

# INDIAN BANK

Corporate Office, Recovery Department  
254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600001

## **Proposal for Sale of NPAs to ARCs / NBFCs / FIs / Other Banks**

Indian Bank invites bids from eligible Asset Reconstruction Companies (ARCs) / Non-Banking Financial Companies (NBFCs) / Financial Institutions (FIs) / Banks for acquisition of following categories of NPAs along with underlying Securities wherever available on **100% Cash Basis**. The sale is on “as is where is and as is what is basis”.

### **Brief details of NPAs showcased: (Rs. In Crs)**

#### **I. NPAs with book balance of above Rs.100.00 Crores**

S NO	BRANCH	NAME OF THE ACCOUNT	BALANCE	TOT.DUES	RESERVE PRICE	DATA ROOM
1	SAMB, MUMBAI	K S K MAHANADI POWER CO LTD	349.42	510.88	138.00	SAM Branch, Mumbai
2	SAMB, DELHI	AMTEK AUTO LIMITED	190.15	291.33	46.17	SAM Branch, Delhi
3	SAMB, MUMBAI	CREST STEEL AND POWER P LTD	139.77	255.76	37.00	SAM Branch, Mumbai
4	SAMB, DELHI	OCL IRON AND STEEL LIMITED (OICL)	132.08	201.05	69.20	SAM Branch, Delhi
5	SAMB, KOLKATA	KOHINOOR PAPER AND NEWSPRINT P LTD	128.79	186.25	12.00	SAM Branch, Kolkata
		TOTAL	940.21	1445.27	302.37	

#### **II. NPAs with book balance of above Rs.50.00 Crs and upto 100 Crs**

S NO	BRANCH	NAME OF THE ACCOUNT	BALANCE	TOT.DUES	RESERVE PRICE	DATA ROOM
1	SAMB, DELHI	NIMITAYA HOTEL and RESORTS LTD	99.69	152.34	81.00	SAM Branch, Delhi
2	SAMB, MADURAI	G NARAYANAN EDUCATIONAL TRUST	84.40	123.98	61.20	SAM Branch, Chennai
3	SAMB, DELHI	MOHAN CHARITABLE EDUCATIONAL TRUST	70.06	115.18	50.00	SAM Branch, Delhi
4	SAMB, COIMBATORE	SRI KARUNAMBIKAI MILLS P LTD	68.83	98.25	21.60	SAM Branch, Chennai
5	SAMB, LUDHIANA	KAUR SAIN SPINNERS LTD	55.48	78.40	43.60	SAM Branch, Delhi
		TOTAL	378.45	568.15	257.40	

#### **III. NPAs with book balance of above Rs.25.00 Crs and upto Rs.50 Crs**

S NO	BRANCH	NAME OF THE ACCOUNT	BALANCE	TOT.DUES	RESERVE PRICE	DATA ROOM
1	SAMB, HYDERABAD	MADHUCON SUGAR AND POWER	47.13	69.34	32.50	SAM Branch, Hyderabad
2	SAMB, KOLKATA	KAAISER OILS PRIVATE LIMITED	45.95	85.81	12.01	SAM Branch, Kolkata
3	SHYAMNAGAR	CITY MALL DEVELOPERS PRIVATE LIMITED	41.67	73.09	37.75	SAM Branch, Kolkata
4	SAMB, CHENNAI	TRUE VALUE HOMES INDIA PVT LTD	40.02	71.33	47.00	SAM Branch, Chennai
5	BHILAI	CHANDULAL CHANDRAKAR MEMORIAL	36.65	44.67	44.67	SAM Branch, Kolkata
6	SAMB, CHANDIGARH	AMICO TEXTILES	31.14	47.43	15.30	SAM Branch, Delhi
7	SAMB, BENGALURU	SUKRITHA BUILDMANN PVT LTD	26.73	32.56	32.55	SAM Branch, Chennai
8	SAMB, CHENNAI	B K R HOTELS AND RESORTS P LTD	26.51	70.53	45.90	SAM Branch, Chennai
9	SAMB, MUMBAI	SANGHAVI EXPORTS INTL (P) LTD	25.77	34.03	5.21	SAM Branch, Mumbai
10	SAMB, KOLKATA	KOHINOOR STEEL PVT. LTD.	25.53	37.46	8.70	SAM Branch, Kolkata
11	SAMB, COIMBATORE	PRIYAA KNIT FAABS	25.04	34.92	13.06	SAM Branch, Chennai
		TOTAL	372.13	601.17	294.65	

