTC & STC, the provisions of STC will supersede GTC& BSTC provisions in the particular e-auction.
- 8) The Special Terms & Conditions appearing on the day of e-auction under VIEW LIVE E-AUCTION are final and binding and which may be downloaded.
- 9) **Minimum Incremental Amount:** The Bidders who are participating in the e-auction shall submit their bids with a minimum incremental of Rs.10, 00,000/- (Rupees Ten lakks only) over and above the Starting Price.
- 10) E-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only. The rates are to be quoted in Indian Rupees only.
- 11) The Bidders who are interested to purchase above property(ies) through e-auction should get themselves registered with MSTC as bidder for e-auctions and submit the required Pre-bid EMD and the same shall reflect in MSTC Account at least one day before the commencement of the e-auction.
- 12) The word MSTC wherever it appears shall mean MSTC LIMITED, SELLING AGENT OF HOCL.
- 13) The Word BIDDER wherever it appears shall mean Individuals/ Institutions /Societies / Companies which is interested in participating and purchasing the property put up for sale in this e-auction.
- 14) The Word successful bidder wherever it appears shall mean Individuals /Institutions / Societies / Companies / firms, whose rate has been H-1 (Highest) in this e-auction.
- 15) THE DETAILS OF PROPERTY AND STC DISPLAYED UNDER VIEW FORTHCOMING

AUCTIONS ON MSTC'S E- AUCTION WEBSITE ARE TENTATIVE AND SUBJECT TO CHANGE AT THE SOLE DISCRETION OF HOCL BEFORE THE START OF E-AUCTION. BIDDERS SHOULD, THEREFORE, DOWNLOAD THE DETAILS OF PROPERTY AND STC DISPLAYED ONLY UNDER "VIEW LIVE AUCTIONS" FOR THEIR RECORD PURPOSE, IF REQUIRED, AND BID ACCORDINGLY.

- 16)HOCL /MSTC shall have the right to issue addendum to the GTC or BSTC or STC prior to commencement of e-auction to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.
- 17) INSPECTION OF PROPERTY/ E-AUCTION DATE: The property may be inspected from 1100Hrs to 1600Hrson 08/03/2019 to 23/04/2019 (except Saturdays, Sundays & Public Holidays) in the presence of HOCL Officials. For inspection of property, the name of contact official with their contact details is as mentioned above. The e-auction commencement date/ closing date are also as mentioned above. The bidder has to satisfy himself about property in every aspect. The Principle of ~CAVEAT EMPTOR~ (LET THE BUYER BE AWARE) will apply. For inspection, the registered Parties (or their Authorized Representative) should produce their e-Auction Photo ID Card to the Seller
- 18) E-AUCTION RESULT/STATUS: It must be personally seen by the Bidders online through the link Auction Status immediately after closing of e-Auction which will be displayed up to 7 (Seven) calendar days from the date of Closing of e-Auction (excluding the date of closing of e-Auction).
- 19) IMPORTANT NOTE FOR E-PAYMENT OF PRE-BID EMD:

For submission of Pre-bid bidders have to follow the below mentioned steps, account number cannot be shared as MSTC uses dynamic account number due to security concern.

Pre-Bid EMD amount for lot as indicated in the auction catalog is required to be submitted by the bidders through RTGS/NEFT into MSTC's Punjab National Bank (PNB) account on or before one day prior to start date of e-Auction. MSTC shall not be responsible for delayed credits/non-receipt of pre-bid EMD.

- * RTGS/NEFT payment only from bidder's account shall be considered. Payment received from any other account, will not be considered.
- * Date of credit of payment into a/c of MSTC, shall be the basis for accepting the payments.
- * Pre Bid EMD must be paid by the bidder (NEFT/RTGS) through link "Pay Pre Bid EMD" only. Payments without using link "Pay Pre Bid EMD" shall not be considered/ acted upon.
- * It shall be sole responsibility of the bidder to check his "EMD Ledger" available in his login to confirm the credit of pre-bid EMD.
- * For Pre-bid EMD links are available in bidders' login as under:
- 1. Pay Pre Bid EMD: For submission of pre-bid EMD.
- 2. EMD Refund Request: For online refund request.

