

**The Authorised Officer
Of
Mumbai District Central Co-operative Bank Ltd.,
Head Office, Mumbai Bank Bhavan,
207, Dr. D. N. Road, Fort,
Mumbai – 400 001., Maharashtra**

TENDER DOCUMENT

**For
Sale of Assets
Of**

**ONE WORLD CREATIONS PVT. LTD.,
Office No. 1, 2, 3, 4, on 5th Floor,
Solaris Building D, Saki Vihar Road,
Andheri (E), Mumbai – 400 072,
MAHARASHTRA**

**Under
Insolvency and Bankruptcy Code 2016**

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I. Copy of the Notice for Sale**MUMBAI DISTRICT CENTRAL CO-OPERATIVE BANK LTD., MUMBAI**

Head Office: Mumbai Bank Bhavan, 207, D. N. Road, Fort, Mumbai – 400 001,

Tel Nos. 91-022-22617154 to 59 www.mdccbank.com**TENDER NOTICE FOR SALE****SALE OF IMMOVABLE PROPERTY OF ONE WORLD CREATIONS PVT. LTD., MUMBAI
MAHARASHTRA****In terms of Insolvency and Bankruptcy Code – 2016**

The undersigned being the Authorised Officer (AO) of The Mumbai District Central Co-Operative Bank Ltd., (Secured Creditor Bank) hereby invites Bids in sealed envelopes for Sale of the following property of **One World Creations Pvt. Ltd., Address: Office No.1, 2, 3, 4 on 5th Floor, Solaris Building No. D, Saki Vihar Road, Andheri (E), Mumbai – 400 072, MAHARASHTRA**, under the provisions of **Insolvency and Bankruptcy Code – 2016**.

Brief Description of the Property:-

One World Creations Pvt. Ltd., is situated at Ground Floor Solaris Building No.D, Saki Vihar Road, Powai, Andheri (E), Mumbai – 400 072, MAHARASHTRA.

Sr.No.	Particulars		Location		Area	
2.	Office Premises on 5th Floor		ADDRESS- Office No.1, 2, 3, 4 on 5 th Floor, Solaris Building No. D, Saki Vihar Road, Andheri (E), Mumbai – 400 072, MAHARASHTRA,		5970 Sq. feet	
	(Rs. In Lacs)					
Sr.No.	Property	Reserve Price (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Date & Time of Inspection	Date & time of opening of bids	Outstanding as on 23-04-2019
2.	Office Premises on 5th Floor	773.12	77.31	07/12/2019 11.00 am to 5.00 pm	13/12/2019 At 04.00 pm	4122.65 4129.97 Plus interest due from 24/04/2019

1.	The Bank intends to sell the assets detailed above as "AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER" . The AUTHORISED OFFICER does not take or assume any responsibility for any shortfall of the assets, for procuring any permissions etc., or for any dues, statutory or otherwise viz. Provident Fund, GST, Worker's Dues. Property Tax. Electricity Charges, Water Charges etc., of any authority established by law. Such dues if any, both existing and future relating to the property will have to be borne/paid by the purchaser. The encumbrances marked in INDEX-II Extracts also need to be borne/paid by the Purchaser whatever is applicable as per law.
2.	On the date of opening of the tender, the AUTHORISED OFFICER will declare the highest bidder above the reserved price, as a successful bidder. No inter-se bidding shall take place. The successful bidder would be required to bear all the necessary expenses like stamp duty, registration expenses etc., for transfer of secured assets.
3.	EMD should be paid to "Mumbai District Central Co-operative Bank Ltd.," on or before the date of submission of tender. The EMD shall be refunded to unsuccessful bidder on the same day or next working day of opening of bid. The EMD will not carry any interest.
4.	The Bid document can be obtained from the undersigned during 26/11/2019 to 10/12/2019 on any working day (except on Sunday and 2 nd & 4 th Saturday and Public Holidays) between 11.00 a.m. to 5.00 p.m., on payment of non-refundable fee of Rs.2,000/- (Rupees Two Thousand only) by cash or D. D. or NEFT in favour of Mumbai DCC Bank. The Bid documents are available at Mumbai Head Office and Dadar at Divisional Office _____. Further it can also be downloaded from website of the bank www.mdccbank.com . In case of downloaded document; the document fees shall be paid through RTGS/NEFT before submission of the proposal or by D.D. on nationalised bank at the time of submission of proposal.
5.	Tender submission on or before 13/12/2019 upto 4.00 p.m., at H.O., Mumbai.
6.	The AUTHORISED OFFICER reserves the right to accept / reject any / or all the bids without assigning any reasons. In case all the bids are rejected, the AUTHORISED OFFICER reserves the right to sell the assets by any of the mode as prescribed in the Insolvency & Bankruptcy Code 2016.
7.	The Bid document is available on Mumbai District Central Co-operative Bank Ltd. website (www.mdccbank.com) from 26/11/2019.
8.	For any clarification of Terms & Conditions please take reference of Published English advertisement dt. 26/11/2019 of " _____ " News Papers & this will be final.

STATUTORY SALE NOTICE UNDER INSOLVENCY & BANKRUPTCY CODE 2016

The Borrower/Guarantors are hereby noticed to pay the total outstanding dues before the opening of bid failing which the secured assets will be auctioned and balance if any will be recovered with interest and cost from you.

