

The Authorised Officer (AO)

of

IDBI BANK LIMITED

NPA Management Group

**IDBI Tower, 7th Floor, IDBI Tower,
World Trade Complex,
Cuffe Parade, Mumbai 400005**

BID/TENDER DOCUMENT

For

Sale of Assets of

M/s. Prosperous Energy Pvt Ltd (Mortgagor)

Under

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


and

The Security Interest (Enforcement) Rules, 2002

Dated: February 03, 2023

| CONTENTS | | |
|-----------------|---|-----------------|
| Sr.No | Particulars | Page No. |
| I | Public Notice for Sale published in the Newspapers | 3-5 |
| II | Brief Description – Immovables & Action under SARFAESI Act | 6-7 |
| III | Outstanding dues of Secured Lender | 8 |
| IV | Terms & Conditions | 9-16 |
| V | Brief details of Tender / Offer document | 17 |
| VI | Form of Profile of the Bidder – Individual | 18-19 |
| VII | Form of Profile of the Bidder – Company / Firm /Party | 20-21 |
| VIII | Form of Appendix to the Bid/Offer (declaration by the Bidder) | 22-24 |
| IX | Non-Disclosure Agreement Format | 25-31 |

I (a). Public Notice for Sale Published in the Newspaper

| | | |
|---|---|--------------------|
|  CIN:L65190MH2004GOI148838 | IDBI Bank Ltd., NPA Management Group, Head Office -IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 | Sale Notice |
|---|---|--------------------|

**PUBLIC NOTICE FOR SALE OF IMMOVABLE PROPERTIES
APPENDIX IV-A (See proviso to Rule 9(1))**

E-auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 9(1) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to Borrower(s), Mortgagor(s) and Guarantor(s) that the below described immovable property mortgaged/charged to the Secured Creditor by **Prosperous Energy Pvt Ltd** (Mortgagor), the possession of which has been taken by the Authorised Officer of IDBI Bank Ltd., Secured Creditor, will be sold on “**As is where is**”, “**As is what is**”, and “**Whatever there is**” on **21-02-2023** for recovery of **Rs.1059,78,65,854.24 (Rupees One Thousand and Fifty Nine Crore Seventy Eight Lakhs Sixty Five Thousands Eight Hundred Fifty Four and Paise Twenty Four only**, together with further interest thereon with effect from January 2, 2018 at the contractual rates until payment/realisation) due to IDBI Bank Ltd., Secured Creditor from Videocon Industries Limited (Borrower) and Venugopal N. Dhoot (Guarantor) & Pradeepkumar N. Dhoot (Guarantor). The Reserve Price (RP) and Earnest Money Deposit (EMD) will be as under:

DESCRIPTION OF IMMOVABLE PROPERTIES

| Description of the Secured Asset | RP (cr.) | EMD (cr.) | Area (Acre) |
|--|----------|-----------|-------------|
| Khasra No.s 101/7, 101/2, 101/3, 101/1, 1308/3,1308/4,1308/5,1308/1,1253/2,1249/4,1249/7,75/2,75/4, 75/5, 77/5,77/3,77/4,75/7,77/1,77/2,39/598/4,46/2,46/1,46/3,46/7, 46/4,46/6, 46/5,6/5,6/6,11/5,418,419,420,421,421/1,423,425,427,421/434/1,421/436,421/437,421/438,421/439,421/440,421/441,421/442,443,421/444, 421/445,118/1,12/10,13/2GA,18/2,22/1,13/4,13/5,23/5,10/1,12/6,23/1, 27/505,29/506,30/508,27/507,18/3,13/1,18/5,19/1,20,21,23/2,12/1,12/2,12/4,13/3,13/2KH,14,18/4,19/2,23/3,23/4,25,27/505/2,30/1,30/5,44/1/KH,12/9,822/2,822/3,794,85,87,1025/3,1025/4,1025/2,1142/4, 1142/23,1141/1,106/1,118/3,133/1,133/2,90,92,96/1,99,100,98/2, 98/5,98/3,98/1,20/1,20/2,20/3,20/4,20/5,944/2KH,921,923,945,940/1, 990,1006,1007,1008,955/1,955/2,955/3,955/4,897,900/2,901/2,903/2, 904,905,906,989,991/1,994,995,875,876,996,997,998,895,96,899, 900/1,901/1,903/1,907,909,910,992/1,940/4,940/6,940/2,931,932, 933,934,935,936,937,938,950,951,952,953,954,930,44/1,44/3,44/4,44/5,44/6,44/7,44/8,44/9,44/10,44/11,45/1/C,45/2,45/3,45/4,45/5,45/6,45/7,45/9,45/10,944/2D,944/2GH,911,912/2,915/2,920/2/1 located at villages Ghuman, Dabhaura, Devpuja, Geduraha, Jirounha, Kota & Chamuha District Rewa in the state of Madhya Pradesh, India | 86.74 | 8.70 | ~1347 |

For detailed terms and conditions of the sale, please refer to the link provided in IDBI's website i.e. www.idbibank.in and www.bankeauctionwizard.com. For any clarification, the interested parties may contact Shri Nipun Paliwal (T) +91 22 6626 3532, Mobile: 9940684265 (email: nipun.paliwal@idbi.co.in) and / or Smt. Divya Rawat on (T) +91 22 66552685, (email: divya.rawat@idbi.co.in). For E-auction support, please contact **M/s Antares Systems Limited - Ms. B M Sushmitha**, #24, Sudha Complex, 3rd Stage, 4th Block, Basaveshwaranagar, Bangalore-560 079, Mobile No. +91 8951944383, Land line: 080-40482100. E-mail ID: sushmitha.b@antaressystems.com

Place : Mumbai
Date : February 03, 2023

Sd/-
Authorized Officer

The above notice has been published in the following newspapers on February 03, 2023 in Economic Times, (English) - all India Edition and Dainik Bhaskar (Hindi) - Madhya Pradesh edition.

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II.(b) Copy of Public Notice for Sale Published in the Newspapers

आईडीबीआई बैंक लि., एनपीए प्रबंधन समूह
 प्रधान कार्यालय-आईडीबीआई टॉवर, इन्फोटेक कॉम्प्लेक्स, काफ पार्क, मुंबई - 400005

बिक्री नोटिस

अचल संपत्ति की बिक्री के लिए सार्वजनिक सूचना
परिशिष्ट IV-ए (नियम 9(1) का परतुक देखें)

