



**INDIA SME ASSET RECONSTRUCTION COMPANY LTD,**  
First Floor, MSME Development Centre, Plot No- C-11, G- Block,  
Bandra Kurla Complex, Bandra (East), Mumbai 400 051

**SALE NOTICE under SARFAESI ACT 2002**

Whereas the Authorized Officer of the UCO Bank under the Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 (SARFAESI Act, 2002) issued notice dated 4.8.2006 under section 13(2) of SARFAESI Act, 2002, calling upon M/s Orient Rice Mill (Borrower), to repay the notice amount within 60 days from the date of notice(s)/date of receipt of the said notice/s. The borrower/s having failed to repay the amount, UCO Bank in exercise of powers conferred under Section 13(4) of the SARFAESI Act, 2002 has taken possession of the property described herein below on 13 Feb 2007 and being aggrieved by and/or dissatisfied with the steps taken by the UCO Bank under SARFAESI proceedings, M/s Orient Rice Mill had preferred a SARFAESI Application being no. SA 7 of 2007 before the Learned Debt Recovery Tribunal – 1, Kolkata which was dismissed on 7<sup>th</sup> April 2008 and subsequently sale notice was published in Times of India and Ananda Bazar Patrika on 21<sup>st</sup> June 2008 proposing the auction on 24<sup>th</sup> July 2008. Borrower has filed RA No. 1 of 2008 on 22<sup>nd</sup> June 2008 against the Order dated 7<sup>th</sup> April 2008. By virtue of the Order dated 14<sup>th</sup> Dec 2011 passed by the Learned Debt Recovery Tribunal -1, Kolkata, and the Review Application (RA No. 1 of 2008) has also been dismissed.

The said loan account, M/s Orient Rice Mill together with all the rights, title and interest of the UCO Bank in the Financing Documents and underlying Security Interests, Pledges and / or Guarantees in respect of such Loan, was assigned by UCO Bank (Original Lender & Assignor) to India SME Asset Reconstruction Company Limited (ISARC) in accordance with the terms and subject to the conditions of the Registered Assignment Agreement dated 18<sup>th</sup> April 2011 as envisaged under Section 5(1)(b) of the SARFAESI Act, 2002. ISARC (Assignee) was duly substituted in the RA No. 1 of 2008 before Learned DRT-1, Kolkata and M/s Orient Rice Mill was directed to deposit ₹ 10 lacs (Rupees Ten lakhs only) by 18<sup>th</sup> November 2011. Failing in compliance of the aforesaid directions, interim Order was vacated and RA No. 1 of 2008 was dismissed.

OFFERS are invited by the undersigned in sealed cover for purchase of immovable properties on “AS IS WHERE IS BASIS” and “AS IS WHAT IS BASIS” as per brief particulars given here under. The borrower(s) / guarantor(s) / mortgagor(s) in particular and the public in general are hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of India SME Asset Reconstruction Company Ltd. for an amount of ₹ 51,28,952.44 (Rupees Fifty One lakhs Twenty Eight Thousand Nine Hundred & Fifty Two and Forty Four paise, only) as on 4.8.2006 plus further interest at contractual rate, expenses and other charges etc. thereon.

The details of the assets are as below;

Name of the Account	Description of the Property	Reserve Price	EMD
M/s ORIENT RICE MILLS	Assets of M/s Orient Rice Mills, Iswarpur, Ahmedpur, Dist-Birbhum 731201. Location – Mouza Iswarpur, Post Ahmedpur, P.S. Sainthia, J.L. 155 Dag No – 578, 579, 580/ 1442, 581, 525, 526, 527, 528, 529 all land building factory and plant & machinery total area 4.75 acres.	₹ 56 lakh	₹ 5.6 lakh

**DETAILS OF OFFER (INCLUDING TERMS & CONDITIONS)**

1	Offer Letter and other detailed Terms and Conditions can be downloaded from <a href="http://www.isarc.in">www.isarc.in</a> or collected from : <b>ASRE Services Pvt. Ltd.</b> 43/B, Suhasini Ganguli Sarani, (Formerly Suburban School Road ), Gr. Floor, Kolkata – 700 025 Phone: 033-24191674 on 16 <sup>th</sup> January 2012 to 18 <sup>th</sup> January 2012 <b>between 11 AM to 5.00 PM</b>	
2	Date of Inspection at Site	: <b>On 19<sup>th</sup> January 2012</b> between 11.00am to 5.00pm
3	Place for submission of Offer	: The Offer can be submitted to <b>ASRE Services.</b>
4	Last Date for Submitting Offer	: <b>On 9<sup>th</sup> February 2012</b> up to 5.00 PM
5	Date, time & place of Opening of Offer	: <b>On 15<sup>th</sup> February 2012</b> at 12.00 PM at <b>ASRE Services.</b>
6	No Offers / bids below reserve price shall be entertained. The Property shall not be sold below the reserve price and Bid without EMD will summarily be rejected.	
	➤ Interested parties may send / submit their OFFER for purchasing the said property in a sealed cover super scribed as “ <b>Offer for purchase of Orient Rice Mill, Birbhum.</b> ” along with Earnest Money Deposit (EMD) which is refundable if the offer is not successful and no interest shall be paid.	
	➤ The successful offerer shall pay Initial Deposit being <b>25%</b> of the offer amount with in <b>2 days</b> on the sale being confirmed in his favour after adjusting EMD as part payment and the balance amount within <b>-10- days</b> without giving any further notice by ISARC. Amount of EMD and/or Initial Deposit as above shall be forfeited on failure to pay the amount as mentioned above.	
	➤ All payments shall be made by Demand Draft in favour of “ <b>ISARC 12/2010-11 TRUST</b> Payable at <b>Kolkata</b> ”.	
	➤ On compliance of the terms of sale, Authorised Officer shall issue “ <b>CERTIFICATE OF SALE</b> ” in accordance with the Rule 9(6) of the Security Interest (Enforcement) Rules, 2002 in favour of successful bidder / purchaser.	
	➤ Authorised Officer, ISARC has the absolute right and discretion to accept or reject any or all offer(s) or adjourn / postpone the sale without assigning any reason thereof.	
	➤ The SALE is subject to confirmation by Authorised Officer of ISARC (Secured Creditor)	
Date: 13 <sup>th</sup> January 2012 Place: Kolkata		Sd/- Authorised Officer India SME Asset Reconstruction Company Ltd.