#### IV. NPAs with book balance of above Rs.10.00 Crs and upto Rs.25 Crs

S NO	BRANCH	NAME OF THE ACCOUNT	BALANCE	TOT.DUES	RESERVE PRICE	DATA ROOM
1	ASANSOL MAIN	OMKARA POLYPLAST PRIVATE LIMITED	19.89	27.23	8.00	SAM Branch, Kolkata
2	SAMB, DELHI	RAJESH PROJECTS ( INDIA ) PVT. LTD.	17.79	23.37	17.79	SAM Branch, Delhi
3	SAMB, CHENNAI	SRE PARTHASARATHI HOTELS P LTD	16.04	22.63	22.38	SAM Branch, Chennai
4	SAMV RANCHI	HOTEL LE LAC (A UNIT OF ASHLESHA CORP. LTD	13.31	24.18	13.31	SAM Branch, Kolkata
5	SAMB, LUDHIANA	SATIA SYNTHETICS LTD.	12.08	14.99	7.53	SAM Branch, Delhi
		TOTAL	79.11	112.40	69.01	

#### V. NPAs with book balance of above Rs.5.00 Crs and upto Rs.10 Crs

S NO	BRANCH	NAME OF THE ACCOUNT	BALANCE	TOT.DUES	RP-Cash	DATA ROOM
1	SAMB, KOLKATA	STYLISH PRECAST PVT LTD	9.65	14.30	5.68	SAM Branch, Kolkata
2	TIRUNELVELI JN	V S KALYANASUNDARAM AUTO AGENCIES	3.81	12.17	5.40	SAM Branch, Chennai
3	NAGERKOIL	REGUPATHI RICE MILL	3.61	7.04		
4	TIRUNELVELI JON	REGUPATHI RICE MILL	2.01	4.30		
5	NAGERKOIL	R RAJIV - EDUCATIONAL LOAN	0.08	0.21		
6	VISAKHAPATNAM	MDR CRANES AND INFRASTRUCTURE	4.88	14.21	1.58	SAM Branch, Hyderabad
7	VISAKHAPATNAM	MDR CRANES AND CARGO	4.13	12.04		
8	SAMB, LUDHIANA	GANPATI HOSIERY MILLS	8.79	16.78	1.00	SAM Branch, Delhi
9	GUNTUR	ANDHRA TRADE DEVELOPMENT CORPN	7.30	26.70	7.30	SAM Branch, Hyderabad
10	SAMB, CHENNAI	TVH ENERGY RESOURCE P LTD	6.77	8.12	8.12	SAM Branch, Chennai
11	SAMB, CHENNAI	SUJATHA BIOTECH	6.45	9.31	5.93	SAM Branch, Chennai
12	SAMB, HYDERABAD	GOLDEN MESH INDUSTRIES	6.17	7.81	3.84	SAM Branch, Hyderabad
13	SALEM	NRU SPINNING MILLS LTD	5.92	8.69	5.92	SAM Branch, Chennai
14	SAMB, HYDERABAD	N J EXPORTS	5.39	8.41	5.39	SAM Branch, Hyderabad
15	SAMB, MADURAI	MALABAR CASHE NUTS AND ALLIED	5.21	960.27	0.54	SAM Branch, Chennai
		TOTAL	80.19	1110.34	50.70	

