

**THE TERMS AND CONDITIONS OF SALE:**

**Properties will be sold on ‘AS IS WHERE IS’, ‘AS IS WHAT IS’ AND ‘WHATEVER THERE IS’ Basis:**

1	Name and address of the Borrower/ Mortgagor	<b>The Liquidator, M/s. Thrive Solar Energy Pvt. Ltd., (In Liquidation), Regd. Office: Plot No.38/B, IDA, Phase-I, Cherlapally, Hyderabad- 500 051.</b>
2	Name and address of the Guarantors/Mortgagors	<b>(1) Mr.Bodavala Ranganayakulu, S/o Venkata Subba Rao, H.No.8-3-229/W/11,Women’s Co-operative Society, Venkatagiri, Yousufguda, Hyderabad – 500 045. 2) Mr.Chandu Sombabu,S/o C.V.Sagar, Flat No.507, Sai Thirumala Delux Homes, Street No.9, Tarnaka, Secunderabad - 500 017. Also At: Flat No.543915, Pine Block, Indu Fortune Fields, Phase-13, Kukatpally, Hyderabad -500 072. 3) Mr.Kadiyala Dhanunjaya, S/o Thyagarayudu, Plot No.98, 1<sup>st</sup> Floor, Road 4s, Bhavani nagar Colony, Kapra, Hyderabad – 500 062. Also At: Flat No.401, Gk Rishita Elite, Palle Paradise, Kapra, ECIL Post, Hyderabad –62.</b>
3	Name and address of Branch, the Secured Creditor	<b>State Bank of India, SAM Branch-II, 1<sup>st</sup> Floor, D. No.3-4-1013/A, 1<sup>st</sup> Floor, CAC,TSRTC Bus Station, Kacheguda, Hyderabad – 500 027.</b>
4	Description of the secured assets to be sold.	<b><u>[(A) Movable &amp; (B) Immovable Assets]:</u></b> <b><u>(A) Movable Assets:</u></b> 1. Plant & Machineries and all other fixed assets including furniture & fixtures and all other miscellaneous assets in the nature of scrap acquired by the company out of Bank finance or otherwise held at its factory at Plot No.38/B, IDA, Phase-I, Cherlapally, Hyderabad.  2. All that the stock/stores/spares etc., in the nature of scrap stored in the factory at Plot No.38/B, IDA, Phase-I, Cherlapally, Hyderabad.  3. Toyota make Camry car, model 2007 in the nature of scrap lying in the factory at Plot No.38/B, IDA, Phase-I, Cherlapally, Hyderabad.  <b><u>(B) Immovable Asset:</u></b>  All that piece and parcel of Factory land and Building situated in Plot No.38/B/Part, in Survey No.35, with extent of land 1511 Sq.yards or 1263 Sq.Mts situated at IDA, Cherlapally Village, Ghatkesar Mandal, under Kapra Municipality, Ranga Reddy District Regisred vide Sale Deed Doc. No. 5226/2013 dated 22.04.2013 in favour of M/S Thrive Energy Technologies Pvt Ltd.(Presently M/S Thrive Solar Energy Pvt Ltd) and bounded by: North: 60 feet Road; South:Plot No.38; East: Plot No.38/C and West: Plot No.38/A.

**Reserve prices mentioned below:**

**List of Plant & Machineries (in the nature of scrap):**

Sl. No.	Name of the Machine
1.	125KVA Generator
2.	160 KVA Transformer with DP
3.	Rotary Screw Air Compressor-Kirloskar
4.	Passenger Lift (Ground +3 Upper floors)
5.	Screen Printing Machines
6.	Power Drilling machines
8.	Electronic Weighing Scale – 300kg cal
9.	Semi Conductors Laser Scribbing
11.	Solar Cell Tester - Autosys
12.	Hydraulic Power Press - Swathi
13.	Welding Machine - Tornado
14.	Hand Press - Dhawan
15.	Reflow Oven for PCB Assembly
16.	Strapping Machine
17.	Film Wrapping machine
18.	Module Tester - Yingkou
19.	Laminator – IIBY501
20.	Pick & Placement Machine –My Data Select
21.	Framing and Locking Machine - Yingkou
22.	Aluminium Angle Cutter
23.	Plastic Granules Cutting Machine - Hitachi
24.	Mobile Hoist Crane – I Ton
25.	Hand Moulding Machine - Ganesh
26.	Temperature Oven - Sicheng Electro
27.	Stainless Steel Cart
28.	Stainless Steel Trays
29.	Grinder - Local
30.	Pipe Bending Machine - Local
31.	Solar Power plant x panels (1) –Thrive Soalar-2sets
32.	Laser Cell Cutting Machine - Hitachi
33.	Solar Panel Holding Stagers - Local
34.	Hydraulic Fort Lift & Pallet Truck - Local
35.	High Frequency spot welding Machine – JX-0868
36.	Injection Moulding machine - JITD100/380
37.	Pillar Drilling Machine 13mm
38.	Old Dyes
39.	Miscellaneous Assets