प्रतिभूति हित (प्रवर्तन) नियमावली, 2002 के नियम 9(1) के परतुक के साथ पठित विनियम अतिरिक्तों के प्रतिभूतिकरण और पुनर्निर्माण तथा प्रतिभूति हित का प्रवर्तन अधिनियम, 2002 के तहत अचल संपत्तियों की बिक्री के लिए ई-नीलामी बिक्री नोटिस। नोटिस पत्रद्वारा सामान्य रूप से ज्ञात के लिए और विशेष रूप से उपभक्तों (ओं), बंधककर्ता (रों) और जमानतदार (रों) के लिए दिया जाता है कि नीचे वर्णित अचल संपत्ति को सुरक्षित लेनदार को मिली रख गया है **प्रोस्पेरस एनर्जी प्राइवेट लिमिटेड** (बंधककर्ता) द्वारा प्रेषित किया गया है, जिसका कर्जा आईडीबीआई बैंक लिमिटेड के प्राधिकृत अधिकारी, सुरक्षित लेनदार द्वारा लिया गया, रुपये रु. 1059,78,65,854.24 (रुपये एक हजार उनसठ करोड़ अठतर लाख पचास हजार आठ सौ चौवन और चौबीस पैसे मात्र) को कसूली के लिए 21-02-2023 को "जैसा है जहाँ है", "जैसा है" और "जो कुछ भी है" पर लेवा जाएगा, साथ में 2 जनवरी, 2018 से प्रभावी बचन के साथ 2 जनवरी, 2018 से भुगतान/कसूली तक सिकंदारक दरों पर देय आईडीबीआई बैंक लिमिटेड, सुरक्षित लेनदार को वीडियोकॉन इंडस्ट्रीज लिमिटेड (उधारकर्ता) और वेणुगोपाल एन. धूत (गारंटर) और प्रदीपकुमार एन. धूत (गारंटर) को ओर से देय है। अशुद्धि मूल्य (आरपी) और बचाना जमा राशि (ईएमडी) निम्नानुसार होंगी:

| सुरक्षित संपत्ति का विवरण | निजई मूल्य (करोड़ में) | बचाना जमा राशि (ईएमडी) (करोड़ में) | एरिया (एकड़) |
|--|------------------------|------------------------------------|--------------|
| खसरा नंबर 101/7, 101/2, 101/3, 101/1, 1308/3,1308/4,1308/5, 1308/1, 1253/2, 1249/4, 1249/7, 75/2, 75/4, 75/5, 77/5, 77/3, 77/4, 75/7, 77/1, 77/2, 39/598/4, 46/2, 46/1,46/3, 46/7,46/4,4 6/6,46/5,6/5,6/1 6,11/5,418,419,420,421,421/1,423,425,427,421/434 1,421/436,421 /437,421 /438,421 /439,421/440,421 /441,421/442,443,421/444,421/445,118/1, 12/ 10, 13/26A, 18/2,22/1,13/4,13/5,23/5,10/1,12/6,23/1, 27/ 505,29/506,30/508,27/507, 18/3, 13/1,18/5,19/1,20, 21 ,23/2,12/1 ,12/2, 12/4, 13/3,13/2 केएच, 14,18/4,19/2, 23/3,23/4,25,27/505/2,30/1, 30/5,44/1/केएच, 12/ 9,822/2, 822/3, 794, 85,87, 1025/3, 1025/4, 1025/2, 142/4, 1142/23, 1141 /1 106/1 118/3, 133/1 133/2,90,92,96/1,99, 100, 98/2,98/5,98/3,98/1,20/1 ,20/2,20/3,20/4,20/ 1, 940/4, 940/6, 940/2, 931, 932, 933, 934,935, 936, 937, 938, 950, 951 , 952, 953, 954 , 930, 44/1, 44/3, 44/4, 44/5, 44/6, 44/7, 44/8, 44/9, 44/10, 44/11, 45/1 /सी, 45/2, 45/3, 45/4, 45/5, 45/6, 45/7, 45/9, 45/10, 944/2डी, 944/2डीएच, 911 , 912/2, 915/2, 920/2/1 भारत के मध्य प्रदेश राज्य में सुपन, डोणार, देवपूज, गेदुराह, जिरोन्हा, कोटा और चामुहा जिल्ला रॉक गांवों में स्थित है | 86.74 | 8.70 | -1347 |

बिक्री के विस्तृत नियमों और शर्तों के लिए, कृपया आईडीबीआई की वेबसाइट यानी www.idbibank.in और www.bankeactionwizard.com में दिए गए लिंक को देखें। किसी भी स्पष्टीकरण के लिए, इच्छुक पक्ष श्री निपुन पालीवाल (टी) +91 22 6626 3532, मोबाइल: 9940684265 (ईमेल: nipun.paliwal@idbi.co.in) तथा / या श्रीमती दिव्या राजत (टी) +91 22 6655 2685, (ईमेल: divya.rawat@idbi.co.in) से संपर्क कर सकते हैं। ई-नीलामी सहजता के लिए, कृपया **मेसर्स एंटेरस सिस्टम्स लिमिटेड - सुश्री बी.एम.सुशमिता**, #24, सुधा कॉम्प्लेक्स, तीसरी ट्रेडि, चौथा ब्लॉक, बसवेश्वरनगर, बैंगलोर -560079, मोबाइल नं. +91 8951944383, लैंड लाइन: 080-40482100, ई-मेल आईडी: sushmitha.b@antaresystems.com से संपर्क करें।

स्थान : मुंबई
दिनांक: 03 फरवरी, 2023

हस्ता/-
प्राधिकृत अधिकारी

IDBI Bank Ltd, NPA Management Group
 Head Office -IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005

Public Notice

PUBLIC NOTICE FOR SALE OF IMMOVABLE PROPERTIES
APPENDIX IV-A (See proviso to Rule 9(1))

E-auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 9(1) of the Security Interest (Enforcement) Rules, 2002. Notice is hereby given to the public in general and in particular to Borrower(s), Mortgagor(s) and Guarantor(s) that the below described immovable property mortgaged/charged to the Secured Creditor by **Prosperous Energy Pvt Ltd** (Mortgagor), the possession of which has been taken by the Authorised Officer of IDBI Bank Ltd., Secured Creditor, will be sold on "As is where is", "As is what is", and "Whatever there is" on 21-02-2023 for recovery of **Rs.1059,78,65,854.24 (Rupees One Thousand and Fifty Nine Crore Seventy Eight Lakhs Sixty Five Thousands Eight Hundred Fifty Four and Paise Twenty Four only**, together with further interest thereon with effect from January 2, 2018 at the contractual rates until payment/realisation) due to IDBI Bank Ltd., Secured Creditor from Videocon Industries Limited (Borrower) and Venugopal N. Dhoot (Guarantor) & Pradeepkumar N. Dhoot (Guarantor). The Reserve Price (RP) and Earnest Money Deposit (EMD) will be as under:

| Description of the Secured Asset | RP (cr.) | EMD (cr.) | Area (Acre) |
|--|----------|-----------|-------------|
| Khasra No.s 101/7, 101/2, 101/3, 101/1, 1308/3,1308/4,1308/5,1308/1, 1253/2,1249/4,1249/7,75/2,75/4,75/5,77/5,77/3,77/4,75/7,77/1,77/2, 39/598/4,46/2,46/1,46/3,46/7,46/4,46/6,46/5,6/5,6/6,11/5,418,419,420,421,421/1,423,425,427,421/434,421/436,421/437,421/438,421/439,421/440,421 /441,421/442,443,421/444,421/445,118/1,12/10,13/26A,18/2,22/1,13/4,13/5,23/5,10/1,12/6,23/1,27/505,29/506,30/508,27/507,18/3,13/1,18/5,19/1,20,21, 23/2,12/1,12/2,12/4,13/3,13/2KH,14,18/4,19/2,23/3,23/4,25,27/505/2,30/1,30 /5,44/1/KH,12/9,822/2,822/3,794,85,87,1025/3,1025/4,1025/2,1142/4,1142/2, 3,1141/1,106/1,118/3,133/1,133/2,90,92,96/1,99,100,98/2,98/5,98/3,98/1,20/1,20/2,20/3,20/4,20/5,944/2KH,921,923,945,940/1,990,1006,1007,1008,955/1,955/2,955/3,955/4,897,900/2,901/2,903/2,904,905,906,989,991/1,994,995, 875,876,996,997,998,895,96,899,900/1,901/1,903/1,907,909,910,992/1,940/ 4,940/6,940/2,931,932,933,934,935,936,937,938,950,951,952,953,954,930,4 /1,44/3,44/4,44/5,44/6,44/7,44/8,44/9,44/10,44/11,45/1/C,45/2,45/3,45/4,45 /5,45/6,45/7,45/9,45/10,944/2D,944/2GH,911,912/2,915/2,920/2/1 located at villages Ghuman, Dabhaura, Devpuja, Geduraha, Jirounha, Kota & Chamuha District Rewa in the state of Madhya Pradesh, India | 86.74 | 8.70 | -1347 |

For detailed terms and conditions of the sale, please refer to the link provided in IDBI's website i.e. www.idbibank.in and www.bankeactionwizard.com. For any clarification, the interested parties may contact Shri Nipun Paliwal (T) +91 22 6626 3532, Mobile: 9940684265 (email: nipun.paliwal@idbi.co.in and / or Smt. Divya Rawat on (T) +91 22 66552685, (email: divya.rawat@idbi.co.in). For E-auction support, please contact **M/s Antares Systems Limited - Ms. B M Sushmitha**, #24, Sudha Complex, 3rd Stage, 4th Block, Basaveshwaranagar, Bangalore-560 079, Mobile No. +91 8951944383, Land line: 080-40482100. E-mail ID: sushmitha.b@antaresystems.com

Place : Mumbai
Date : February 03, 2023

Sd/-
Authorized Officer

II. BRIEF DESCRIPTION OF SECURED ASSET

All that piece & parcel of land admeasuring 1346.86 acres.

Village: Ghuman Kala

| Khasra No | Area (Acre) |
|--|--------------------|
| 944/2KH | 5.000 |
| 921 & 923 | 20.330 |
| 945 | 54.210 |
| 940/1 | 15.000 |
| 990, 1006, 1007 & 1008 | 57.210 |
| 955/1, 955/2, 955/3, 955/4 | 19.760 |
| 794 | 1.150 |
| 897, 900/2, 901/2, 902, 903/2, 904, 905, 906, 989, 991/1, 994 & 995 | 12.360 |
| 106/1 | 9.070 |
| 875, 876, 996, 997 & 998 | 13.690 |
| 895, 896, 899, 900/1, 901/1, 903/1, 907, 909, 910, 992/1 | 12.400 |
| 118/3 | 5.000 |
| 96/1, 99, 100, 940/4, 940/6, 1141/1, 940/2 | 39.680 |
| 931, 932, 933, 934, 935, 936, 937, 938, 950, 951, 952, 953, 954 & 930 | 123.970 |
| 20/1, 20/2, 20/3, 20/4, 20/5, 44/1, 44/3, 44/4, 44/5, 44/6, 44/7, 44/8, 44/9, 44/10, 44/11, 45/1/C, 45/2, 45/3, 45/4, 45/5, 45/6, 45/7, 45/9 & 45/10 | 76.450 |
| 98/2 | 1.900 |
| 1142/4 | 4.940 |
| 133/1 & 133/2 | 6.760 |
| 1142/23 | 2.000 |
| 98/5 | 1.900 |
| 98/3 | 1.900 |
| 98/1 | 1.900 |
| 944/2D | 2.500 |
| 944/2GH | 4.000 |
| 85, 87, 90 & 92 | 24.810 |
| 822/2 1025/3 | 2.020 |
| 822/3, 1025/4 | 1.890 |
| 911, 912/2, 915/2 | 5.960 |
| 920/2/1 | 9.260 |
| 1025/2 | 1.770 |
| Total | 538.79 |

Village: Dabhaura

| Khasra No | Area (Acre) |
|-------------------------|--------------------|
| 101/7 | 15.000 |
| 101/1 & 1249/4 | 18.030 |
| 101/2 | 40.000 |
| 101/3 | 40.000 |
| 1308/3, 1308/4 & 1308/5 | 71.590 |
| 1308/1 | 23.000 |
| 1249/7 & 1253/2 | 35.540 |
| Total | 243.16 |

Village: Devpuja

| Khasra No | Area (Acre) |
|---|--------------------|
| 418, 419, 420, 421, 421/1, 423, 425, 427, 421/434/1, 421/436, 421/437, 421/438, 421/439, 421/440, 421/441, 421/442, 421, 443, 421/444 & 421/445 | 296.780 |

Village: Geduraha

| Khasra No | Area (Acre) |
|------------------|--------------------|
| 118/1 | 31.040 |

Village: Jirounha (Area 50.96 hectare)

| Khasra No | Area (Acre) |
|---|--------------------|
| 12/10, 13/2Ga, 18/2 & 22/1 | 11.740 |
| 13/4, 13/5 & 23/5 | 3.110 |
| 10/1, 12/6, 23/1, 27/505, 29/506, 30/508 & 27/507 | 39.580 |
| 18/3, 13/1, 18/5, 19/1, 20, 21 & 23/2 | 17.960 |
| 12/1, 12/2, 12/4, 13/3, 13/2KH, 14, 18/4, 19/2, 23/3, 23/4, 25 & 27/505/2 | 32.710 |
| 30/1, 30/5, 44/1/KH | 15.860 |
| 12/9 | 5.000 |
| Total | 125.96 |

Village: Kota

| Khasra No | Area (Acre) |
|---|--------------------|
| 6/5 & 6/6 | 3.500 |
| 75/2, 75/4, 75/5, 77/5, 77/3, 77/4, 75/7, 77/1, 77/2 & 39/598/4 | 50.430 |
| 46/2 | 10.800 |
| 46/1 | 10.800 |
| 46/3 | 10.800 |
| 46/7 | 2.700 |
| 46/4 | 2.700 |
| 46/6 | 2.700 |
| 46/5 | 2.700 |
| Total | 97.13 |

Village: Chamuha

| Khasra No | Area (Acre) |
|------------------|--------------------|
| 11/5 | 14.000 |

Situated within the villages Ghuman, Dabhaura, Devpuja, Geduraha, Jirounha, Kota & Chamuha District and Registration District Rewa in the state of Madhya Pradesh, India.