To,

Authorized Officer  
India SME Asset Reconstruction Company Ltd  
MSME Development Center, C11 G Block  
Bandra Kurla Complex,  
Bandra (E)  
Mumbai 400 051

Dear Sir,

**Reg:** Purchase of Assets of M/s Orient Rice Mills, Iswarpur, Ahmedpur, Dist- Birbhum 731201. Location – Mouza Iswarpur, Post Ahmedpur, P.S. Sainthia, J.L. 155 Dag No – 578, 579, 580/ 1442, 581, 525, 526, 527, 528, 529 all land building factory and plant & machinery total area 4.75 acres.

This has reference to the advertisement published by ISARC in News paper dated 13<sup>th</sup> January 2012 inviting offers for sale of assets of the above mentioned residential premises under Securitisation and Reconstruction of the Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act 2002)

1. I/We place our offer of ₹ \_\_\_\_\_ for the property at **All that part and parcel of Assets of M/s Orient Rice Mills, Iswarpur, Ahmedpur, Dist- Birbhum 731201. Location – Mouza Iswarpur, Post Ahmedpur, P.S. Sainthia, J.L. 155 Dag No – 578, 579, 580/ 1442, 581, 525, 526, 527, 528, 529 all land building factory and plant & machinery total area 4.75 acres.**
2. I/We enclose herewith Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for Rs. \_\_\_\_\_ being EMD amount for property.
3. My/Our further details are as under:
  - 1) Name :-
  - 2) Address :-
  - 3) Telephone No. :-

Enclosed Please find the copies (any two) of the following documents as per KYC norms: PAN Card / Ration Card / Voter ID Card / Pass Port / Bank Pass Book with Photograph / Electricity Bill / Identity Card issued by Central Govt. / State Govt. / PSUs etc to its employees.

I/We have inspected /verified the property and am/are interested in purchasing the said assets on **“AS IS WHERE IS BASIS”** and **“AS IS WHAT IS BASIS”**. I/We have also read and gone through the terms and conditions of the Sale overleaf to this and the same are acceptable and binding to me/us.

Thanking you.

Yours faithfully,

( )  
Mobile:

Enclosure: 1)

2)



## INDIA SME ASSET RECONSTRUCTION COMPANY LTD,

First Floor, MSME Development Centre, Plot No- C-11, G- Block,  
Bandra Kurla Complex, Bandra (East), Mumbai 400 051

### TERMS AND CONDITIONS

1. Sale is subject to conditions prescribed in the Security Interest (Enforcement) Rules 2002.
2. If the borrower pays the amount out-standing to the ISARC before the date of sale, the sale is liable to be stopped.
3. The property shall not be sold below the Reserve price.
4. The property mortgaged to the bank is offered for sale on **“AS IS WHERE IS BASIS”** and **“AS IS WHAT IS BASIS”** The offerer may send their offer in sealed cover (super scribing the name of the property) along with Demand Draft in favour of **“ISARC-12/2010 -11 Trust”** being the Earnest Money Deposit (EMD). The offer not accompanied by Demand Draft of the requisite amount of the Earnest Money shall be rejected.
5. ISARC reserves the right to change the terms and condition of sale without any notice.
6. ISARC reserves the right to accept any offer or to reject all or any of them without assigning any reason. ISARC may call for open offer among the offerers on the day of opening of the offers or thereafter.
7. ISARC will not be held responsible for any charge, lien, encumbrance, property tax or any other dues to the government or anybody in respect of property under sale
8. The person or the offerer whose offer is accepted shall have to pay **25%** of purchase price as part payment (including EMD) with in 2 days to the ISARC and the balance purchase price shall have to be paid by the purchaser on or before **10<sup>th</sup>** day from the date on which the sale of property is confirmed by ISARC.
9. Authorised Officer, ISARC has the absolute right and discretion to accept or reject any or all offer(s) or adjourn / postpone the sale without assigning any reason thereof.
10. The cost of legal document, registration charges, stamp duty and transfer fee shall be borne by the purchaser.
11. ISARC shall have the right to forfeit the Earnest Money Deposit in case of failure by purchaser to pay the part of purchase price in time.
12. ISARC shall have the right to forfeit the Earnest Money Deposit and the part of purchase price in case of failure by purchaser to pay remaining balance purchase price in stipulated time.
13. The SALE is subject to confirmation by Authorised Officer, ISARC (Secured Creditor)
14. On compliance of the terms of sale, Authorised Officer shall issue **“CERTIFICATE OF SALE”** in accordance with the Rule 9(6) of the Security Interest (Enforcement) Rules, 2002 in favour of successful bidder / purchaser.
15. The possession of property will be handed over to the purchaser only on receipt of full and final payment.

\*\*\*\*\*

I/We have inspected /verified the property and being satisfied is/are interested in purchasing the said assets on **“AS IS WHERE IS BASIS”** and **“AS IS WHAT IS BASIS”** I/We have also read carefully and gone through the terms and conditions of the Sale (1-15) as mentioned above and the same are acceptable and binding to me/us.

I/We have enclosed the copies of ..... documents as per KYC norms

Signature :

Date :