Date: 26/11/2019

Place: Mumbai

Asst. General Manager & Authorised Officer
Mumbai District Central Co-Operative Bank Ltd., Mumbai

The public notice published following newspapers:

1. FREE PRESS JOURNAL (All over Maharashtra) dated _____
2. Navshakti (All over Maharashtra) dated _____

II.COPY OF POSSESSION NOTICE

MUMBAI DISTRICT CENTRAL CO-OPERATIVE BANK LTD., MUMBAI

Head Office: Mumbai Bank Bhavan, 207, D. N. Road, Fort, Mumbai – 400 001,

Tel Nos. 91-022-22617154 to 59 www.mdccbank.com

POSSESSION NOTICE FOR IMMOVABLE AND MOVABLE PROPERTY

Whereas the undersigned being the Authorised Officer of the Mumbai District Central Co-operative Bank Ltd., Mumbai issued demand notice **dated 21/05/2019** calling upon the borrower M/s. One World Creations Pvt. Ltd. to repay **Rs. 4122.65 Lakh** together with interest.

4129.97

The Borrower M/s. One World Creations Pvt. Ltd. has given below mentioned properties as a security for the loan given by Mumbai District Central Co-operative Bank Limited and created first charge on the said immovable property by executing mortgaged deed dated 08/03/2017 in favour of Mumbai District Central Co-operative Bank Limited and it is registered in the office of Sub-Registrar, Kurla – 1 under Serial No. KRL-6334/2017.

The Borrower having failed to repay the amount, possession notice was given to them on dated 16/07/2019. The Authorised Officer of Mumbai District Central Co-operative Bank Ltd. has taken physical possession of secured asset No.1 mentioned here in below on **dated 05/09/2018** in presence of borrower and 2 witnesses by making panchnama and executing Possession Receipt.

Description of Immovable Property

- 1) All piece and parcel of immovable property as described below.

WHEREAS,

The physical possession of secured asset mentioned herein below was not taken, instead, symbolic, possession was taken on dated 16/07/2019 since the Fifth Floor Premises mentioned below is occupied by lessee M/s. 9x Media Pvt. Ltd.

Brief description of Property

Sr.No.	Particulars	Location	Area
2.	Office Premises on 5th Floor	ADDRESS- Office No.1, 2, 3, 4 on 5 th Floor, Solaris Building No. D, Saki Vihar Road, Andheri (E), Mumbai – 400 072, MAHARASHTRA,	5970 Sq. feet (Built up)

P.T.O.

And Whereas,

Pursuant to the liquidator's letter dated 30/05/2019 to lessee M/s. 9x Media Pvt. Ltd. to give the possession to Mumbai Bank and in response thereto Lessee M/s. 9x Media Pvt. Ltd. vide letter dt.31st May, 2019 suggested that instead to vacating the premises, lessee would like to continue the premises and would pay the rent/ licence fee until Mumbai DCCB ables to find the buyer and sell the premises. The lessee also requested that Mumbai DCCB would quicken the process of sale of premises as one may find interested parties to buy premises with recurring rent than buy a vacant premises and take steps to later to get some one to occupy the same.

Mumbai D.C.C. Bank has agreed for the above proposition & thus the physical possession of 5th Floor Premises therefore remains with the lessee M/s. 9x Media Pvt. Ltd., nonetheless, symbolic possession is taken by the Bank.

Sd/-

Asst. General Manager & Authorised Officer
Mumbai District Central Co-operative Bank Ltd., Mumbai

Date :

Place :

III. INTRODUCTION

Whereas the National Company Law Tribunal (NCLT) has passed the order of Corporate Insolvency Resolution Process dated 07/09/2018 under Insolvency and Bankruptcy Code 2016 and appointed Mr. Ajay Gupta as any interim Resolution Professional for One World Creation Pvt. Ltd., on the basis of petition filed by Mr. Rahul Jhaveri sole proprietor of Shanaya Fashion (Petitioner) against One World Creations Pvt. Ltd. (Corporate Debtors) and whereas corporate debtor and COC could not resolve the process within 180 days from 07/09/2018. Hence, COC had accorded to go for liquidation process in COC meeting dated 05/03/2019. Accordingly Miss. Jovita Reema Mathias has been appointed as liquidator to carry out further process. NCLT has by its order **dated 24/04/2019** has confirmed the liquidator's appointment. Mumbai District Central Co-operative Bank Ltd., has not relinquished its security interest on the assets of Corporate Debtors mortgaged to it and informed the Liquidator that the said mortgaged asset will be enforced, realized, dealt with in accordance with applicable laws and pursuant to section 52 of Insolvency & Bankruptcy Code 2016 read with Regulation 37 of the liquidation Regulations. and in response thereto liquidator vide her letter dated 04/07/2019 agreed and allowed Mumbai District Central Co-operative Bank Limited to enforce and realize its security interest on the asset of the corporate Debtors Mortgaged to it.

Authorised Officer (AO) of the Mumbai District Central Co-operative Bank Ltd. has taken symbolic possession of the assets at Fifth Floor, Office Gala No.1,2,3,4 at Solaris Building on 16/07/2019 which are mortgaged by the borrower for securing loan availed from the Mumbai District Central Co-operative Bank Ltd., Mumbai as indicated in the bid document, after complying with the procedure in the presence of witness of officials of Mumbai District Central Co-operative Bank Ltd. The Authorised Officer has also got the assets valued after taking possession as required under Insolvency & Bankruptcy Code 2016.