III. OUTSTANDING DUES OF THE SECURED LENDER

M/s Videocon Industries Limited (Borrower) as on 01.01.2018

(In

crore)

| Financial Assistance | Principal | Interest | Total* |
|-----------------------------|-------------------|-------------------|-------------------|
| Short Term Loan | 9,25,00,00,000.00 | 1,34,78,65,854.24 | 1059,78,65,854.24 |

**Together with further interest thereon with effect from January 2, 2018 at the contractual rates until payment / realisation.*

IV. TERMS AND CONDITIONS

| | | | | |
|-----------|---|-----------|------------|--------------------|
| 1 | The Authorised Officer (AO) of the Bank exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 (hereinafter referred to as "the SARFAESI Act") is selling the assets/properties mentioned at item No. II of the Tender Document (hereinafter referred to as the 'Secured Asset') and the same are being sold free from charges and encumbrances of the secured lender mentioned at item No. III of the Tender Document. | | | |
| 2 | <p><u>Issue of Tender/ Offer / Bid Document</u></p> <p>The Tender Document along with Offer Form is available from February 03, 2023 till February 20, 2023 on any working day between 11.00 am to 5.00 pm and can be obtained from Shri Nipun Paliwal, DGM / Smt. Divya Rawat, AGM, IDBI Bank Ltd., NMG-Mumbai, 7th Floor, IDBI Tower, WTC, Cuffe Parade, Mumbai – 400005.</p> <p>The bid document can also be downloaded from IDBI website (www.idbibank.in) and e-auction service provider M/s Antares Systems Limited - www.bankeauctionwizard.com</p> | | | |
| 3. | <u>Reserve Price and Earnest Money Deposit (EMD)</u> | | | (In.crore) |
| | Description of the Secured Asset | RP | EMD | Area (Acre) |
| | Khasra No.s 101/7, 101/2, 101/3, 101/1, 1308/3,1308/4,1308/5, 1308/1,1253/2,1249/4,1249/7, 75/2,75/4,75/5,77/5,77/3,77/4, 75/7, 77/1,77/2,39/598/4,46/2,46/1,46/3,46/7,46/4,46/6,46/5,6/5,6/6,11/5 ,418,419,420,421,421/1,423,425,427,421/434/1,421/436,421/437,4 21/438,421/439,421/440,421/441,421/442,443,421/444,421/445,11 8/1,12/10,13/2GA,18/2,22/1,13/4,13/5,23/5,10/1,12/6,23/1,27/505, 29/506,30/508,27/507,18/3,13/1,18/5,19/1,20,21,23/2,12/1,12/2,12/ 4,13/3, 13/2KH, 14,18/4,19/2,23/3,23/4, 25,27/505/2,30/1,30/5, 44/1/KH,12/9,822/2, 822/3, 794, 85,87, 1025/3, 1025/4, 1025/2, 142/4,1142/23,1141/1,106/1,118/3,133/1,133/2,90,92, 96/1, 99, 100,98/2,98/5,98/3,98/1,20/1,20/2,20/3,20/4,20/5, 944/2KH, 921,923,945,940/1,990,1006,1007,1008,955/1, 955/2, 955/3, 955/4,897,900/2,901/2,903/2,904,905,906,989,991/1,994, 995,875, 876,996,997,998,895,96,899,900/1,901/1,903/1,907,909,910,992/1, 940/4,940/6,940/2,931,932,933,934,935,936,937,938,950,951,952, 953,954,930,44/1,44/3,44/4,44/5,44/6,44/7,44/8,44/9,44/10,44/11,4 5/1/C,45/2,45/3,45/4,45/5,45/6,45/7,45/9,45/10,944/2D,944/2GH,9 11,912/2,915/2,920/2/1 located at villages Ghuman, Dabhaura, Devpuja, Geduraha, Jirounha, Kota & Chamuha District Rewa in the state of Madhya Pradesh, India | 86.74 | 8.70 | ~1347 |

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| 4. | The sale of Secured Assets is on “ <i>As is where is basis</i> ”, “ <i>As is what is basis</i> ”, “ <i>Whatever there is basis</i> ” and “ <i>No recourse</i> ” basis. The description of the immovable properties is based on the mortgages created by the Mortgagor with IDBI bank, the secured from time to time and the representations made by them. The AO does not take or assume any responsibility for any shortfall of the immovable assets or for procuring any permissions, etc. or for the dues of any authority established by law. It is expressly made clear that the AO do not take or assume any responsibility for any dues, statutory or otherwise of Prosperous Energy Pvt Ltd including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by the purchaser. |
| 5 | <p><u>Inspection of Asset</u></p> <p>The asset is an open land and is located in several villages of District Rewa, Madhya Pradesh (Ghuman, Dabhaura, Devpuja, Geduraha, Jirounha, Kota & Chamuha). The interest bidders may inspect the asset at their own cost and as per convenience prior to the auction.</p> |
| 6 | <p><u>Due Diligence by the Bidders</u></p> <ul style="list-style-type: none"> - The Bidders may carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets. A Bidder shall be deemed to have full knowledge of the condition of the Secured Assets, relevant documents, information, encumbrance etc. whether the Bidder actually inspects or visits or verifies the same or not or accesses the data in the E Data Room. - A Non-Disclosure Agreement (NDA) shall be entered into between the prospective Bidders and IDBI Bank (as per the format prescribed by the IDBI Bank to its satisfaction), after due receipt of Bids/Offer from the respective Bidder. After execution of NDA, the Bidder(s) will be entitled to get access to the E-Data Room - Bidders can submit their binding Bids/Offer on / before the last date of submission of the Bids/Offer. |
| 7 | The Bidders shall be deemed to have inspected and approved the Secured Assets to their entire satisfaction and for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of the premises and details of immovable asset and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself about the names, descriptions, particulars, |

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| | quantities, qualities, specifications, measurements, boundaries and abuttal of the assets/properties and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/properties and their condition. |
| 8 | The Bidders shall not be entitled to receive re-imbusement of any expenses which may have been incurred in preparation of the Bids/Offer for submission and/or for carrying out due diligence, search of titles to the Assets and matters incidental thereto or for any other purpose in connection with purchase of the Assets under reference. |
| 9 | <p><u>Submission of Tender/Offer</u></p> <p>The Bid shall be complete in all respects the Bidder shall Offer form(s) annexed to the Tender Document, and furnish the information called for therein and shall sign and date each of the documents in the space provided therein for the purpose. The Bidder shall initial each page of the Offer. Offers received for sale and / or accepted are not transferable.</p> <p>The Format for submission of Profile of the bidder are given in Chapter VI & VII respectively of this Tender Documents.</p> <p>The format Chapter VI is for Individuals and The format Chapter VII is for Company / Proprietorship / Partnership firms.</p> <p>Bidders may fill in only the form relevant to them.</p> |
| 10 | The Tender/Offer shall be signed by a person or persons duly authorized by the Bidder with the signature duly attested. |
| 11 | The Tender/Offer shall contain the full address, Telephone No., Mobile No., Fax No., e-mail-ID, of the Bidder for serving notices required to be given to the Bidder in connection with the Offer. |
| 12 | The Bid/Offer shall be made for entire lot of Secured Asset. |
| 13 | The Tender/Offer form shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto. |
| 14 | <p><u>Last date for submission of Tender/Offer /Bid Document</u></p> <p>The interested parties may submit Tender / Offer / Bid Document duly filled and signed along with the required documents to the AO, Shri. Nipun Paliwal, DGM / Smt. Divya</p> |