- 3. EMD Ledger: For checking available pre-bid EMD against your registration.
- * Pre-bid EMD submitted by the bidder cannot be used/adjusted towards other payment.
- * Payment should be made within 3 days after generating the Challan for NEFT/RTGS otherwise Challan shall become invalid.
- * One NEFT/RTGS Challan will be valid for one transaction only, if multiple transactions are made, only first will be reconciled.
- *In case of refund, if any, the Bidder shall submit following documents to their concerned registration regional/branch office of MSTC:
- a) Original E-Payment mandate Form (duly endorsed by the bank). E-payment mandate form may be downloaded from login page of e-portal.
- b) Blank Cancelled Cheque and claim refund by clicking on the Pre-bid EMD refund request.
- c) The pre bid EMD of the successful bidder shall be forfeited in favor of HOCL.in the event of non-receipt of 10% of security deposit.
- d) In the event of forfeiture of Pre-bid EMD, login of the bidder shall remain deactivated for a minimum period of six (6) months.
- 20) The pre-bid EMD of the successful bidder will be retained by MSTC & adjusted at the time of full and final payment. No interest whatsoever will be paid on the same.
- 21) **NOC from Government of Maharashtra**:H-1 bidder has to take NOC from the Govt. of Maharashtra at their own cost. The Highest (H-1) bid received in the e-auction will be under subject to approval by HOCL & Govt. Of India &**NOC from Govt. Of Maharashtra** and it will not be binding on the HOCL to sell the Property to the H-1 bidder. The right of acceptance & rejection of the H-1 bid lie entirely with the HOCL, and only after approval of H-1 bid by HOCL, communication of which will be given by HOCL to MSTC, an Acceptance Letter will be issued to the successful bidder by MSTC.
- 22) If the sale price of the property/ies is Rs.50,00,000/- (Rupees Fifty Lakhs only) and above, the successful purchaser has to deduct 1% of the sale price as TDS in the name of the owner of the property/ies and remit to Income Tax Department as per section 194 IA of Income Tax Act and only 99% of the sale price has to be remitted to the bank.

The successful purchaser, on payment of entire sale price as above and on completion of sale formalities, the land shall be registered as per format prescribed under SARFAESI Act &Rules 2002 only on receipt of form no. 26QB and challan for having remitted the TDS. Certificate of TDS in form 16B to be submitted to the bank subsequently. The purchaser shall bear the expenses on Stamp duty and Registration charges, if any, on the Sale Deed.

23)Successful bidder's inability to conclude the transaction - In the event successful bidder is an individual (person) and is unable to complete the sale of the said property as per the terms of the e-auction for any such reason as the death of the person , it shall be the responsibility of his/her legal heir/assignee (successor) to adhere to the terms of e-auction and complete the sale process in accordance to the e-auction terms. In case the successor

of the successful bidder decides to pull out of the transaction, for whatever reason, the Prebid EMD and all other further payments made by the bidder (if any) will be forfeited in favor of HOCL.

- 24) After the full payment of Sale Consideration by the successful buyer, all the approvals, consents, **NOC from state Government**, licenses, permissions required for effectively transferring the Property to the buyer shall be responsibility of the buyer only, provided however, HOCL shall be responsible to provide all the relevant consents on which HOCL has control and necessary authority.
- 25) All charges on account of obtaining **no objections from state Govt.**,necessary clearances & approvals from various authorities should be undertaken by the bidder at its own cost, effort and liabilities.
- 26) Conveyance of the property through a registered sale Deed will be made on the name(s) of successful bidder only at the cost and expenses of the successful bidder after payment of the full Sale Value and any other dues and no additions / deletions of names of the bidders shall be permitted at any later stage and names of the bidders submitted at the time of registration as a buyer in MSTC portal shall only be considered for this purpose.
- 27)HOCL, at the request of the buyer / successful bidder shall execute Sale Deed(s) in favour of the buyer / successful bidder, provided that the draft of the sale deed is approved by HOCL and execution cost and formalities including proper documentation and registration shall be the sole responsibility of the successful bidder / buyer and all the expenses including stamp duty implications or other taxes, duties, cess, charges or imposts in relation thereto, including legal expenses shall be borne by the successful bidder. The sale deed shall be executed on the receipt of entire sale consideration and subject to compliance of all terms and conditions of e-auction by the buyer. The successful buyer will on his own cost arrange to get the property transfer in his name after the payment of Sale Consideration. HOCL would endeavor on a best effort basis to complete the documentation and conveyance in respect of the relevant Property in favour of the Successful Bidder/buyer after the payment of Sale Consideration and fulfillment of all other formalities by the buyer.
- 28) GENERAL: Handover of the property will be given to the successful bidder after execution of the sale Deed.
- a) VALIDITY OF BIDS: All the bids will be valid for 90 (ninety) days from the date of closing of e-Auction, excluding the date of closing. In case the 90TH day falls on a holiday or remains closed for MSTC/HOCL, such Bids will be deemed to be automatically extended to be valid up to the next working day of MSTC/HOCL.
- b) PERIOD OF CONTRACT: The contract is valid upto the date of registration of the property in favour of the successful buyer.
- c) CAUTION IN SUBMISSION OF BID: The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/HOCL in this regard.