And Whereas,

Pursuant to the liquidator's letter dated 30/05/2019 to lessee M/s. 9x Media Pvt. Ltd. to give the possession to Mumbai Bank and in response thereto Lessee M/s. 9x Media Pvt. Ltd. vide letter dt.31st May, 2019 suggested that instead to vacating the premises, lessee would like to continue the premises and would pay the rent/ licence fee until Mumbai DCCB ables to find the buyer and sell the premises. The lessee also requested that Mumbai DCCB would quicken the process of sale of premises as one may find interested parties to buy premises with recurring rent than buy a vacant premises and take steps to later to get some one to occupy the same.

Mumbai D.C.C. Bank has agreed for the above proposition & thus the physical possession of 5th Floor Premises therefore remains with the lessee M/s. 9x Media Pvt. Ltd., nonetheless, symbolic possession is taken by the Bank.

The list of secured assets being put on sale is mentioned in Annexure IV & V hereunder.

IV. DETAILS OF SECURED ASSETS -IMMOVABLE ASSETS/PROPERTIES

One World Creations Pvt. Ltd., Address:- Office No.1, 2, 3, 4 on 5th Floor, Solaris Building No. D, Saki Vihar Road, Andheri (E), Mumbai – 400 072, MAHARASHTRA. The brief description of the properties mortgaged is as under:

Property Details

The immovable assets are put to sale on “AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KINDWHATSOEVER”.

Address:- Office No.1, 2, 3, 4 on 5th Floor, Solaris Building No. D, Saki Vihar Road, Andheri (E), Mumbai – 400 072

Brief description of Property

Sr.No.	Particulars	Location	Area
1.	Office Premises on 5th Floor	ADDRESS- 1, 2, 3, 4 on 5 th Floor, SOLARIS BUILDING, 'D' WING, SAKI VIHAR ROAD, ANDHERI (E), MUMBAI – 400 072 MAHARASHTRA.	5970 Sq. feet

V. OUTSTANDING DUES OF THE SECURED CREDITORS

As per Insolvency and Bankruptcy Code 2016, Mumbai District Central Co-operative Bank Ltd. is defined as secured creditor as its total outstanding as on **23/04/2019** is given as under-

(Rs.in Lacs)

Name of Secured Lender	Amount (Rs. In Lacs) with interest 23.04.2019
Mumbai District Central Co-Operative Bank Ltd.	
TOTAL	4129.97 Plus further interest from 24/04/2019.

Plus further interest from 24/04/2019.

VI. TERMS AND CONDITIONS

1.	The Authorised Officer (AO) of Secured Creditor Bank exercising the powers under the Insolvency and Bankruptcy Code 2016 is selling assets/properties mentioned in item No. IV of the Bid Document (hereinafter referred to as "the Secured Assets") and the same are being sold by the Secured Creditors as mentioned at item No. IV of the Bid Document.							
2.	<u>Issue of the Bid Document:-</u> The Bid document can be obtained from the undersigned during 26/11/2019 to 10/12/2019 on any working day (except on Sunday and 2 nd & 4 th Saturday and Public Holidays) between 11.00 a.m. to 5.00 p.m., on payment of non-refundable fee of Rs.2,000/- (Rupees Two Thousand only) by cash or D. D. or NEFT in favour of Mumbai District Central Co-operative Bank Limited. The Bid documents are available at Mumbai Head Office and Dadar Divisional Office. Further it can also be downloaded from website of the bank www.mumbaidistrictbank.com In case of downloaded document, the document fees shall be paid through RTGS/NEFT (RTGS/NEFT: IFSC: MDCB0680016) of Mumbai District Central Co-operative Bank Ltd. before submission of the proposal or by D.D. on nationalised bank at the time of submission of proposal.							
3.	<u>Reserve Price:</u> The Reserve price for the sale of the secured assets is Rs.773.12 lakhs (Rupees Seven crores seventy three lakhs twelve thousand only) detailed below. The property will not be sold in lots.							
	<div style="text-align: right;">(Rs.in Lakhs)</div> <table><tr><td rowspan="2">Address:- Office No.1, 2, 3, 4 on 5th Floor, Solaris Building No. D, Saki Vihar Road, Andheri (E), Mumbai – 400 072, MAHARASHTRA Total 5970 sq. ft.</td><td>Reserve Price (Rs.)</td><td>Earnest Money Deposit (EMD) (Rs.)</td></tr><tr><td>773.12</td><td>77.31</td></tr></table>			Address:- Office No.1, 2, 3, 4 on 5 th Floor, Solaris Building No. D, Saki Vihar Road, Andheri (E), Mumbai – 400 072, MAHARASHTRA Total 5970 sq. ft.	Reserve Price (Rs.)	Earnest Money Deposit (EMD) (Rs.)	773.12	77.31
Address:- Office No.1, 2, 3, 4 on 5 th Floor, Solaris Building No. D, Saki Vihar Road, Andheri (E), Mumbai – 400 072, MAHARASHTRA Total 5970 sq. ft.	Reserve Price (Rs.)	Earnest Money Deposit (EMD) (Rs.)						
	773.12	77.31						
4.	The Bank intends to sell the assets detailed above as "AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER" . The Authorised Officer does not take or assume any responsibility for any shortfall of the movable/immovable assets, for procuring any permissions etc., or for any dues, statutory or otherwise viz. Provident Fund, Sales Tax, Central Excise, Worker's Dues. Property Tax. Electricity Charges, Water Charges etc., of any authority established by law. Such dues if any, both existing and future relating to the property will have to be borne/paid by the purchaser. The encumbrances marked in 7/12 Extracts also need to be borne/paid by the Purchaser whatever is applicable as per law.							
5.	<u>Inspection of Assets:</u> The interested parties may inspect the assets at their own cost between 11.00 a.m. to 5.00 p.m. on the assigned date i.e., 06/12/2019 in the presence of representative of the AUTHORISED OFFICER available at the site to facilitate the inspection.							