**Reserve Price: Rs.0.62 Crore.**

**Furniture & Fixtures and Miscellaneous assets (in the nature of scrap)**

**Reserve Price: Rs.0.03 Crore.**

		<p><b>Stocks/Stores/Spares etc., (in the nature of scrap)</b></p> <p><b>Reserve Price: Rs.0.09 Crore.</b></p> <p><b>Description of Car (in the nature of scrap):</b></p> <table border="1"> <tr> <td>1.</td> <td>Toyota make Camry car, model 2007 lying in the factory at Plot No.38/B, IDA, Phase-I, Cherlapally, Hyderabad. Regn No.AP09BJ2007.</td> </tr> </table> <p><b>Reserve Price: Rs.0.03 Crore.</b></p> <p><b>(B) Immovable Asset:</b> All that piece and parcel of Factory land and Building situated in Plot No.38/B/Part, in Survey No.35, with extent of land 1511 Sq.yards or 1263 Sq.Mts situated at IDA, Cherlapally Village, Ghatkesar Mandal, under Kapra Municipality, Ranga Reddy District Registered vide Sale Deed Doc. No. 5226/2013 dated 22.04.2013 in favour of M/S Thrive Energy Technologies Pvt Ltd.(Presently M/S Thrive Solar Energy Pvt Ltd) and bounded by: North: 60 feet Road; South:Plot No.38; East: Plot No.38/C and West: Plot No.38/A.</p> <p><b>Reserve Price: Rs.4.31 Crore.</b></p> <p><b>Combined Reserve Price: Rs. 5.08 Crore EMD: Rs.50,80,000/- [Both (A) and (B) together (movable &amp; immovable assets) and will be sold as single lot. Separate Reserve Price is indicated for TDS and GST purposes]</b></p>	1.	Toyota make Camry car, model 2007 lying in the factory at Plot No.38/B, IDA, Phase-I, Cherlapally, Hyderabad. Regn No.AP09BJ2007.
1.	Toyota make Camry car, model 2007 lying in the factory at Plot No.38/B, IDA, Phase-I, Cherlapally, Hyderabad. Regn No.AP09BJ2007.			
5	Details of the encumbrances known to the secured creditor.	Nil		
6	The secured debt for recovery of which the property is to be sold	<b>Rs. 32,05,88,155.00 (Rupees Thirty Two Crore Five Lakh Eighty Eight Thousand One Hundred Fifty Five Only)</b> as on <b>19.07.2019</b> and further interest at contractual rate from <b>20.07.2019</b> with incidental expenses, costs, charges etc		
7	Deposit of earnest money	<b>EMD: Rs.50,80,000/-</b> being the 10% of Reserve price to be remitted by RTGS / NEFT to the Bank account or Demand Draft drawn in favour of 'SBI SAMB-II EMD Account from any branch of any Nationalised or Scheduled Bank		
8	Reserve price of the secured assets:  <b>Bank account</b> in which EMD to be remitted.  <b>Last Date and Time</b> within which EMD to be remitted:	Rs.5.08 Crore.  A/c No.: <b>35754767051</b> , IFSC: <b>SBIN0018539</b> A/c Name: SBI SAM Branch Office A/C (O/A No LIEN)  <b>Time: up to 4.00 p.m.</b> <b>Date: 09.10.2019</b>		
9	Time and manner of payment	The successful bidder shall deposit 25% of sale price, after adjusting the EMD already paid, immediately, i.e. on the same day or not later than next working day, as the case may be, after the acceptance of the offer by the Authorised Officer, failing which the earnest money deposited by the bidder shall be forfeited. The Balance 75% of the sale price is payable on or before the 15 <sup>th</sup> day of confirmation of sale of the secured asset.		