#### VI. NPAs with book balance of above Rs.1.00 Cr and upto Rs.5 Crs

S NO	BRANCH	NAME OF THE ACCOUNT	BALANCE	TOT.DUES	RESERVE PRICE	DATA ROOM
1	GUNTUR	VIJAYA DURGA COTTON TRADERS	2.36	4.33	1.80	SAM Branch, Hyderabad
2	GUNTUR	VIJAYA DURGA COTTON INDUSTRIES	1.62	3.95		
3	SAMB, MADURAI	NEO INTEX MILLS LTD.	3.75	339.07	0.90	SAM Branch, Chennai
4	SAMB, CHENNAI	DASA DOSA CORPORATION COIMBATORE	0.22	23.04	6.75	SAM Branch, Chennai
5	SAMB, CHENNAI	HOTEL DASAPRAKASH NEWDELHI	0.66	63.36		
6	SAMB, CHENNAI	HOTEL GARDEN	1.43	190.52		
7	SAMB, CHANDIGARH	HITESH GANDHI	2.19	2.83	2.20	SAM Branch, Delhi
8	SAMB, CHENNAI	HERMITAGE HOLISTIC RESORTS INC	1.96	4.94	3.15	SAM Branch, Chennai
		TOTAL	14.19	632.03	14.80	

## VII. NPAs with book balance upto Rs.1.00 Crores – Fully Unsecured:

199762 accounts amounting to Rs.2880.18 of NPAs:

### Date under Sectorwise classification:

SECTORWISE CLASSIFICATION	TOTAL	
	A/C	Book Balance
<b>MSME</b>	<b>49404</b>	<b>851.87</b>
<b>AGRICULTURE</b>	<b>74264</b>	<b>825.89</b>
<b>RETAIL</b>	<b>44654</b>	<b>876.63</b>
RETAIL - EDUCATION	6076	214.99
RETAIL - JL - NP, LOD, PENSION, SALARY, OTHERS	1563	18.03
OTHERS	37015	643.61
<b>OTHERS</b>	<b>31440</b>	<b>325.79</b>
<b>TOTAL</b>	<b>199762</b>	<b>2880.18</b>

### Data under FGM Officewise with sector classification:

CLASSIFICATION	MSME		AGRICULTURE		RETAIL		RETAIL						OTHERS		TOTAL	
							RETAIL - EDUCATION		RETAIL - JL - NP, LOD, PENSION, SALARY		RETAIL - OTHER RETAIL					
FGMO	A/C	Book Balance	A/C	Book Balance	A/C	Book Balance	A/C	Book Balance	A/C	Book Balance	A/C	Book Balance	A/C	Book Balance	A/C	Book Balance
ALLAHABAD	5000	75.68	3879	52.01	914	19.16	499	16.76	125	1.49	290	0.91	4132	41.36	13925	188.21
BENGALURU	938	19.31	187	2.21	1215	27.82	95	2.91	47	0.46	1073	24.45	797	5.78	3137	55.12
BHUBANESHWAR	6435	98.67	6110	97.81	1361	31.13	895	26.98	161	1.35	305	2.80	2046	35.56	15952	263.17
CHANDIGARH	810	24.82	62	7.28	222	5.12	69	2.12	77	0.75	76	2.25	78	1.57	1172	38.79
CHENNAI	6536	55.52	2344	19.75	16136	280.93	204	5.49	10	0.05	15922	275.39	4158	26.34	29174	382.54
COIMBATORE	4153	39.63	6268	83.85	17630	310.63	363	6.69	1	0.01	17266	303.93	5866	38.77	33917	472.88
DELHI	535	20.25	33	0.69	212	7.31	69	2.51	52	0.54	91	4.26	32	1.07	812	29.32
HYDERABAD	1635	26.38	981	14.85	606	10.64	25	0.71	46	0.54	535	9.39	1751	13.08	4973	64.95
KOLKATA II	2101	39.17	4080	25.16	248	4.70	102	3.62	29	0.28	117	0.80	955	11.53	7384	80.56
KOLKATA	1707	84.44	1087	13.61	340	12.50	167	5.69	51	0.47	122	6.34	360	7.89	3494	118.44
LUCKNOW	7663	131.27	9566	184.07	1103	25.27	587	20.12	130	1.74	386	3.39	6176	79.58	24508	420.19
MEERUT	5120	80.20	1657	30.23	624	14.40	266	9.12	151	1.74	207	3.54	912	13.55	8313	138.38
MUMBAI	1677	34.81	669	7.80	307	5.09	122	3.10	40	0.40	145	1.59	310	4.90	2963	52.60
PATNA	5094	121.73	37341	286.56	3736	121.95	2613	109.17	643	8.21	480	4.57	3867	44.79	50038	575.03
<b>TOTAL</b>	<b>49404</b>	<b>851.88</b>	<b>74264</b>	<b>825.88</b>	<b>44654</b>	<b>876.65</b>	<b>6076</b>	<b>214.99</b>	<b>1563</b>	<b>18.03</b>	<b>37015</b>	<b>643.61</b>	<b>31440</b>	<b>325.77</b>	<b>199762</b>	<b>2880.18</b>