6.	The bidders shall be deemed to have inspected and approved the Secured Assets to their entire satisfaction and for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of land and buildings and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself/themselves about the names, descriptions, particulars, specifications, measurements, boundaries of the properties and that the bidder concurs or otherwise admits the identity of the properties purchased by him/her/themselves notwithstanding any discrepancy or variations, by comparison of the description in the particulars of the properties and their conditions. Conditional Bids will not be accepted.
7.	<u>Due Diligence by the Bidders:</u> The interested parties shall carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets. A bidder shall be deemed to have full knowledge of the condition of the assets, relevant documents, information, etc., whether the bidder actually inspects or visits or verifies or not. Bank will not be responsible for any encumbrances and dues on the property which comes to knowledge of a bank after the date of Auction.
8.	The Known dues as per the knowledge of Authorised Officer are as follows:- 1. Provident Fund Dues of Rs. _____/- as on _____ 2. Worker's Dues of Rs. _____/- as on _____ 3. Electricity Charges of Rs. _____/- as on _____ as per claim invited by Mumbai District Central Co-operative Bank Ltd. 4. Property Tax of Rs. _____/- as on _____
9.	The Bidders shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of the Bid/Offer for submission and/or for carrying out due diligence, search of titles to the assets and matters incidental thereto or for any other purpose in connection with the purchase of the assets under reference.
10.	<u>Submission of Bid/Offer:</u> The Bidder shall complete the Bid/Offer form(s) annexed to the Bid Document in all respects, quote the price and furnish the information called for therein and shall sign and date each of the documents in the space provided therein for the purpose. The Bidder shall initial each page of the Bid/Offer. The Bidder has to quote the offer price in figures and words in Indian Rupees. In case of discrepancies in offer price quoted, the price quoted in words will be considered as quoted price for evaluation by the Bank.
11.	The Bid/Offer shall contain the full address, telephone nos., fax no, email id, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Bid/Offer.
12.	The Bid/Offer shall be signed by a person or persons duly authorised by the Bidder with signature duly attested.
13.	The Bid/Offer form and the documents attached to it shall not be detached one from the other and no alteration or mutilations (other than filling in all the blank space) shall be made in any of the documents attached thereto.

14.	<p><u>Last date of submission of Bid/Offer Document:</u></p> <p>The interested parties may submit their unconditional and qualified bids to the Mumbai District Central Co-operative Bank Ltd. in two separate sealed envelopes so as to reach the Mumbai District Central Co-operative Bank Ltd. <i>not</i> later than 3.00 p.m., on 11/12/2019.</p> <p>One sealed envelope which shall be super scribed as “Technical bid for ONE WORLD CREATION PVT. LTD.,” containing following documents.</p> <ol style="list-style-type: none"> Bid document (form IX and X) as per format. Copy of Memorandum & Articles of Association with Registration Certificate (if applicable) Copy of Deed of Partnership with certificate (If applicable) Bye-laws of the Co-op Society (If applicable) Last 3 years Audited Balance Sheet Last 3 years Income Tax Returns Pan Card copy of Firm/partners/Company/Directors/Individual Copy of Resolution Receipt of RTGS payment made to Mumbai District Central Co-operative Bank Ltd. Earnest Money Deposit paid to “Mumbai District Central Co-operative Bank Ltd., Mumbai, through RTGS (RTGS/NEFT: IFSC: MDCB0680016) of Mumbai District Central Co-operative Bank Ltd. on or before the date of submission of tender. <p>The other sealed envelope containing “IX Form of Bid-Offer” (as per format of bid document) superscribed as “Financial Bid for “ONE WORLD CREATIONS PVT. LTD.” Both the sealed envelopes shall be put together in one sealed envelope which shall be super scribed as “Offer for “ONE WORLD CREATIONS PVT. LTD.” and addressed to Authorised Officer, Mumbai District Central Co-operative Bank Ltd., “Mumbai Bank Bhavan”, 207, Dr. D. N. Road, Fort, Mumbai – 400 001, and should be dropped in the box kept at above mentioned address.</p>
15.	<p>The submission of the Bid/Offer means and implies that the Bidder/Offerer has unconditionally and irrevocably agreed to and accepted all the terms and conditions of the Bid/Offer detailed in the Bid Document.</p>
16.	<p>The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/her/themselves under these conditions is and shall be deemed to be of the essence.</p>
17.	<p><u>Validity of Offer:-</u> The validity of offer shall be ----- days from the opening of the Bid.</p>
18.	<p><u>Opening of Bids:</u></p> <p>The Bids will be opened by the Authorised Officer at 4.00 p.m., on 13/12/2019 in the presence of the representatives of the bidders. The envelopes containing Technical bid shall be opened first and only those Bidders will be permitted to remain present whose “Technical bid” is found to be in order.</p>