10	Time and place of public e-Auction or time after which sale by any other mode shall be completed.	<b>Date: 11.10.2019</b> <b>Time: 60 Minutes:</b> From 11.00 A.M to 12.00 Noon, with unlimited extension of five minutes for each bid, if the bid continues, till the sale is concluded.
11	The e-Auction will be conducted through the Bank's approved service provider. e-Auction tender documents containing e-Auction bid form, declaration etc., are available in the website of the service provider as mentioned above	<b>M/s. C1 India Pvt. Ltd.,</b> C -104, Sector -2, Noida -201301 (UP), Help Line No. +91 -120-4888888, Mr Gangadhar Naik- +91 - 9900711744, Help Line: e-mail ID: support@bankeauctions.com, or at their web portal <a href="https://www.bankeauctions.com/Sbi">https://www.bankeauctions.com/Sbi</a> .
12	(i) Bid increment amount:  (ii)Auto extension: _____ times. (limited / unlimited)	Rs.2,00,000/-  Unlimited extensions of 5 minutes each
13	<b>Date and Time</b> during which inspection of the immovable secured assets to be sold and intending bidders should satisfy themselves about the assets and their specification. Contact person with mobile number	<b>from 01.10.2019 to 06.10.2019 between 11.00 am to 4.00 pm with prior appointment</b>  Authorised Officer: Shri. C.Prakash Reddy - 9480841599
14	Terms & Conditions of e-Auction Sale.	<ol style="list-style-type: none"> <li>1. E-Auction sale of Hypothecated/Mortgaged/Charged Properties (movables &amp; immovable) is being held on “<b>AS IS WHERE IS</b>”, “<b>AS IS WHAT IS</b>” and “<b>WHATEVER THERE IS</b>” basis and will be conducted “Online”. The auction will be conducted through the State Bank of India's approved service provider <b>M/s. C1 India Pvt. Ltd.</b>, at their web portal <a href="https://www.bankeauctions.com/Sbi">https://www.bankeauctions.com/Sbi</a>. E-Auction Tender Document containing online e-auction Bid Application, Declaration, General Terms and Conditions of online auction sale are available in <a href="https://www.bankeauctions.com/Sbi">https://www.bankeauctions.com/Sbi</a></li> <li>2. <b>The Bank/Authorised Officer has taken Physical possession of the properties put on sale.</b></li> <li>3. <b>Both movable and immovable assets will be sold as single lot. Separate Reserve Price for movable &amp; immovable assets is indicated for TDS and GST purposes and intending buyers shall submit a single bid for both the assets together in respect of Property No.(1).</b></li> <li>4. To the best of knowledge and information of the Authorised Officer, there is no encumbrance on the properties. However, the intending</li> </ol>

		<p>bidders should make their own independent enquiries regarding the encumbrances, title of properties put on auction, approved /sanctioned plan from appropriate statutory authority and claims/rights/dues affecting the properties, prior to submitting their bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Bank. The properties are being sold with all the existing and future encumbrances whether known or unknown to the Bank. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third-party claims/rights/dues. <b>It shall be the responsibilities of the interested bidders to inspect and satisfy themselves about the properties before submission of the bid(s). It shall be deemed that the intending bidders have done their own due diligence before submitting the tender. No conditional bid will be accepted.</b> The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.</p> <p>5. The intending purchasers / bidders are required to deposit EMD amount either through NEFT/ RTGS Transfer or online Transfer into the <b>Account No.35754767051 in favour of ‘SBI SAMB BRANCH OFFICE A/C (O/A NO LIEN) at State Bank of India, SAM BRANCH-II, HYDERABAD, Branch Code:18359, IFS Code: SBIN0018359.</b> Copy of the supportive documents like challan/ receipt should be attached to the Bid Application.</p> <p>6. The e-Auction/bidding of the above properties would be conducted exactly on the scheduled Date &amp; Time by way of inter-se bidding amongst the bidders. The bidders shall improve their offer in multiples of the amount mentioned under the column “Bid Increment Amount”. At the commencement of Auction a minimum of one bid should be placed by the bidder. In case bid is placed in the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes. The bidder who submits the highest bid amount (not below the Reserve Price) on closure of e-Auction process shall be declared as a Successful Bidder and a communication to that effect will be issued which shall be subject to approval by the Authorised Officer/ Secured Creditor.</p> <p>7. The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded without any interest. The Earnest Money Deposit shall not bear any interest. The successful bidder shall have to deposit 25% of the sale price, including EMD amount which is already deposited, immediately on acceptance of bid price by the Authorised Officer i.e. before closure of business hours on the same day or not later than next working day and the balance 75% of the sale price on or before 15<sup>th</sup> day from confirmation of sale, default in deposit of any of the abovementioned amount(s) within the period stipulated herein by the successful bidder would entail forfeiture of the entire money already deposited and Properties shall be put to auction again and the defaulting bidder shall have no claim/ right in respect of Properties/ amount deposited.</p> <p>8. The prospective qualified bidders may avail online training on e-Auction from M/s. C1 India Pvt. Ltd., C -104, Sector -2, Noida -201 301 (UP), Help Line No. +91 -120-4888888, +91 -9900711744, Help Line e –mail ID: support@bankeauctions.com prior to the date of e-</p>
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UTR number along with Request letter for participation in the e-Auction, self-attested copies of (i) Proof of Identification(KYC) Viz ID card/Driving Licence/Passport etc., (ii) Current Address -proof of communication, (iii) PAN card of the bidder (iv) Valid e-mail ID (v) Contact number(mobile/Land line of the bidder etc.) to the Authorised Officer of State Bank of India, Stressed Assets Management Branch-II, 1<sup>st</sup> Floor, D. No.3-4-1013/A, 1<sup>st</sup> Floor, CAC,TSRTC Bus Station, Kacheguda, Hyderabad by **09.10.2019 up to 4.00 P.M.** In case of joint bidders, an authorization letter signed by all the bidders authorizing actual bidder (one among them who is holding a valid Digital Signature Certificate) to submit and participate in the bid on their behalf should be attached to the bid form. Similarly, in case the bidder is a company/LLP, a copy of the resolution passed by the Board of Directors authorizing the actual bidder, who is holding a valid Digital Signature, to submit and participate in the bid on its behalf should be attached. In case of Partnership/AOP/Trust, a letter of authorization in favour of a person authorizing him (who is holding a valid Digital Signature Certificate) to submit and participate in the bid on their behalf should be attached to the bid form. **The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.**

17. Names of the Eligible Bidders will be identified by State Bank of India, SAMB-II, Kachiguda, Hyderabad, to participate in online e-auction on the portal <https://www.bankeauctions.com/Sbi>. M/s. C1 India Pvt. Ltd., C -104, Sector -2, Noida -201301 (UP), Help Line No. +91 -120-4888888, Mr B.M.Gandhi- +91 – 9700333933, Help Line e-mail ID: support@bankeauctions.com, telangana@c1india.com, will provide User ID & Password after due verification of PAN of the Eligible Bidders.
18. During e-Auction, if no bid is received within the specified time, State Bank of India at its discretion may decide to revise opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
19. The Bank / service provider for e-Auction shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the causes.
20. The bidders are required to submit acceptance of the terms & conditions and modalities of e-Auction adopted by the service provider, before participating in the e- Auction.
21. The bid once submitted by the bidder, cannot be cancelled/withdrawn and the bidder shall be bound to buy the property at the final bid price. The failure on the part of bidder to comply with any of the terms and conditions of e-Auction, mentioned herein will result in forfeiture of the amount paid by the defaulting bidder.
22. Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.
23. The Authorised Officer shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.

		<p>24. The EMD of the unsuccessful bidder will be refunded to their respective Account Numbers shared with the Bank. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).</p> <p>25. The Authorised Officer is not bound to accept the highest offer and the Authorised officer has absolute right to accept or reject any or all offer(s) or adjourn / postpone / cancel the e-Auction without assigning any reason thereof. The sale is subject to confirmation by the Secured Creditor.</p> <p>26. The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, Registration expenses, GST, fees etc. for transfer of the property in its/his/her name. The GST is payable at applicable rates as indicated by the Bank on Plant &amp; Machinery, Stocks/stores/spares etc and the car. The bidder shall note that the invoices (original/copies) in respect of Plant &amp; Machinery, Stocks/stores/spares etc and the car are not available with the Bank.</p> <p>27. The payment of all statutory / non- statutory dues, taxes, rates, assessments, charges, fees etc., owing to anybody shall be the sole responsibility of successful bidder only.</p> <p>28. 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 the Authorised Officer shall be final. In such an eventuality, the Bank 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 the Bank. For any kind of dispute, bidders are required to contact the concerned Authorised Officer of the concerned bank branch only.</p>
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**Place: Hyderabad.**

**Sd/  
Authorised Officer**