**RESERVE PRICE: 15% of Book Balance.**

## **Terms and Conditions:**

The sale shall be made on the following broad technical terms and conditions:

1. The proposed sale is on full cash basis only.
2. For category of NPAs with book balance up to Rs.1.00 Cr: (Unsecured):
  - Bids can be submitted for the entire lot of 199762 accounts of Rs.2880.18 Crs or on any individual sectorwise classification or on FGM Officewise / Sectorwise classification.
  - There will be no discount for bids submitted for entire lot.
  - Preference will be given to the bids submitted for entire lot basis, rather than on any select sector or for select FGM Officewise classification. However, decision of the competent authority of the bank is final.
  - Further preference will be given to ARCs who have submitted bids for select Sectors or FGM Officewise / sectorwise in which maximum book balance has been covered.
3. For categories
  - a) NPAs with book balance of Rs.100 Crs and above
  - b) NPAs with book balance of Rs.50 Crs and above and less than Rs.100 Crs
  - c) NPAs with book balance of Rs.25 Crs and above and less than Rs.50 Crs
  - d) NPAs with book balance of Rs.10 Crs and above and less than Rs.25 Crs
  - e) NPAs with book balance of Rs.5 Crs and above and less than Rs.10 Crs
  - f) NPAs with book balance of Rs.1 Cr and above and less than Rs.5 Crs
  - Bids can be submitted on individual account basis or for entire lot.
  - There will be no discount for bids submitted for entire lot.
  - Preference will be given to the bids submitted for entire lot basis rather than on any individual account(s) basis. However, decision of the competent authority of the bank is final.
4. Besides the amount outstanding under any disbursed loans, bank shall notify the Purchaser details on any un-devolved LCs / BGs yet to be invoked / installments of DPGs, which are not yet due, in respect of NPA accounts being offered for sale by the Bank. The Bank shall retain pari-passu charge on the securities relating to un-crystallized non funded facilities.