19.	The bidders whose "Technical Bid" has been found to be in order will be the qualified bidders. The "Financial Bid" of qualified bidders only will be opened. Only two representatives from each of the qualified bidders carrying the necessary authority letter and identity proof shall be allowed to participate in the opening of bid.
20.	On the date of opening of the tender, the Authorised Officer will declare the highest bidder above the reserved price, as successful bidder. No inter-se bidding shall take place.
21.	Bids/Offer with less than the Reserve Price as detailed in serial no. 3 and/or having incomplete Form of Bid/Offer shall be outright rejection.
22.	<p><u>Payment of Sale price:</u></p> <p>The successful bidder would be informed in writing about the acceptance of his/her/their bid/offer by the AUTHORISED OFFICER. The Successful Bidder shall deposit 25% of the amount of sale price, after adjusting for EMD already paid, within (7) Seven days of the acceptance of offer by the AUTHORISED OFFICER in respect of the sale failing which the EMD shall be forfeited. The balance 75% of the sale price is payable on or before 30 days of confirmation/acceptance of the sale by the AUTHORISED OFFICER. In case of failure to deposit this balance amount within the prescribed period, the amount deposited shall be forfeited. Balance payments other than EMD shall be made by way of crossed A/c Payee Demand Draft/ Pay Order drawn in favour of "Mumbai District Central Co-operative Bank Ltd., Mumbai" issued by any Nationalised/Schedule Bank or through RTGS (RTGS/NEFT: IFSC: MDCB0680016) of Mumbai District Central Co-operative Bank Ltd.</p>
23.	If the successful bidder could not deposit the balance 75% of the sale price within the stipulated period given to him/her/them, then on their request, the extension of time may be given and the Bank will charge interest at 18% p.a., on the balance amount. The Bank reserves the right to allow extension of time for balance 75% of the sale price.
24.	The defaulting successful bidder shall forfeit all claims to the assets or to any part of the sum for which it may be subsequently sold.
25.	On confirmation of sale and if the terms of payment have been complied with, the AUTHORISED OFFICER exercising the power of sale shall issue Certificate of Sale for the movable and immovable property in favour of the successful bidder as per the format provided in the Insolvency & Bankruptcy Code 2016.
26.	The successful Bidder shall, after making full payment of sale price within 30 days of acceptance of bid/offer or such extended period as may be granted by the AUTHORISED OFFICER at his/her sole discretion, arrange to take the possession of the secured assets within the maximum period of 30 days. It is explicitly stated that once the Certificate of Sale is issued by the AUTHORISED OFFICER, the AUTHORISED OFFICER will not be held responsible for security and safe keeping of the Secured Assets. In such an event, the original successful bidder shall no claims on the secured assets or to any amount/s for which it may be subsequently sold.

27.	The successful bidder will be required to bear all the necessary expenses like stamp duty, registration expenses etc., for the transfer of assets in his/her/their name. it is expressly stipulated that there are no implied obligation on the part of AUTHORISED OFFICER or the secured creditors and it shall be solely the obligations of the Successful bidder, at his/her/their cost, to do all acts, things and deeds whatsoever for the completion of the sale including the payment of dues, if any, to get the assets transferred in the name of the Successful bidder.
28.	<u>General Terms and Conditions:-</u> The AUTHORISED OFFICER shall be at liberty to add, amend/modify/delete/drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances. Mumbai District Central Co-operative Bank Ltd. shall not be liable for any failure or delay in performance due to any cause beyond their control.
29.	The entire procedure of opening of Bids/Offer, the sequence of opening and bidding etc., shall be at the sole and absolute discretion of the AUTHORISED OFFICER and the intending bidders shall have no right whatsoever to object to the same.
30.	The AUTHORISED OFFICER reserves the right and liberty to accept/reject any or all of the Bids/Offer and also reserves the right to cancel the entire sale process without assigning any reasons. In case all the bids are rejected or the successful bidder fails to make payments as required in the Bid document or withdraw his/her/their bid, the AUTHORISED OFFICER as his sole and absolute discretion, reserves the right to go for re-tendering or sell the assets by any of the modes as prescribed in the Insolvency & Bankruptcy Code 2016 and the bidders shall have no right to object to the same.
31.	In the event of the said sale in favour of the Bidder not being confirmed by AUTHORISED OFFICER, otherwise than on account of the wilful default of the bidder or if the sale is set aside by an order of the Court/Tribunal, then in that event the sale shall be void and the bidder shall, in that event be entitled only to receive back his/her/their Earnest Money Deposit (EMD) or purchase money as the case may be, but without interest and the bidder shall not be entitled to be paid his/her/their costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her/themselves.
32.	Notwithstanding anything stated elsewhere in this Bid Document, the AUTHORISED OFFICER reserves the right to call off the sale process at any point of time without assigning any reasons.
33.	<u>Jurisdiction:-</u> All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Mumbai (Maharashtra) alone shall have jurisdiction to entertain/adjudicate such disputes.

VII. BRIEF DETAILS OF BID/OFFER DOCUMENT

Mumbai District Central Co-operative Bank Ltd., Mumbai

BID/OFFER FORM FOR PURCHASE OF SECURED ASSETS/PROPERTY OF ONE WORLD CREATIONS PVT. LTD., Address:- Office No.1, 2, 3, 4 on 5th Floor, Solaris Building No. D, Saki Vihar Road, Andheri (E), Mumbai – 400 072, MAHARASHTRA.

