

INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD.

CORE 4A, EAST COURT, 1st FLOOR, INDIA HABITAT CENTRE, LODHI ROAD, NEW DELHI-110003

Phone: 011-24682206-15; Fax: 011-24682202 & 05

SALE NOTICE

FOR MOVABLE/IMMOVABLE PROPERTIES UNDER THE SECURITY INTEREST (ENFORCEMENT RULES) 2002 UNDER THE SECURITIZATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002

Notice is hereby given to the public in general and in particular to the borrower(s) and guarantor(s) that the below described movable and immovable properties of M/s. Siva Renewable Power and Energy Limited- Project No. -1987 mortgaged/charged to the IREDA (secured creditor), the possession of which has been taken by the Authorised Officer of IREDA will be sold by way of auction through closed sealed bid on "As is Where is", "As is What is", "Whatever there is" and "Without Recourse Basis" for recovery of dues of IREDA.

Date for submission of BID and EMD is during 18.8.2021 to 21.08.2021 till 11.00 AM

The public generally is invited to bid through sealed cover to be submitted either personally or through duly authorized agent at IREDA Branch office at Hyderabad at # 5-9-21, Ground Floor, Jeevan Prakash (LIC Building), Opposite Secretariat, Saifabad, Hyderabad-500063, Telangana. The intending bidders should submit the duly filled in Bid Form (format available in the website of IREDA) along with the DD/quoting the UTR No. of NEFT/RTGS remittance towards EMD in a sealed cover addressed to the Authorized Officer IREDA, during the period 10.8.2021 to 13.8.2021 till 11.00 AM. The sealed cover should be superscribed with "Bid for participating in Auction Sale in the project of M/s. Siva Renewable Power and Energy Limited -Project No.1987". The details of auction are as under:

Submission of sealed bid	:]	During the period 18.08.2021 to 21.08.2021 till 11.00 AM at IREDA Branch Office at			
		Hyderabad			
Closed Sealed bid	: 5	Sealed bid should consist of the following: • 10% of the bid amount as Earnest Money in the form of Demand Draft favoring Indian Renewable Energy Development Agency Limited (IREDA) payable at New Delhi or quoting UTR number of any NEFT/RTGS remittance. • Copy of PAN Card of Bidder (Original need to be shown in the case of Successful bidder) • Voter ID/Driving License/Passport of the Representative of the Bidder with Authorization letter. In case of absence of above, bid shall be outrightly rejected.			
Opening of bids	: 2	: 21.08.2021 at 12.30 PM at IREDA Branch Office at Hyderabad			
Deposit of EMD	:	The Successful bidder shall be declared to be the purchaser of property provided that the amount bid by him is not less than the reserve price. Successful/highest bidder shall have to deposit 25% of the bid amount by way of Demand Draft favoring Indian Renewable Energy Development Agency Limited (IREDA) payable at New Delhi or through RTGS mode (Balance 15% only) after declaring as successful highest bidder, after adjusting the earnest money, failing which the earnest money shall be forfeited.			
Deposit of balance of sale proceeds] () ()	The purchaser shall deposit the balance 75% of the sale proceeds to the Authorized Officer, IREDA, Core 4A, East Court, 1st Floor, India Habitat Centre, Lodi Road, New Delhi-110003 on or before 15th day from the date of sale of the property, exclusive of such day, or if the 15th day be Sunday or any other holiday, on the first day after the 15th day., failing which Earnest money and all deposits paid towards sale will be forfeited and IREDA shall have the right to go for fresh sale, without assigning any reason whatsoever.			
Forieture of EMD and other amounts, deposited	I c c i	In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by IREDA, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale including deposit of balance payment within the time stipulated, Earnest Money and all deposits paid towards sale will be forfeited and IREDA shall have the right to go for fresh sale, without assigning any reason.			
Exclusive jurisdiction of Courts/tribunals in New Delhi	t	In case any dispute arises as to the validity of the bid(s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of IREDA shall be final. In such an eventuality, the IREDA shall in its sole discretion be entitled to call off the sale and put the property to sale once again on any date and at such time as may be decided by IREDA. The exclusive jurisdiction for any disputes shall be courts/Tribunals in New Delhi only. In case all the bids are rejected, Authorised Officer can negotiate with any of the bidders or other parties for sale of the properties by way of private treaty			
Postponement of Auction	3	The Authorized officer may postpone/cancel the Auction Sale proceedings without assigning any reason whatsoever. In case the Auction Sale scheduled is postponed to later before date of sale, it will be displayed on the website of IREDA.			
Caution to Bidders	i	(i) Properties is being sold on "AS IS WHERE IS", "AS IS WHAT IS", "WHATEVER THERE IS", "WHATEVER THERE IS" and "WITHOUT RECOURSE BASIS". There is no knowledge of any kind of encumbrance over the property to the Authorized Officer. If after the sale, any encumbrance comes into the knowledge of the Authorized Officer or the Successful Bidder, the same has to be paid / borne by the successful purchaser. No claim of the successful purchaser shall be entertained afterward.			