5. In all accounts proposed for sale, the Reserve Price is fixed reckoning the Total Dues of fund based liabilities only. In case of crystallization of non-funded facilities after the sale, either in whole or in part, then that portion (converted into funded) after adjusting the margin money, if any will also be sold by the Bank to the same ARC / Buyer on the same terms & conditions, as that of the sale for funded facilities, for which the ARC / Buyer will give acceptance through offer letter / Supplementary Agreement / Assignment Agreement. However, un-devolved LC and un-devolved BG limits backed by 100% margin by way of FDR's will not be offered for sale to ARCs.
6. ECGC / DICGC / CGTSME claim received / to be received shall be retained by the bank, subject to sharing of sale proceeds proportionately in terms of extant guidelines i.e., the claim amount will be given the same treatment as in case of recovery. Pro-rata shares shall be refunded to the corporation on account of recoveries and bank reserves the exclusive right to deal with the above claims.
7. The interested ARCs/NBFC/Other Banks/FI's etc can conduct due diligence of these assets from **20.01.2021** after submitting Expression of Interest (EOI) and executing a Non-Disclosure Agreement (NDA) with the Bank, if not already executed, to the General Manager(R&L), Indian Bank, Corporate Office, Chennai.
8. ARCs / Banks / NBFCs / FIs who are eligible to participate as per RBI norms, who have executed Non-Disclosure Agreement (NDA) and Expression of Interest (EOI) will be provided with a Preliminary Information Memorandum (PIM) containing the vital details of assets proposed to be sold, which is made available in soft copy and available on the records of the Bank at specified Data Centres.
9. ARCs / Banks / NBFCs / FIs quoting the highest bid in e-auction process will be the successful bidder. The price quoted should however be higher than the Reserve Price fixed.
10. In accordance with extant RBI Guidelines, Reserve Price for each individual account / lot is indicated, **below which no bid would be accepted.** The bid quoted should be **above** the Reserve Price indicated.
11. The Reserve Price fixed are only indicative and factor of efflux of time to be borne in mind by the probable bidders, while quoting the price.
12. In the event of there being only a single bid for any Individual Account / Lot, the bank may either accept or reject the bid even though, it may be above Reserve Price or hold bilateral negotiations with the bidder in the discretion of the competent authority of the Bank. This discretion exercised by the Competent Authority of the Bank would be final.

13. Bids which do not satisfy the following terms and conditions are likely to be rejected:
  - Conditional and contingent offers shall be liable to be disqualified by the Bank.
  - Any other reason where bank has reasonable grounds to believe that it is impairment to its recovery or cause prejudice to the recovery steps.
14. Evaluation of the bids shall be at the sole discretion of the Bank and the Bank reserves its right to accept bids or reject the bids at its sole discretion. This discretion exercised by the Competent Authority of the bank would be final.
15. **The sale is on "as is where is and what is there is basis" and as per RBI guidelines and the sale is "without any recourse to the Bank".**
16. The Bidder should submit a resolution of Board of Directors / Power of Attorney duly supported by Board resolutions authorizing the signatories of the bid to submit the bids. The Bid shall be irrevocable and binding in all respects and shall be valid from the time the bid offer is received by the Bank until the acceptance/rejection of bid by the Bank. The Bidders who wish to be present at the time of e-auction shall participate with appropriate resolution authorizing such personnel or representatives to carry forward the entire process until conclusion accordingly.
17. The ultimate **Reserve Price for each accounts / lot would be reckoned based on the Total Dues on the cut-off date ie. as on 08.02.2021** (the date on which the data room closes) on case to case basis at the discretion of the competent authority of the bank. All realization / recoveries made up to the cut-off date shall be retained by the bank.
18. Recoveries made by the bank in respect of the listed accounts upto last date of due diligence ie., **08.02.2021** (cut-off date) will not be reckoned for the purpose of assignment. Bank will be assigning only the number of accounts and the outstanding from out of the accounts listed as on the date of completion / closure of due diligence period to the proposed bidders viz. **08.02.2021**.
19. The Bidder shall be solely and absolutely responsible for completion of all statutory, regulatory and other compliances and all costs and expenses towards stamp duty and registration charges/taxes, if any towards transfer / assignment of assets shall be borne by the Bidder.
20. The Bidder shall be required to give an indemnity to keep the Bank indemnified against any loss, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including advocates' fee and court costs and expenses incurred by our Bank, if any, for enforcement of this indemnity) which our Bank may suffer as a result of any deficiency in respect of adjudication of stamp duty, payment of the same on assignment agreements or transfer

instruments to be executed in favour of the Bidder by Indian Bank for assignment of the Financial assets in respect of such NPA accounts / lot accounts.

21. Any claims from statutory authorities pertaining to any account shall be the responsibility of the Bidder.
22. In case of any clarification, you may contact the Chief Manager, Recovery (ARC Cell), Indian Bank, Corporate Office, Chennai over landline 044-25279952, 044-25279968.
23. The Time Schedule for completion of the sale process is given below, which may be taken note of and adhered to since no further extension will be made in the schedule:-

SNo	Particulars	Date
1	Paper Notification	16/01/2021
2	Submission of Non-Disclosure Agreement (NDA) (if not already executed or if expired) (Access to data centres, for due diligence purpose, will be subject to submission of NDA)	18/01/2021
3	Submission of Expression of Interest (EOI) – EOI with details of authorised officials may also be emailed to us at 'horecovery@indianbank.co.in'	01/02/2021
4	Due diligence period (access to Data centres) (Between 10.00 am to 6.00 pm) on working days)	20/01/2021 to 08/02/2021
5	Informing names of the Authorised Official(s) along with their contact details (mobile number, email ids, etc.) to enable us to issue passwords and explaining them the procedure to bid through e-auction portal of the bank	08/02/2021
6	Allotment of User ID password for e-Bidding	09/02/2021
7	Process of e-bidding – The e-bidding timings will be from 11.30 am to 01.00 pm with extension of unlimited 05 minutes each and incremental amount is Rs.10 Lakhs.	11/02/2021
8	Finalising negotiations or e-auction, if any	13/02/2021

24. Details of Officials at Data Room / Due Diligence Centre are as under

SNo	Data Centre	Address	Name of Head / Contact
1	Chennai	Stressed Assets Management Branch, Chennai, Indian Bank, 55, Ethiraj Salari, Egmore, Chennai – 600008	Sri K Uma Shankar, Dy. General Manager Ph. No. 044-28222921, 28233088, 28202333,
2	Delhi	Stressed Assets Management Branch, Delhi, Indian Bank, 17, Indian Bank Building, Parliament Street, Cannaught Place, Delhi - 110001	Sri S S Gupta, Dy. General Manager Ph.No.011-23742302, 40230166, 23342168
3	Hyderabad	Stressed Assets Management Branch, Hyderabad, Indian Bank, 5-1-679, Surabhi Arcade, Bank Street, Koti, Hyderabad - 500001	Sri Santanu Bal Asst. General Manager Ph No.040-24651169, 24611168

4	Kolkata	Stressed Assets Management Branch, Kolkata, Indian Bank, 7, Red Cross Place, Kolkata – 700001	Sri Mithlesh Kumar Dy. General Manager Ph. No.033-22311471
5	Mumbai	Stressed Assets Management Branch, Mumbai, Indian Bank, 37, Mumbai Samachar Marg, Fort, Mumbai - 400001	Sri S Brammanandan Asst. General Manager Ph. No.022-20822015, 20822016, 22702746

25. ARCs / Banks / NBFCs / FIs who are interested can seek details / clarifications on the information made available and Bank would make available, the details sought on best effort basis. For the individual Accounts showcased, the Preliminary Information Memorandum (PIM) and records / files will be made available in all the data rooms as indicated against respective NPA Accounts proposed for sale from the date of access to data rooms ie., **20.01.2021**, for perusal / due diligence. The Bank's representatives will be present during the due diligence exercise and will respond to the queries, if any, of your due diligence team. You are also expected to verify at the time of due diligence, the updated position of principal and total dues as also updated valuation reports besides others for **any** changes that might occur in the interregnum.

26. Bank will be providing the data and clarification at the best available and best effort basis and in a transparent manner. While the Bank will provide the available information to the intended purchasers which are on record, accepts no responsibility either on the part of the Bank or its Officers, if found later that the information on record with the Bank is not updated and the lack of it or inadequacy of it leading to realizing a lower value or facing litigations in the course of realization of the assets sold. No representation, undertaking or warranty is given or deemed to be given by the Bank or its officials about any information given in this proposal for sale including about the correctness, adequacy, validity, enforceability of documents etc.