1.	Issue of Bid/Offer Document	The Bid document can be downloaded or obtained from the undersigned during The Bid document can be downloaded or obtained from the undersigned during 26/11/2019 to 10/12/2019 on any working day (except on Sunday and 2 nd & 4 th Saturday and Public Holidays) between 11.00 a.m. to 5.00 p.m., on payment of non-refundable fee of Rs.2,000/- (Rupees Two Thousand only) by cash or D.D. or NEFT in Bank's favour. The Bid documents are available at Mumbai Head Office and Dadar Divisional Offices. Further it can also be downloaded from website of the bank www.mumbaidistrictbank.com . In case of downloaded document, the document fees shall be paid through RTGS/NEFT (RTGS/NEFT: IFSC: MDCB0680016) of Mumbai District Central Co-operative Bank Ltd. before submission of the proposal or by D.D. on nationalised bank at the time of submission of proposal.
2.	Cost of the Bid/Offer Document:	Rs.2,000/- (Rupees Two Thousand only)
3.	Last date and time for submission of Bid/Offer:	13/12/2019 up to 4.00 p.m.
4.	Place of Submission of Bid/Offer :	Sealed Envelope should be dropped in the Box kept at Mumbai District Central Co-operative Bank Ltd., "Mumbai Bank Bhavan", 207, Dr. D. N. Road, Fort, Mumbai – 400 001. at Corporate Section on 2 nd Floor.
5.	Place, date and time of opening of Bids/Offer	Mumbai District Central Co-operative Bank Ltd., "Mumbai Bank Bhavan", 207, Dr. D. N. Road, Fort, Mumbai – 400 001. Date : 13/12/2019 at 4.00 p.m.

VIII. FORM OF BID/OFFER

FORM OF BID/OFFER FOR PURCHASE OF SECURED ASSETS/PROPERTY OF ONE WORLD CREATION PVT. LTD., Address:- Office No.1, 2, 3, 4 on 5th Floor, Solaris Building No. D, Saki Vihar Road, Andheri (E), Mumbai – 400 072, MAHARASHTRA.

(To be filled and submitted by the Bidder/Offerer)

1.	a) Full name of the Bidder/Offerer (In Block Letter)	:	
	b) Complete Postal Address with Pin Code, Telephone Nos., Fax Nos., Mobile Nos., E-Mail Id, Website etc.	:	
2.	Brief particulars of Business	:	
3.	Name of the Company/Firm/person in whose name the Secured Assets/property are to be purchased		
4.	Income Tax Permanent Account Number(s) (PAN) of Bidder/Offerer	:	
5.	Amount quoted by the Bidder/offered for the purchase of Secured Assets/property In figure- and in words	:Rs.	
		: Rupees (Words)	
6.	Details of Earnest Money Deposit (EMD) RTGS Receipt No.	Rs.	
		: Rupees (Words)	

I/We have read and understood the detailed terms and conditions of the sale and have also read, pursued and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/incomplete, I/we shall not hold the Authorised officer or secured creditors responsible for the same and shall not have any claim whatsoever against either of them.

Signature of duly Authorised official of the Bidder/Offerer with Seal

Name and Designation of the Authorised Signatory

Place:

Date:

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

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

To,
The Authorised Officer,
Mumbai District Central Co-op. Bank Ltd.,
Head Office,
 "Mumbai Bank Bhavan",
 207, Dr. D. N. Road, Fort,
 Mumbai – 400 001.

Sir,

SALE OF SECURED ASSETS/PROPERTY OF ONE WORLD CREATIONS PVT. LTD., Address:-
Office No.1, 2, 3, 4 on 5th Floor, Solaris Building No. D, Saki Vihar Road, Andheri (E),
Mumbai – 400 072, MAHARASHTRA.

1. Having fully examined and understood the terms and conditions of the Bid Document and condition and status of the Secured Asset/Property, I/We offer to purchase the said Secured Assets strictly in conformity with the terms and conditions of this Bid/Offer Document.
2. I/We, agree if any of the statement/information revealed by me/us is found incorrect, my/our tender is liable to be cancelled and in such case Earnest Money Deposit (EMD) paid by me/us is liable to be forfeited by the Bank and Bank is at liberty to annul the offer made to me/us at any point of time.
3. I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for due observance and performance of the terms and conditions of the Bid/Offer and acquire the Secured Assets/Property. If I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.
4. I/We further understand that, if my/our Bid/Offer is accepted, if i/we will fail to deposit the balance amount of 75% of the sale consideration (after having paid 25% of the sale consideration) by the stipulated date, the said amount of 25% of the sale consideration (including Earnest Money Deposit) or any further amount/s paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Bid Document.
5. I/We further understand that if my/our Bid/Offer is accepted, after making full payment of the sale price within 30 days of acceptance of bid/offer or such extended period as may be granted by AUTHORISED OFFICER at his sole and absolute discretion, I/We, understand that once the Sale Certificate is issued by the AUTHORISED OFFICER, the AUTHORISED OFFICER shall not be held responsible for security and safe- keeping of the secured assets. I/We further understands that in the event i/We fail to take possession of the Secured Assets as stated above, the AUTHORISED OFFICER reserves the right to revoke the sale confirmed in my/our favour and forfeit the entire amount paid by me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.
6. I/We clearly understand and accept that the AUTHORISED OFFICER or the Secured creditors do not take or assume any responsibility for any dues, statutory or otherwise, of **ONE WORLD CREATIONS PVT. LTD.**, including such dues that may affect transfer of the assets in the name of the successful bidder and such dues, if any, will have to be borne/paid by me/us in case my/our Bid/Offer is accepted.