Hence Bidders must be careful to check (the Bid Amount/No. Of 0s /No of Digits/Unit of Measurement etc.)rectify their bid (if required) before submitting their Bid into the live e-Auction floor. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. During Live Auction, only brief Lot/Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid.

If any offer is received within the last 8 minutes of closing time/extended closing time, the bidding time will be extended automatically by another 8 minutes and if no bid higher than last quoted highest bid is received within the extended 5 minutes, the auction sale will automatically get closed at the expiry of such extended 8 minutes .

The complete Item Details can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Item Details before bidding and no representation / complaint in this regard will be entertained by MSTC / HOCL from the Bidders.

- d) The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.
- e)HOCL reserves the right to accept / reject any offer / bid, withdraw from sale, the property offered for sale in full or part thereof prior to or after the acceptance of the bid without specifying any reason thereof.
- f) In case of postponement due to exigency, the same will be informed to the bidders through a newspaper notification or if such notification is not possible, by affixing a notice to that effect on the Notice Board in the HOCLRegistered Office or MSTC website.
- g) Non resident Indians (NRIs) can also participate after fulfilling the eligibility criteria (such as PAN Card, Address proof of Residence in India, Attested signature from any of the Nationalized Bank in India where individual is the Account Holder) required under Indian Laws for proof of NRI. Any NRI, found successful, shall be required to make all payments in Indian Currency and shall follow Indian Laws for all such matters.
- h) The sale shall be subject to cancellation for violation of any of the terms and conditions or stipulations or instructions.
- i)All rates, taxes, charges, fees, assessment and other levies, cost of registration, stamp duty etc., of whatsoever nature shall be paid by the successful bidder to the concerned authority/body.
- j) It shall be the responsibility of the successful bidder(s) to obtain necessary Permission for approval of building permission, sub-division of Block/Plot from the appropriate local authority as required under the law and payment of fees as may be required under various

laws, rules and regulations. It shall be the responsibility of the successful bidder to have service connection secured from the respective organizations for electricity, water supply & drainage and at his/her/their own cost. HOCL will not take any responsibility in this regard.

k)HOCL/MSTC reserves the right to defer, cancel, alter, amend or modify theNotification/Advertisement/Auction Catalogue prior to commencement of e-auction.

- I) All the correspondence will be made to the address/e-mail as appearing in the registration with MSTC. It shall be the responsibility of the bidder to keep his e-mail id valid.
- m) Any amendment made will form part of the terms and condition and no individual intimation will be sent to the bidders.
- n) In all matters of doubts or disputes or in respect of any matter not provided for in these terms and conditions, the decision of the HOCL shall be final and binding.
- 0) The property put for e-auction is on as is where is and No Complaint Basis. The bidders shall Inspect the property and satisfy themselves of the condition and location of the flat/plot before participating in the auction.
- p) In case of any electrical lines, drainage, water supply lines Roads passing through the land, the successful bidder should get it shifted / re-routed with respective departments at his/her/their own cost and expense by paying necessary fees to the appropriate authorities. HOCL shall not be made responsible in this regard.
- q) Handover of the property will be given to the successful bidder after execution of the Sale Deed.
- 29) In case of any dispute regarding payment/registration of the property or any other matter relating to this e-auction, the decision of MSTC/HOCL shall be final.
- 30)Non Disclosure Clause: The bidder will maintain the confidentiality of e-auction documents and all other information related to the bidding process and shall not use them for any purpose other than evaluation of the property for perspective of the bidding process. Bidders shall also refrain from reproducing/forwarding or dissemination of any document or information on bidding process to any other person except its legal and financial advisors.
- 31) JURISDICTION Only the Courts at Mumbai , INDIA shall have the exclusive jurisdiction to entertain any dispute connected with the arbitration proceedings or any other matter or claim arising out of or in connection with the e-auction.

Details of Land and Other Immovable Assets of Hindustan Organic Chemicals Ltd., Panvel, Maharashtra

S. No.	Particulars	Details
1	Name of CPSE	Hindustan Organic Chemicals Ltd.
2	Property ID	HOCL/01
3	Property Type	Land
4	Property Address	HOCL Old Colony, Thane Naka, Panvel, Distt Raigad, Maharashtra
5	City/ Town/ Village	Thane Naka, Panvel
6	District	Raigad
7	State	Maharashtra
8	Area of Property	8.0125 Acre of land.
9	Present Use	Residential
10	Year of Construction	1970
11	Title of Property	Freehold
12	Remarks	Near Panvel Goa Highway & Panvel Poona Express Way

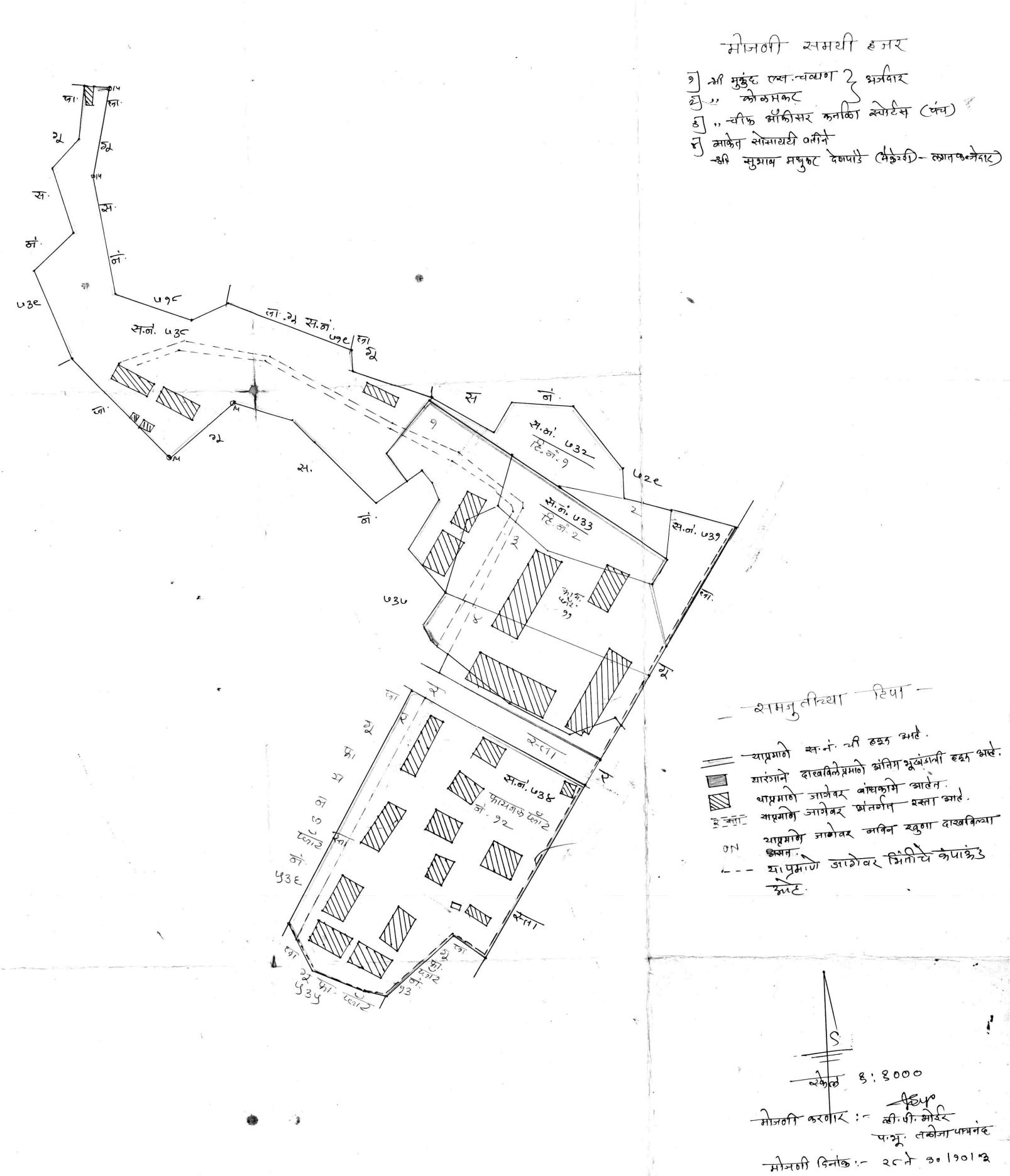
मीने - पनवेल ता॰ - पनवेल नि॰ - रायगड

पनवेल साधी हि.का. मा.र.नं 30%

मानगीने कारगीन के के कि के मिकल्स । जि .

यांत्र्या वतीने मुकुंद सरदारिसेंग नकाग उपस्र बंधक
प्रसासन यांगे भीने - पमवेल्ह मेमील सन ७३११९
७३२११२ ७३४१९३४ रूमा स्ट्रह कायम मोजली





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(१ भी. मीरर = १मीरर.)