27. Due diligence / independent verification shall be undertaken by the ARCs / Banks / NBFCs / FIs (the bidders) at their own cost. By virtue of submission of the offer, it shall be deemed that the ARCs / Banks / NBFCs / FIs (the bidders) have conducted their own independent due diligence in all aspects covering the unknown liabilities, legal proceedings, encumbrances and any other dues etc to their complete satisfaction.

28. For the purpose of due diligence, the ARCs / Banks / NBFCs / FIs shall indicate the name/s of their authorized officials, representatives, who will be conducting the due diligence and also the date/s of their visit at the specified centre, so that necessary arrangements could be made and there would be no clash of dates with other ARCs / Banks / NBFCs / FIs who are doing the due diligence process. Bidders are expected to submit their offer / bid after independent professional study, assessment and analysis of the accounts as well as the lot on all aspects and Bank does not undertake any responsibility for the same.



29. While participating in the e-auction, the bidders shall submit their experience in acquisition of high value accounts / assets on lot basis. Copy of the track record / latest audited balance sheet shall also be enclosed to indicate that they have adequate financial strength to buy the assets offered for sale by the Bank and intended to be purchased by them.
30. The bidders shall submit a declaration (**Annexure-1**) and other documentary evidence (RBI approval, registration etc.) in support of their eligibility, financial capacity to undertake the transaction in case their Bid is accepted and that they shall be an eligible entity, to purchase that particular non-performing loan(s) as per the applicable guidelines issued by RBI including the recent RBI guidelines vide circular No.RBI/2016-17/56/DBR No.BP.BC.9/21.04.048/2016-17 dated 01.09.2016. Any bid submitted in contravention of RBI guidelines will be summarily rejected and stands disqualified.
31. The bidder shall submit 'Bid Confirmation Letter' (**Annexure-2**) confirming the submission of bids in the e-auction process.
32. Mere participation in the e-auction does not confer on any ARCs / Banks / NBFCs / FIs, any right or entitlement to participate in the sale process described herein and does not obligate the Bank to accept any offer, application or request for information from any person / ARCs / Banks / NBFCs / FIs
33. No interested party or any representative of the ARCs/ Banks/NBFCs/FIs shall have any contact with the borrower, guarantor or mortgagor as the case may be, of any of the subject accounts proposed for sale, in connection with seeking any clarification or inspection or otherwise. If there is any such attempt made, the bid received from the said ARCs/ Banks/NBFCs/FIs will entail rejection.
34. Indian Bank reserves the right not to go ahead with the proposed sale at any stage, without assigning any reason, subject to extant RBI guidelines. The decision of the Bank in this regard shall be final and binding.
35. Outer time limit of 10 days from the date of acceptance of the offer given by the bank, within which period, the entire process of receipt of assignment consideration and execution of Deed of Assignment should be concluded.
36. All records including the available documents/ files relevant to the accounts notified for sale will be made available to the successful bidder / Assignee only after execution of the Assignment agreement and on receipt of entire sale consideration. It shall be the sole responsibility of the successful bidder / Assignee to collect all such documents at their own cost within a period of 30 days from the date of execution of Assignment agreement.

37. In the event of there being any dispute and / or difference on the point of any meaning or definition or any other aspect in any document or in relation to interpretation of any clause in any document submitted for scrutiny or the PIM etc, the decision of General Manager (Recovery & Legal ) shall be final and binding on all parties concerned.
38. The Bank reserves its right to modify, alter the terms and conditions of sale and also reserves its right to reject any or all the bids, withdraw any or whole of the assets from sale, reallocate/ regroup any of the asset/ account, defer or cancel the sale, in totality at any stage, without assigning any reason whatsoever, if in the view of the Bank, the process is not viable or it would prejudicially affect the interest of the Bank owing to any reason. All decisions of the Bank in regard to the sale process shall be final and conclusive. No claim for compensation on account of rejection of bids and / or rescinding/cancellation of sale process shall be entertained.
39. RBI guidelines applicable to the purchaser shall be strictly complied with.
40. Since the entire process has to be completed at the earliest, the co-operation of the ARCs / NBFCs / Other Banks / FI's etc is solicited.

Place: Chennai  
Date: 18/01/2021

General Manager (R&L)

DECLARATION  
(On Letter Head of Bidder Company)

Date :

General Manager (Recovery & Legal)  
Indian Bank, Corporate Office,  
Recovery Department  
254-260,Avvai Shanmugam Salai  
Royapettah,Chennai-600 014.

Dear Sir,

Sub: Our Bid offer in respect of purchase of NPA Accounts of your bank on individual / Lot(s) and Pool basis.

We declare and confirm that the offer for purchase of **NPA Account(s) on individual / Lot(s) and Pool basis of the following categories:**

- a. Book Balance above Rs.1 Cr – 49 Accounts with aggregate book balance of Rs.1864.29 Crs on full cash basis
- b. Book Balance upto Rs.1 Cr – 199762 Accounts with aggregate book balance of Rs.2880.18 Crs on full cash basis

with underlying securities wherever available, is in accordance with applicable guidelines issued by RBI including the recent RBI guidelines vide circular No.RBI / 2016-17 / 56 / DBR No.BP.BC.9 / 21.04.048 / 2016-17 dated 01.09.2016 and applicable Indian laws.

We acknowledge that the sale is on "**As is where is and as is what is basis and without any recourse to the bank**".

We had gone through the terms and conditions governing the sale of NPA Accounts on individual / Lot(s) and Pool basis stipulated by the Bank and the bid submitted is in accordance with the terms and conditions stipulated in the Bid Document.

We also confirm that the statements made and information provided vide declarations and its supporting documents are complete, true and correct in every aspect.

Signature

Name of the Signatory /Capacity

Encl :

Supporting Documents (1. Copy Of the NDA, 2. Copy of Certificate of Incorporation, 3. Copy of RBI approval / Registration, 4. Experience Certificate, 5. Copy of Latest Audited Balance Sheet, 6. Board Resolution, 7. Authorisation to the representative)

BID CONFIRMATION LETTER  
(On Letter Head of Bidder Company)

General Manager (Recovery & Legal)  
Indian Bank, Corporate Office, Recovery Department  
254-60,Avvai Shanmugam Salai  
Royapettah,Chennai-600 014.

Sir,

We, (Name of the Bidder) (the "Bidder") hereby confirm that, having read and understood all the terms and conditions and the bidding procedures provided to us.

1. We confirm having submitted the bid for the following accounts in the e-auction process held on \_\_\_\_\_
  - (a) the Individual A/c \_\_\_\_\_ for Rs. \_\_\_\_\_ on the terms outlined herein and the terms and conditions as per proposal for sale / bid offer.
  - (b) to acquire the lot(s) of \_\_\_\_\_ number of accounts as listed below with Book Balance of Rs. \_\_\_\_\_ Crs:

Name of the Accounts	Bid Amount
(i)	
(ii)	
(iii)	

2. The Bidder hereby confirms, undertakes and represents that :

- i. The Bid is irrevocable and binding in all respects and shall be valid from the time the Bid is received by the Indian Bank and until the formalities of assignment are completed.
- ii. The Bidder is an organization duly established and validly existing and in good standing under the laws of India and any other jurisdiction in which it has a business establishment/operations having its registered office at and a branch/corporate office/main office at \_\_\_\_\_
- iii. The Bidder has the financial capacity to purchase the subject Loan account(s), should the Bid be accepted by Indian Bank.
- iv. The Deed of Assignment (DoA) approved by the Bank shall be entered into on or before \_\_\_\_\_ (date), on acceptance of the Bid by Indian Bank.

3. In case we are the successful bidder, then full consideration as per Bid shall be payable on execution of Deed of Assignment (DoA).
4. Document authorizing the undersigned to submit bid on behalf of the Company is enclosed.
5. We concede that the bank will have right to accept or reject the bid without assigning any reason whatsoever as laid down in the bid documents.

Yours faithfully,

Signature  
Name of the Signatory /Capacity