7. I/We understand that you are not bound to accept the highest bid/offer you may receive. Further, I/We will not raise any objection in case the AUTHORISED OFFICER goes for re-tendering or sell the assets by any of the modes as prescribed in the Insolvency & Bankruptcy Code 2016.
8. I/We understand that time is the essence for completing the acquisition formalities of the Secured Asset/property and I/We agree and undertake to abide by it.
 - i. I/We certify that I/we am / are not disqualified Under Section 35 of IBC-2016 & I/we am/are eligible to be applicant Under Section 29 of IBC-2016.
 - ii. I/We agree if any of the Statement / Information revealed by me / us is found incorrect. My/ our tender is liable to be cancelled and in such case the earnest money deposit paid by me/ us is liable to be forfeited by the Authorised Officer and the Authorised Officer is at liberty to annual the offer made to me / us at any point of time.
 - iii. I/We also agree that after my / our offer given in my / our tender for purchase of a property is accepted by the Authorised Officer if I / we fail to accept the terms and conditions of the offer letter or am / are notable to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and / or fail to fulfill any / all the terms and conditions of the tender and offer letter, the Earnest Money Deposit paid by me / us along with the tender is liable to be forfeited by the Authorised Officer and that Authorised Officer has also right to proceed against me / us for specific performance of the contract.
 - iv. I / We will not claim any interest till three months from the date of submission of offer in case the process of sale is delayed for any reason.
 - v. The General terms and conditions of sale are received and acceptable to me / us.
9. I/We have remitted EMD of Rs. _____ (Rupees _____ only) to "Mumbai District Central Co-op. Bank Ltd., Mumbai", through RTGS (RTGS/NEFT: IFSC: _____) A/c No. _____ of **Mumbai District Central Co-operative Bank Ltd.** I/We understand that the EMD will not carry any interest.
10. I/We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Bid/Offer document can be summarily rejected.
11. The General terms and conditions of sale are received and acceptable to me / us.

Dated _____ day of _____ 2019.

Seal and Signature _____ in the capacity of _____ duly authorised to sign the Bid / Offer for and on behalf of _____.

Name and Address of the Bidder/Offerer

(IN BLOCKCAPITALS)

WITNESS:

Name:

Address:

Occupation:

X. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER**Profile**

1.	Name of the bidder	
2.	Brief Particulars of the business	
3.	Correspondence Address in full with PIN Code No.	
	Telephone No. with STD Code	
	Fax Nos.	
	E-mail ID	
	Web site address if any	
	Registered Address of Unit.	
4.	Date of Incorporation CIN No.	
5.	Constitution of Entity (Company/Co-operative Society/Firm/Proprietorship)	
6.	Document in evidence of constitution of the entity.(Self attested)	
7.	Name of the Chairman	
8.	Name of the Managing Directors / Partners/ Proprietor	
9.	Board of the Directors(Names & Addresses)	

10.	Income Tax and Pan Card No.	
11.	Date of last Income tax Return	
12.	Name and Address of Bankers	
13.	Particular of payment EMD (Receipt no. of RTGS transaction)	

Note: If any information furnished by the bidder is found incorrect at the later stage, the tenderer shall be liable to be debarred for the tendering, Mumbai District Central Co-operative Bank Ltd. reserves right to verify the particulars furnished by the tenderer independently.

Place:

Date:

Signature:

Name of the Authorised Person:

Designation:

Seal

Encl:

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

**[Rule 9(6)]
CERTIFICATE
OF SALE
(FOR IMMOVABLE PROPERTY)**

Whereas,

The undersigned being the Authorised Officer of Mumbai District Central Co-operative Bank Ltd., Mumbai, under Insolvency & Bankruptcy Code 2016 and in exercise of the powers conferred Under Section 52 read with Regulation 37 of Liquidation, Regulations has sold on behalf of Mumbai District Central Co-operative Bank Ltd., Mumbai in favour of(purchaser), the following immovable properties secured in favour of Mumbai District Central Co-operative Bank Ltd. by **ONE WORLD CREATIONS PVT. LTD.**, Company registered under Company Act, 2013 having its Registered Office at **Todi Estate, A Wing, 2nd floor, Above Post Office, Sunmill Compound, Lower Parel (W), Mumbai – 400 013**, towards the financial facility offered by Mumbai District Central Co-operative Bank Ltd., Mumbai of Rs. _____ Lacs as on ____/____/20____ together with further interest and other expenses and costs thereon at contractual rates upon the footing of compound interest until payment/ realisation.

Details of Immovable Property Sold

Sr.No.	Particulars	Location	Area
1.	Office Premises 1, 2, 3, 4 on 5th Floor	ADDRESS- 1, 2, 3, 4 on 5th Floor, SOLARIS BUILDING, 'D' WING, SAKI VIHAR ROAD, ANDHERI (E), MUMBAI- 400 072 MAHARASHTRA.	5970 Sq. feet

The undersigned acknowledged the receipt of the sale price of immovable property of Rs. _____ (Rupees _____ only) in full and handed over the delivery and possession of immovable property as per the terms and conditions of tender document dated

Since we have received full payment for sale of immovable property as per the tender refer to above and as the Purchaser has accepted all the encumbrances presently thereon on the property and which may arise in future and agreed to pay the same and as per the Tender Conditions accepted by the Purchaser, the possession of immovable property is handed over to the Purchaser subsequently.