	 (ii) Bidders are requested to verify the Revenue Records and satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bid. (iii) Bidders are requested to go through all the terms and conditions of sale given herein and also in the corresponding public sale notice in the newspapers before submitting the bid and participating in the public auction. (iv) Statutory dues/liabilities etc., due to the Government/Local Body, if any shall be borne by the purchaser(s). 						
Bid Submission Format	(v) Bidders are bound by the principle of caveat emptor (Buyer Beware) Bid for participating in Auction Sale in the project of M/s. Siva Renewable Power and Energy Limited- Project No1987						
	Sl.No Bid Amount (both in digit and words) Bid Amount (both in digit and words) Signature of bidder /Representative of bidder						

Below mentioned assets shall not be sold below the reserve price and bid without Earnest money along with copy of PAN Card/Voter ID/Driving License/Passport will summarily be rejected.

In the event of any dispute arising as to the amount of bid, or as to the bidder, the assets at once be again put up to auction. In case of default of payment within the prescribed period, the property shall be resold, after issue of fresh Sale Notice, the defaulting purchaser forfeits all claims to the property or to any part of the sum for which it may be subsequently sold. All expenses relating to the Stamp Duty, Registration etc. are to be borne by the purchaser.

SI. No	Description of properties	Date of Possession	Date of Auction. Time and Place (opening of Bids)	Reserve Price	Earnest Money
1.	Description of Immovable Properties	28.08.2018	21.08.2021 at 12.30 PM at IREDA Branch office at Hyderabad i.e.# 5-9-21, Ground Floor, Jeevan Prakash (LIC Building)	Rs.40.23 Crores	10% of the reserve price
	Schedule A				
	All that piece or parcel of property about 05 H. 44 R, out of Gat No. 400 totally admeasuring about 20 H 04 R + pk 01 H 72 R total 21 H 76 R, assessed for 3R=56Pai, situated at Village Karajanagi Tal- Jat Dist-Sangali within the Registration Division and District, Sangali, Sub-Division and Taluka- Jat within the limits of Grampanchayat, Karajangi.				
	And		Opposite Secretariat,		
4 H S S H A A A A A A A A A A A A A A A A	All that piece or parcel of property admeasuring about 02 H 0.5 R, out Gat No. 450 total admeasuring about 03 H. 65 R + p.k. 0 H. 06 R situated at Village Karajanagi Tal- Jat Dist-Sangali within the Registration Division and District, Sangali, Sub-Division and Taluka- Jat within the limits of Grampanchayat, Karajangi.		Saifabad, Hyderabad- 500063, Telangana		
	And				
	All that piece or parcel of property about 01 H 91 R, out Gat No. 302 totally admeasuring about 07 H. 52 R + p.k. 00 H. 15 R total 07 H. 67 R, assessed for 1R=31Pai, situated at Village Karajanagi Tal- Jat Dist-Sangali within the Registration Division and District, Sangali, Sub-Division and Taluka- Jat within the limits of Grampanchayat, Karajangi.				
	And				
	All that piece or parcel of property about 3 H 22 R, out Gat No. 477 totally admeasuring about 12 H. 87 R, assessed for 2R=31Pai, situated at Village Karajanagi Tal- Jat Dist-Sangali within the Registration Division and District, Sangali, Sub-Division and Taluka- Jat within the limits of Grampanchayat, Karajangi.				
	Ten no. of 1000 KW Wind Electric Generators in Location No. S-09, S-10, S-11, S-12, S-25, S-27, S-28, S-29, S-30, S-31 at Gat No. 450, 477, 400, & 302 of Village – Karajanagi, Tal – Jath, Dist. Sangli.				
	together with all buildings, structures, erections etc. constructed and/or to be constructed thereon and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth/fixtures and fittings erected/installed or to be erected/installed thereon and every part thereof both present and future.				
	Schedule B				
	All that piece or parcel of property in Registration Division and District Sangali, Sub Division and Taluka Jat within limits of Grampanchayat Sanamadi, the Property about 03 H. 09 R out of Gat No. 155, area admeasuring 95 H. 88R. + P.K. 2H.60 R., totally admeasuring about 98 H. 48 R. assessed for Rs. 17=19 Paise; situated at Village Sanamadi, Tal-Jat Dist-Sangali.				
	And				
	All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Grampanchayat Sanamadi, the Property about 07 H. 33 R out of Gat No. 156/1, area admeasuring 93 H. 42 R. + P.K. 1H. 02 R., totally admeasuring about 94 H. 44 R. assessed for Rs. 16=72 Paise; situated at Village Sanamadi, Tal-Jat Dist-Sangali				

And

All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Grampanchayat Sanamadi, the Property about 03 H. 29 R out of Gat No. 156/2, area admeasuring 67 H. 38 R. + P.K. 0H. 29 R., totally admeasuring about 67 H. 67 R. assessed for Rs. 12=12 Paise; situated at Village Sanamadi, Tal-Jat Dist-Sangali,

And

All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Grampanchayat Sanamadi, the Property about 02 H. 57 R out of Gat No. 156/1, area admeasuring 93 H. 42 R. + P.K. 1H. 02 R., totally admeasuring about 94 H. 44 R. assessed for Rs. 16=72 Paise; situated at Village Sanamadi, Tal-Jat Dist-Sangali. The purchaser has purchased the said area admeasuring 02 H, 57 R, out of Gat No. 156/1 as per Wind Power Project Location Nos.S-11, S-05 and S-1.

And

All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Grampanchayat Sanamadi, the Property about 02 H. 16 R out of Gat No. 155, area admeasuring 95 H. 88 R. + P.K. 2 H. 60 R., totally admeasuring about 98 H. 48 R. assessed for Rs. 17=19 Paise; situated at Village Sanamadi, Tal-Jat Dist-Sangali. The purchaser has purchased the said area admeasuring 02 H, 16 R, out of Gat No. 155 as per Wind Power Project Location Nos. S-11, S-7 and S-4.

And

All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Grampanchayat Sanamadi, the Property about 02 H. 66 R out of Gat No. 156/2, area admeasuring 67 H. 38 R. + P.K. 0 H. 29 R., totally admeasuring about 67 H. 67 R. assessed for Rs. 12=12 Paise; situated at Village Sanamadi, Tal-Jat Dist-Sangali. The purchaser has purchased the said area admeasuring 02 H, 66 R, out of Gat No. 156/2 as per Wind Power Project Location Nos. S-8, S-9 and S-10

And

All that piece and parcel of property in Registration Division and District Sangali, Sub-Division and Taluka Jat within limits of Grampanchayat Sanamadi, the Property about 01 H. 10 R out of Gat No. 504, totally admeasuring about 4 H. 40 R. assessed for Rs. 00=78 Paise; situated at Village Karajanagi, Tal-Jat Dist-Sangali.

Four no. of 1000 KW Wind Electric Generators in Location No. S-01, S-04, S-22 & S-16 at Gat No. 155, 156/1, 156/2 of Village – Karajanagi, Tal – Jath, Dist. Sangli.

together with all buildings, structures, erections etc. constructed and/or to be constructed thereon and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth/fixtures and fittings erected/installed or to be erected/installed thereon and every part thereof both present and future.

$\frac{Description\ of\ Movable\ Properties}{Schedule\ C}$

The whole of the movables properties of Borrower Company, both present and future, wherever situated pertaining to 19MW (14 MW commissioned and 5 MW machines are lying) Project at Village Vaspet, Jath, District Sangli, in the State of Maharashtra (Project No. 1987), and wherever elsewhere including its movables plant and machinery, machinery spares, tools and accessories and other movables, both present and future whether installed and or not, and whether now lying loose or in cases or which now lying or stored in or about or shall hereafter from time to time during the continuance of security of these presents be brought into or upon or be stored or be in all or about all the Borrower's factories, Wind Farm Projects, premises and godowns wherever the same may be or be held by and party to the order disposition of the Borrower.

The original Owner/mortgagor whose property is being sold shall take note of it and make efforts from their end in realizing fair market price of the property. IREDA will be free to auction the property at the best viable price.

Inspection of the aforesaid property can be done on 26.07.2021. For further details, if any, please contact the Authorized Officer, IREDA, Core-4A, East Court, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi -110003 and at IREDA Branch office at Hyderabad i.e. # 5-9-21, Ground Floor, Jeevan Prakash (LIC Building) Opposite Secretariat, Saifabad, Hyderabad-500063, Telangana.

Terms and Conditions

- 1. Bidders are required to comply with KYC norms and provide self-attested KYC documents at the time of depositing EMD (earnest money deposit) amount. The genuinity of the KYC documents is the sole responsibility of the bidder.
- 2. The successful bidder shall bear the stamp duties, charges including those of sale certificate, registration charges, all statutory dues payable to government, taxes and rates and outgoing, both existing and future relating to the properties.
- 3. The sale certificate will be issued in the name of the successful bidder only and for the successful bid amount as sale consideration, after payment of the entire successful bid amount/closing bid amount and other charges if any.
- 4. The property is sold in "AS IS WHERE IS", "AS IS WHAT IS" "WHATEVER THERE IS" AND "WITHOUT RECOURSE BASIS" in all respects. The intending bidders should make enquiry as regards any claim, charges/encumbrances on the

properties, of any authority, besides IREDA's charges and should satisfy themselves about the title, extent, quality and quantity of the property before submitting their bid. For any discrepancy in the property the participating bidder is solely responsible for all future recourses from the date of submission of bid.

- 5. No claim of whatsoever nature regarding the property put for sale, charges/encumbrances over the property or on any other matter etc. will be entertained after submission of the bid/confirmation of sale.
- 6. The Authorized officer/IREDA will not be responsible for any charge, lien, encumbrance, property tax dues, electricity dues etc. or any other dues to the Government, local authority or anybody, in respect of the property under sale.
- 7. Prospective bidders are advised to peruse the copies of title deed and also carry out their own inquires to satisfy themselves regarding title to the property, marketability, right, interest, encumbrances, dues if any, over the property.
- 8. The Authorized officer has the absolute right and discretion to accept or reject any bid or adjourn/postpone/cancel the sale or add/delete/change any of the terms and conditions of this sale at any time without prior notice to the owner, bidder, public etc. and without assigning any reason.

Sd/-A. Chandra Shekhar Authorized Officer, IREDA Mob-9866245202 E-mail: chandra@ireda.in