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| | <p>Rawat, AGM, IDBI Bank Ltd., NMG-Mumbai, 7th Floor, IDBI Tower, WTC, Cuffe Parade, Mumbai – 400005, <u>not later than 5:00 pm on February 20, 2023</u>, in sealed cover by mentioning the details on envelope “Documents for Bidding the asset of M/s. Prosperous Energy Pvt Ltd”. Bidders to submit the EMD by way RTGS only in favour of IDBI Bank Limited, Account No. 100034915010017 Receipt Pending Appropriate Account (IDBI Bank Limited) IFSC: IBKL0001000. Such bidders must indicate RTGS UTR No., Amount remitted and date in the appropriate space in the Bid Forms.</p> |
| 15 | <p>Only those bidders will be permitted to participate in e-auction whose Tender/ Offer /Bid Document is complete in every respect and remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time will be permitted to participate in the e-auction process. Bank does not take any responsibility and will not entertain any complaint for any delay in transfer of funds by way of electronic mode. Form of Tender /Offer/ Bid, if found incomplete in any respect, shall be liable for outright rejection. Bidders whose forms are found to be in order together with the EMD submitted by them, will be intimated by e-mail and through mobile.</p> |
| 16 | <p><u>Registration with E-Auction Service Provider</u></p> <ol style="list-style-type: none"> 1. Participants who are not already registered with the e-auction provider M/s Antares Systems Limited, should register themselves by following the procedure mentioned at the website: www.bankeauctionwizard.com 2. The participants/intending purchasers are necessarily required to submit following documents / papers for registration to provider M/s Antares Systems Limited. <ol style="list-style-type: none"> a) Statement of Interest Form/Bid form duly signed & filled up. Please download from www.bankeauctionwizard.com or https://www.idbibank.in b) Self-attested copy of Pan Card c) Self-Attested valid residential proof (Aadhar Card, Voter Id card, Passport copy, Ration card, telephone bill, electric bill - any one) d) Self-attested valid e mail id and mobile no. <p>The user id and password will be then sent directly to the registered participants / intending purchasers whose Bid Document is complete in every respect and remittance</p> |

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| | <p>by way of RTGS proceeds is credited into the account indicated well before the cut-off time and the documents with further directions by the e- auction provider company, if any, for log in and participating in the auction through online process.</p> <p>After receiving the user id / password, in case any bidders feel the need for training / e – auction support, such bidders may contact - Ms. B M Sushmitha, No. +91 8951944383, Land line: 080-40482100, E-mail ID's: sushmitha.b@antaressystems.com</p> <p>The Bank/ AO / e-auction service provider will not be responsible for any error occurred due to power failure / computer hardware or software error / network error etc. at the time of e-auction.</p> | |
| 17 | Date and Time of e-Auction | February 21, 2023 from 01.00 pm to 03.00 pm |
| | <p>The auction would be held with unlimited extensions of 5 minutes each, if required, on e-auction platform at website: www.bankeauctionwizard.com. In case no further valid bids are received during the extended period, the last highest bid (more than Reserve Price) received would be treated as the successful bid and auction would be treated as closed/terminated.</p> <p><u>Increase in Bid Amount :</u></p> <p>It may be noted that increase in bid amount, if any, during the e-auction period shall be made as under.</p> <p>In multiples of Rs.10,00,000/- (Rupees Ten Lakh only) for entire lot of Secured Asset</p> <p>Increase in bid amount below the said Rs. 10,00,000/- will be rejected.</p> <p>First bid should be of at least equal to minimum Rs.10,00,000/- above the Reserve Price or increment(s) over the Reserve Price in multiples as above.</p> | |
| 18 | <p>AO reserves the right to retain the EMD of top three bidders upto three months from the date of e -auction and the amount of EMD will not carry any interest. The Bids so retained will be valid for two months from the date of e-auction or till further extension of time as may be approved by the AO. The EMD of other bidders will be returned within 7 working days from the date of e-auction.</p> | |
| 19 | <p><u>Payment of Sale Price</u></p> <p>The successful bidder would be informed in writing about the acceptance of his/her bid/offer by the AO and will be required to deposit 25% of the sale price (less the amount of EMD) immediately i.e. on the same day or not later than next working day from the date of letter intimating acceptance of his/her bid to be issued on February</p> | |

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| | <p>21, 2023, that is, confirmation of sale in his/her favour by way of RTGS in favour of IDBI Bank Limited, Account No. 100034915010017 Receipt Pending Appropriate Account (IDBI Bank Limited) IFSC: IBKL0001000.</p> <p>The balance amount of the sale price shall have to be paid within 15 days of the confirmation of sale of the Secured Assets, that is, on or before March 08, 2023 by way of RTGS in favour of IDBI Bank Limited, Account No. 100034915010017 Receipt Pending Appropriate Account (IDBI Bank Limited) IFSC: IBKL0001000 or such extended period as may be agreed upon in writing between the successful bidder and the AO, in any case not exceeding three months.</p> |
| 20 | In case the successful bidder fails to deposit 25% of the sale price within permitted time, the AO shall forfeit the EMD and if the successful bidder backs out or does not pay balance 75% of the sale within permitted time after paying 25% of the sale price, then AO shall forfeit the 25% of the sale consideration so deposited including the EMD. |
| 21 | The defaulting successful bidder shall forfeit all claims to the assets or to any part of the sum for which it may be subsequently sold. |
| 22 | On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue Certificate of Sale for the immovable property in favour of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002. |
| 23 | The successful Bidder shall, after making full payment of sale price within 15 days of acceptance of bid/offer or such extended period as may be granted by the AO at his sole and absolute discretion, arrange to take possession of the Secured Assets immediately thereafter. It is explicitly stated that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the Secured Assets. In case the successful bidder fails to take possession of the secured assets as stated above, the AO reserves the right to revoke the sale confirmed in his/her favour, forfeit the entire amount paid by the successful bidder and go for re-bidding or sell the secured assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the other bidders and/or other parties by private treaty. In such an event, the former successful bidder shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold. |

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| 24 | The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, etc. for transfer of assets in his/her name. It is expressly stipulated that there are no implied obligations on the part of the AO and it shall be solely the obligation of the Bidder, at his/her cost, to do all acts, things and deeds whatsoever for the completion of the sale including payment of all statutory liabilities / housing society tax / maintenance fee / electricity / water charges etc. outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder to get the assets transferred in his/ her/ their name. The Bank does not take any responsibility to provide information on the same. |
| 25 | The submission of the Bid/Offer means and implies that the Bidder/Offerer has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Bid/Offer laid down herein. |
| 26 | The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/her under these conditions is and shall be deemed to be of the essence. |
| 27 | In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the AO reserves the right to resell the assets to the second/third highest bidder in the above manner, who shall also be treated as the successful bidder mentioned in clauses 9 to 16 above and further in terms of this Bid Document. |
| 28 | <p><u>General Terms and Conditions</u></p> <p>The AO shall be at liberty to amend/modify/delete/drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances.</p> |
| 29 | The entire procedure of e-auction, the sequence of inter-se bidding etc. shall be at the sole and absolute discretion of the AO and the intending bidders shall have no right whatsoever to object to the same. |
| 30 | The AO reserves the right and liberty to accept/reject any or all the Bids/Offeres and also reserves the right to cancel the entire sale process without assigning any reasons. In case all the bids are rejected or the successful bidder fails to make payments as required in the Bid Document or withdraws his/her bid, the AO, at his sole and absolute discretion, reserves the right to go for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the |

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| | bidders and/or other parties by private treaty and the Bidders shall have no right to object to the same. |
| 31 | In the event the said sale in favour of the bidder is not confirmed by AO, otherwise than on account of the wilful default of the bidder or if the sale is set aside by an order of the Court/Tribunal, then in that event the sale shall be void and the bidder shall, in that event be entitled only to receive back his/her EMD or purchase money as the case may be, but without interest, and the bidder shall not be entitled to be paid his costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her. |
| 32 | Notwithstanding anything stated elsewhere in this Tender Document, the AO reserves the right to call off the entire bidding 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 alone shall have jurisdiction to entertain /adjudicate such disputes. |

V. BRIEF DETAILS OF TENDER/OFFER DOCUMENT

TENDER/OFFER FORM FOR PURCHASE OF SECURED ASSETS OF M/S. PROSPEROUS ENERGY PVT LTD

| | | | |
|----------|---|----------|---|
| 1 | Issue of Bid/Offer Document | : | <p>The Tender Document along with Offer Form is on sale from February 03, 2023 till February 20, 2023 on any working day between 11.00 am to 5.00 pm and can be obtained from Shri Nipun Paliwal, DGM / Smt. Divya Rawat, AGM, IDBI Bank Ltd., NMG-Mumbai, 7th Floor, IDBI Tower, WTC, Cuffe Parade, Mumbai – 400005.</p> <p>The bid document can also be downloaded from IDBI website (www.idbibank.in) and e-auction service provider M/s Antares Systems Limited, should register themselves by following the procedure mentioned at the website: www.bankeauctionwizard.com</p> |
| 2 | Cost of the Tender/Offer Document | : | Nil |
| 3 | Last Date and time for submission of Tender Document together with EMD | : | February 20, 2023 till 5.00 pm |
| 4 | Place, Date and time of E-Auction | : | <p>Place : e-auction platform at website: www.bankeauctionwizard.com</p> <p>Date: February 21, 2023 - 01.00 p.m. to 3.00 p.m. With unlimited extensions of 5 minutes each, if required.</p> |

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**VI. FORMAT FOR SUBMISSION OF
PROFILE OF THE BIDDER- INDIVIDUAL**

For purchase of secured assets / property of M/s. Prosperous Energy Pvt Ltd located at Dist. Rewa, Madhya Pradesh owned by the Mortgagor Company / promoters / guarantor of the above company.

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

| | | | |
|-----------|--|---|---|
| 1 | a) Full Name of the Bidder/Offerer (in Block letters) | : | |
| | b) Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc. | : | |
| | c) Mobile Nos. | : | |
| | d) E-mail ID | : | |
| | e) Aadhar ID | : | |
| 2 | Brief particulars of business (if any) | : | |
| 3 | Relationship, if any, the Bidder/Offerer has with any employee of IDBI Bank Ltd. | : | |
| 4 | Name and particulars of the Company/Firm/Person in whose name the Secured Assets/ property are to be purchased | : | |
| 5. | Income Tax Permanent Account Number(s) (PAN) of Bidder /Offerer | : | |
| 6. | Bank account details(In case of refund of EMD amount) | : | Account Name: Account Number: IFSC Code: Bank Name & Branch: |
| 7. | Details of Earnest Money Deposit (EMD) and offer | : | |
| A | NEFT UTR Number | : | |
| B | Date of NEFT & amount remitted | : | |
| C | Name of the Issuing Bank and Branch | : | |
| D | Bidders Bank account number, IFSC, Bank name (in case EMD needs to be refunded) | : | |

- i. We have the financial capacity to conclude the Transaction in accordance with the applicable laws of India.
- ii. We agree to all the terms and conditions stated in the "Bid Document" which are applicable to the sale.

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence before participation. In case any information is found to be incorrect/ incomplete,

I/We shall not hold the Authorised Officer responsible for the same and shall not have any claim whatsoever against either of them.

Signature of the duly Authorised official of the Bidder/Offerer

Name and Designation of the Authorised Signatory

Place:

Date:

Enclosures:

1. General Details:

1. GST Number of Bidder
2. Aadhar Card & PAN Card of bidder
3. Financial profile of the Applicant –last 3 years ITRs
4. Proof of EMD paid through NEFT
5. Authorization Letter for the Authorized Person
6. PAN Card of the Authorized Person

**VII. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER
COMPANY/ PARTNERSHIP/ PROPRIETORSHIP**

For purchase of secured assets / property of M/s. Prosperous Energy Pvt Ltd located at Dist. Rewa, Madhya Pradesh owned by the Mortgagor Company / promoters / guarantor of the above company.

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

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

| | | |
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| 12 | Income Tax Permanent Account Number(s) (PAN) of Authorised person | |
| 13 | Bank Account details(In case of refund of EMD amount) | Account Name: Account Number: Bank Name & Branch: IFSC Code: |
| 14 | Details of Earnest Money Deposit (EMD) and offer | |
| A | NEFT UTR Number | |
| B | Date of NEFT & amount remitted | |
| C | Name of the Issuing Bank and Branch | |
| D | Bidders Bank account number, IFSC, Bank name (in case EMD needs to be refunded) | |
| 15 | GST No. | |

- i. We have the financial capacity to conclude the Transaction in accordance with the applicable laws of India.
- ii. We agree to all the terms and conditions stated in the "Process Document" which are applicable to the sale.

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

Signature:

Name of the Authorised Person:

Designation:

Company Seal

Enclosures:

1. Certificate of Incorporation of the Company
2. GST Number of Bidder
3. PAN Card of bidder
4. Aadhar Card & PAN card of all the directors
5. Financial profile of the Applicant (consolidated/standalone as applicable) – audited Financial statements of the last 3 years
6. Proof of EMD paid through NEFT
7. Authorization Letter for the Authorized Person
8. PAN Card of the Authorized Person

All authorizations should be annexed to this form.

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

(ON STAMP PAPER OF RS.100/-)

FORM OF BID/OFFER

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

To,
Shri Nipun Paliwal
Authorised Officer,
IDBI Bank Ltd.,
NPA Management Group,
7th Floor, IDBI Tower,
WTC, Cuffe Parade,
Mumbai 400 051

Sir,

Sale of Secured Assets/Property of M/s Prosperous Energy Pvt Ltd

Immovable properties situated within the villages Ghuman, Dabhaura, Devpuja, Geduraha, Jirounha, Kota & Chamuha of Registration District Rewa in the state of Madhya Pradesh, India

| Description of the Secured Asset | Reserve Price | EMD | (Rs crore) |
|--|---------------|------|-------------|
| | | | Area (Acre) |
| Khasra No.s 101/7, 101/2, 101/3, 101/1, 1308/3,1308/4,1308/5,1308/1,1253/2,1249/4,1249/7, 75/2,75/4,75/5,77/5,77/3,77/4,75/7,77/1,77/2,39/598/4,46/2,4 6/1,46/3,46/7,46/4,46/6,46/5,6/5,6/6,11/5,418,419,420,421,42 1/1,423,425,427,421/434/1,421/436,421/437,421/438,421/439 ,421/440,421/441,421/442,443,421/444,421/445,118/1,12/10, 13/2GA,18/2,22/1,13/4,13/5,23/5,10/1,12/6,23/1,27/505,29/50 6,30/508,27/507,18/3,13/1,18/5, 19/1,20,21,23/2,12/1, 12/2, 12/4,13/3,13/2KH,14,18/4,19/2,23/3,23/4,25,27/505/2, 30/1, 30/5,44/1/KH,12/9,822/2, 822/3, 794, 85,87, 1025/3, 1025/4, 1025/2,142/4,1142/23, 1141/1,106/1,118/3,133/1, 133/2,90, 92, 96/1,99,100, 98/2, 98/5,98/3,98/1,20/1,20/2,20/3, 20/4, 20/5, 944/2KH,921, 923,945,940/1,990,1006,1007, 1008, 955/1, 955/2,955/3, 955/4,897,900/2,901/2,903/2, 904, 905, 906, 989, 991/1,994,995,875,876,996,997,998,895, 96, 899, 900/1,901/1,903/1,907,909,910,992/1,940/4,940/6,940/2,931, 932,933,934,935,936,937,938,950,951,952,953,954,930,44/1, 44/3,44/4,44/5,44/6,44/7,44/8,44/9,44/10,44/11,45/1/C,45/2,4 5/3,45/4,45/5,45/6,45/7,45/9,45/10,944/2D,944/2GH,911,912/ 2,915/2,920/2/1 located at villages Ghuman, Dabhaura, Devpuja, Geduraha, Jirounha, Kota & Chamuha District Rewa in the state of Madhya Pradesh, India | 86.74 | 8.70 | ~1347 |

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

2 I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Tender/Offer and acquire the Secured Asset/property. Should I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.

3 I/We further understand that if my/our Bid/Offer is accepted, should I/we fail to deposit the balance amount of 75% of the sale consideration (after having paid 25% of the sale consideration) by the stipulated date, the said amount of 25% of the sale consideration (including Earnest Money Deposit) or any further amount/s paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Bid Document.

4 I/We further understand that if my/our Bid/Offer is accepted, after making full payment of the sale price within 15 days of acceptance of bid/offer i.e. confirmation of the sale or such extended period as may be granted by the AO at his sole and absolute discretion, I/we shall arrange to take possession of the secured assets immediately thereafter. I/We understand that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the secured assets. We further understand that in the event I/We fail to take possession of the Secured Assets as stated above, the AO reserves the right to revoke the sale confirmed in my/our favour and forfeit the entire amount paid by me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.

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

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

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

8 I/We have remitted Rs._____ (Rupees _____ only) towards Earnest Money Deposit (EMD) i.e. (Rs.____ lakh Rupees _____ only) to IDBI Bank Ltd by way of RTGS amount in favour of IDBI Bank Limited, Account No. 100034915010017 Receipt Pending Appropriate Account (IDBI Bank Limited) IFSC: IBKL0001000.

9 I/We hereby confirm that I/We do not have any kind of relationship (professional/personal), with Borrower/Promoters/Guarantors/Mortgagors.

10 We understand that the EMD will not carry any interest.

11 We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Tender/Offer document can be summarily rejected.

12 I/We have carried out comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets.

13 I/ We fully understand the contents of Non-Disclosure Agreement (NDA) and have enclosed a duly signed NDA (as per the format prescribed by the IDBI Bank) along with this Bid document.

Place: Mumbai

Dated: _____ day of February 2023

Signature in the capacity of.....

Duly authorised to sign Bid/Offer for and on behalf of.....

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

WITNESS :

Signature :

Name & Address:

Occupation :

IX. NON-DISCLOSURE AGREEMENT FORMAT

(Please use stamp paper of Rs. 600 ____)

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT** (“**Agreement**”) is made on this ____ day of February, 2023 at Mumbai,

BETWEEN

IDBI Bank Limited (Formerly known as Industrial Development Bank of India Ltd), a company incorporated and registered under the Companies Act, 1956; within the meaning of Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949 having its registered office at IDBI Tower, Cuffe Parade, WTC Complex, Colaba, Mumbai-400005 and a branch office at NPA Management Group, 7th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai in the State of Maharashtra, (hereinafter referred to as the “**Disclosing Party**” or “**IDBI Bank** ” which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART**

AND

_____, a company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 having its registered office at _____ a (hereinafter referred to as the “_____” or “**Receiving Party**” or “**Recipient**”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof shall mean and include its successors and permitted assignees), of the **SECOND PART**;

OR (to be used as applicable)**

M/s. _____, a Partnership Firm, consisting of (1) _____, (2) _____, as Partners, and having their office at _____ (hereinafter referred to as the “_____” or “**Receiving Party**” or “**Recipient**”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof shall mean and include its Partners, successors and permitted assignees), of the **SECOND PART**;

OR (to be used as applicable)**

Mr./Ms. _____, Son of _____, Age: _____, Occupation: _____, and residing at _____ (hereinafter referred to as the “_____” or “**Receiving Party**” or “**Recipient**”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof shall mean and include its successors and permitted assignees) of the **SECOND PART**;

(Receiving Party and Disclosing Party are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".)

The term "Receiving Party" shall include their subsidiaries, partners, associate Company, Holding Company and their respective directors, officers, and employees (hereinafter collectively referred to as "**Affiliates**"), and the rights and obligations of the Parties hereto therefore also shall inure to such affiliates and may be enforced directly by or against such affiliates. As an express condition to each Party disclosing Confidential Information to the other Party and in consideration of the mutual promises and covenants herein, the parties agree as follows:

WHEREAS:

1. IDBI Bank is, *inter alia*, engaged in the business and financial services and is conducting E-Auction (under SARFEASI Act) of the secured assets of third party Mortgagor in respect of credit facility granted by IDBI Bank to Videocon Industries Limited ("**Transaction**").
2. Receiving Party is, *inter alia*, engaged in the business of _____.
3. In respect of the Transaction, the Disclosing Party vide Bid/Tender Document (ref no.----) dated ---- (Process Document) shall be disclosing certain Confidential Information with regards to the secured assets (as defined below) to the Receiving Party in order to participate in the bidding process
4. The Receiving Party is aware and confirms the information, data and other information (whatever name) made available regarding the Transaction under the Process Document or otherwise and all the Confidential Information under the Process Document is privileged and strictly confidential and/or proprietary to IDBI Bank.

NOW, THEREFORE, in consideration for the mutual promises and covenants hereunder the Parties agree as follows:

1. For the purpose of this Agreement, the "**CONFIDENTIAL INFORMATION**" shall mean any information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party, pertaining in any manner to the business of the Disclosing Party or to the Disclosing Party's affiliates, subsidiaries, consultants or business associates, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labeled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party. "Confidential Information" includes, without limitation, the following: (a) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (b) information about costs, profits, markets and sales; (c) plans for future development and new product concepts; and (d) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions (which shall be reduced to /described in writing within 2 days of disclosure).

Confidential Information also includes the substance of any negotiations or communications relating to the purpose, the existence or status of such negotiations or communications or other facts pertaining to the purpose, and the existence of this Agreement. Confidential Information may also include information disclosed by a Disclosing Party through expressly authorized third parties.

2. **USE OF CONFIDENTIAL INFORMATION AND NON-DISCLOSURE:** The Receiving Party shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party agrees to use the Confidential Information only for the purposes of evaluating and exploring the Transaction.

The Receiving Party shall disclose the Confidential Information only to such employees who need to know the Confidential Information to evaluate the possible business transaction with the Disclosing Party and who have agreed to be bound by the terms of this Agreement. The Receiving Party agrees and undertakes that it shall not use any Confidential Information for any purpose except to evaluate the Transaction.

Further, the Receiving Party shall not disclose the Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder.

The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information. Each Party agrees that it will not interfere with or circumvent any business of the other Party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant hereto.

The Receiving Party shall ensure that the Confidential Information will not be copied or reengineered or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by the Receiving Party or its representatives except in accordance with this Agreement.

The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

3. **NO OBLIGATION OF CONFIDENTIALITY:** The obligation of confidentiality shall not apply with respect to any particular portion of information if the same:

(a) is in or enters the public domain, other than by breach by the Receiving Party; (Confidential information shall not be deemed to be publicly available by reason only that it is known to a few of those people to whom it might be of commercial interest, and a combination of two or more portions of the Confidential Information shall not be deemed to be publicly available by reason only of each separate portion being so available).

(b) is known to the Receiving Party on a non-confidential basis prior to disclosure under this Agreement, at the time of first receipt, or thereafter becomes known to the Receiving Party without similar restrictions from a source other than the Disclosing Party;

(c) is rightfully received by the Receiving Party from a third-party who did not acquire or disclose such information by a wrongful or tortuous act. However, the Disclosing Party shall not be responsible or liable for the authenticity or accuracy of such information;

(d) is furnished to others by Disclosing Party without restrictions similar to those herein on the right of such others to use or disclose; and

(e) is approved in writing by the Disclosing Party for disclosure.

Confidential Information that is required by law to be disclosed by the Receiving Party may be disclosed only to the extent required under applicable law, provided that the Receiving Party gives the Disclosing Party written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the Confidential Information from public disclosure at the risk and cost of the Disclosing Party.

4. **RETURN OF INFORMATION:** Within ten (10) business days following a request from the Disclosing Party, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within ten (10) business days of the notice from Disclosing Party to destroy the Confidential Information to the extent technically possible in the presence of authorized representative of Disclosing Party. The Receiving Party will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

5. **NON-CIRCUMVENTION:** For as long as this Agreement remains in effect and for a minimum of twelve (12) months after the termination of this Agreement, the Receiving Party and any of its Affiliates will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to contracting with or contacting directly any target acquisition, client, company, or proposed investor as identified by the Disclosing Party or any other party which the Disclosing Party has identified as having access to without the express permission in writing of the Disclosing Party.

6. **DISCLOSURES**

Nothing in this Agreement shall be construed as requiring the Disclosing Party to disclose any Confidential Information to the Receiving Party or its affiliates. It is within the absolute discretion of the Disclosing Party to determine (in its sole opinion) whether any Confidential Information is suitable or necessary to be so disclosed.

7. **Public Statements**

The Recipient/Receiving Party shall not make any public statements concerning this Agreement, the Purpose or the Confidential Information in breach of the provisions of this Agreement, without the prior written approval of the Disclosing Party. The Disclosing Party may in its absolute discretion refuse to consent to any such public statements without assigning a reason for refusal.

8. **REMEDIES:** The Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to ascertain. The Receiving Party recognizes that its violation of this Agreement could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees and accepts that in addition to any other remedy which may be available in law or equity, the Disclosing Party are entitled to injunctive relief to prevent a breach of this Agreement and to compel specific performance of this Agreement.

9. **OWNERSHIP OF INFORMATION:** The Disclosing Party hereto retains title to its Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party. Further, each Party represents that it has no agreement with any other party that would preclude its compliance with this Agreement.

10. **SURVIVAL:** Receiving Party's duty of confidentiality under this Agreement regarding the Confidential Information shall survive 12 months from the date of termination of this Agreement.

11. **NO REPRESENTATION, WARRANTY OR GUARANTEE**

No Confidential Information received by the Receiving Party from the Disclosing Party shall constitute representations, warranties or guarantees upon which the Receiving Party may rely and the Disclosing Party shall assume no responsibility, obligation nor liability in this regard to the Receiving Party relating to or resulting

from the use of the Confidential Information or any errors therein or omissions therefrom.

12. ASSIGNMENT

Receiving Party shall have no right to assign this Agreement (or any part hereof) without the prior written consent of the Disclosing Party. Any assignment without such consent shall be void and is a material breach of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the Parties named herein and their respective successors and assigns.

13. NOTICES

Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out below in this Agreement.

| | |
|---|--|
| Disclosing Party IDBI Bank Limited, NPA Management Group, 7 th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 Email: nipun.paliwal@idbi.co.in | Receiving Party XXXX XXXX Email : XXXx |
|---|--|

14. WAIVER

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by a Party shall not constitute a waiver by such party of the right to pursue any other available remedies.

15. SEVERABILITY

If any provision (or part thereof) of this Agreement is held to be in violation of any applicable law, the same shall be deemed to be deleted from this Agreement. The remainder of this Agreement shall remain in full force and effect as if such provision (or part thereof) had not originally been contained in this Agreement. Notwithstanding the foregoing, the Parties shall negotiate in good faith to agree on the terms of a mutually acceptable alternative provision in place of the provision so deleted.

16. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. This Agreement shall be governed by Indian Laws. The Courts of Mumbai shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement or the Confidential Information with each party irrevocably consenting to the jurisdiction thereof for any actions, suits or proceedings arising out of or relating to this Agreement or the Confidential Information.