List of Encumbrances:-

1. As per para 8 of terms and conditions of tender document known dues are as follows:-

Sr.No.	Particulars	Amount

2. Any other liability not quantified as on the date of Valuation of assets.

Date: Place:

Sd/

(_____)

**Asst. General Manager & Authorised Officer
Mumbai District Central Co-operative Bank Ltd., Mumbai**

DEED OF UNDERTAKING CUM INDEMNITY

(Stamp duty for deed of Indemnity shall as applicable)

(This forms part of the terms and conditions of invitations and sale)

This DEED OF INDEMNITY executed at on this day of By:
----- and ----- (Hereinafter referred to as "the Purchaser", which expression shall include its successors and assigns).

In favour of:

Mumbai District Central Co-operative Bank Ltd., Mumbai, having its registered head office at "Mumbai Bank Bhavan", 207, Dr. D. N. Road, Fort, Mumbai – 400 001, which is hereinafter referred to as the "Mumbai Bank" (**SECURED CREDITOR**) which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and assigns and whether acting as such in respect of financial assets pertaining to **ONE WORLD CREATIONS PVT. LTD., Todi Estate, A Wing, 2nd floor, Above Post Office, Sunmill Compound, Lower Parel (W), Mumbai – 400 013, (Borrower)** New address.

- A. Whereas Mumbai District Central Co-operative Bank Ltd., has pursuant to the measures taken under Section 52 of Insolvency and Bankruptcy Code 2016 read with Regulation 37 of the Liquidation Regulations taken possession of the immovable & movable assets of the Borrower being **ONE WORLD CREATIONS PVT. LTD.**
- B. Whereas the Authorised Officer confirmed the offer on behalf of Mumbai District Central Co-operative Bank Ltd. in favour of _____ and subject to terms and condition contained in the Tender form.
- C. Whereas as covenants of the documents of terms and conditions of sale and 'sale certificate' state that "The successful bidder will be required to bear all the necessary expenses like stamp duty, registration expenses etc., for the transfer of assets in his/her/their name. it is expressly stipulated that there are no implied obligation on the part of Authorised Officer or the secured creditors and it shall be solely the obligations of the Successful bidder, at his/her/their cost, to do all acts, things and deeds whatsoever for the completion of the sale including the payment of dues, if any, to get the assets transferred in the name of the Successful bidder. "
- D. Whereas the sale certificate further state that "the said assets are being sold on "**AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS WHICH IS WITHOUT ANY WARRANTY, GUARANTEE, WITHOUT ANY RECOURSE, ASSURANCE AND UNDERTAKING OR REPRESENTATION OF ANY KIND WHATSOEVER**". Further, Mumbai District Central Co-operative Bank Ltd. does not accept / undertake any responsibility for, nor shall the sale proceeds be subject to any pending / outstanding statutory dues and any other dues such as water / electricity / services charges, transfer fees, dues of the Municipal Corporation / local authority dues, land and revenue tax or Workers Dues, Provident Fund and Sales Tax Dues and any other duties, levies by whatever name it is called including interest, penalty etc., if any. The Secured Assets are being sold with all known and unknown encumbrances. Further, all liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, in respect of the Secured Assets and if payable in law/ attachable to the Secured Assets / sale proceeds by reason of the proposed sale of the Secured Assets, shall be the sole responsibility and to the account of the Purchaser. In pursuance thereof, the Purchaser indemnifies Mumbai District Central Co-operative Bank Ltd. to save harmless Mumbai District Central Co-operative Bank Ltd. from any and all liability incurred by Mumbai District Central Co-operative Bank Ltd. on account of any suits, claims, (including any expenses incurred by Mumbai District Central Co-operative Bank Ltd. for the enforcements of this indemnity) which Mumbai District Central Co-operative Bank Ltd. shall suffer as a result of any failure on the part of the Purchaser to meet and clear any pending /

outstanding statutory dues and any other dues such as water / electricity / service charges, transfer fees, dues of the Municipal Corporation / local authority dues, land and revenue tax, Workers Dues, Provident Fund and Sales Tax Dues or any other dues or any other duties, levies by whatever name it is called including interest, penalty etc., or any claim made by any person in respect of such liabilities, encumbrances and dues".

Mumbai District Central Co-operative Bank Ltd. has accepted the offer upon execution of the following indemnity.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the movable & immovable properties, the Purchaser viz _____ and their successors, nominees, heirs as stated above hereby unconditionally, absolutely and irrevocably agree to indemnify and keep Mumbai District Central Co-operative Bank Ltd. 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 Mumbai District Central Co-operative Bank Ltd. for the enforcement of this indemnity), which Mumbai District Central Co-operative Bank Ltd. shall suffer as a result of any failure on the part of the Purchaser to meet and clear any such liabilities, encumbrances and dues as mentioned in the recital's above more specifically C, D, or any claim made by any person, entity, firm. In respect of such liabilities, encumbrances and dues as mentioned above.

And it is declared that this indemnity is without prejudice to and is in addition to any other rights of Mumbai District Central Co-operative Bank Ltd.

IN WITNESS whereof the Purchaser has put their hands the day and year first hereinabove written.

Signed and delivered by:
Purchaser

Address:

Place: Date: