

CFM ASSET RECONSTRUCTION PRIVATE LIMITED (CFM-ARC)

REGISTERED OFFICE: BLOCK NO. A/1003,
WEST GATE, NEAR YMCA CLUB, SUR NO.
835/1+3, S. G. HIGHWAY, MAKARBA,
AHMEDABAD – 380051.

CORPORATE OFFICE: 1ST FLOOR, WAKEFIELD
HOUSE, SPROTT ROAD, BALLARD ESTATE,
MUMBAI-400038.

EMAIL: sapna.desai@cfmarc.in

/tejas.joshi@cfmarc.in

CONTACT: 8879890250/8976862751



CFM

Auction Sale Notice under SARFAESI ACT 2002

Sale of immovable assets under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as the Act).

Notice is hereby given to the public in general and to the Borrower/s and Guarantor/s in particular that the under mentioned property was mortgaged to IndusInd Bank Limited and subsequently, the dues of the below mentioned borrower along with underlying security interest were assigned in favour of CFM Asset Reconstruction Private Limited acting in capacity as a Trustee of CFMARC Trust -5 IndusInd Bank (hereinafter referred to as "CFM Asset Reconstruction Private Limited") by IndusInd Bank Limited vide Assignment Agreement dated 01st October, 2020. Physical possession of under mentioned property had been taken by the Authorised Officer on 02/05/2022 of the CFM Asset Reconstruction Private Limited under S. 13(4) of the Act will be sold by E- Auction as mentioned below for recovery of under mentioned dues and applicable interest, charges and costs etc. as detailed below. The property described below is being sold on "As is where basis", "is as is what is basis", whatever is there is basis" and "No recourse Basis" on **15th December, 2022** under the rule no. 8 & 9 of the Security Interest (Enforcement) Rules (hereinafter referred to as the rules) for the recovery of the dues detailed as under:

Details of Borrowers / Guarantors	M/s Maitree Associates and the guarantors, Mr. Ranjit Singh Juneja (Since Deceased) and Mrs. Jyoti Ranjit Juneja.
Total Amount Due as per Demand Notice dated 11-09-2019	Rs. 9,80,70,490.45 (Rupees Nine Crores Eighty Lakhs Seventy Thousand Four Hundred Ninety and Paise Forty-Five Only)
Nature of Possession	Physical Possession
Details of encumbrances over the property, as known to the Bank	NIL encumbrances over the property, as known to the Bank.



Lot No	Description of secured assets	Reserve Price	EMD
I.	Property No. 1: All that piece and parcels of Office No 112, area admeasuring 1104 Sq. Ft. BUA i.e., 849.23 Sq. Ft Carpet, on the first floor in the building known as "Runwal Diamond" constructed on Survey No 23, Hissa No 10, Situated at Village: Mohmadwadi, Tal: Haveli, Dist: Pune.	INR 71,53,000/- [Rupees Seventy-One lakhs Fifty-Three Thousand Only]	INR 7,15,300/- [Rupees Seven Lakhs Fifteen Thousand Three Hundred Only]
II.	Property No. 2: All that piece and parcels of Showroom No 03, area admeasuring 849 Sq. Ft. i.e. 78.87 Sq. Mtrs Carpet + loft admeasuring 419 Sq. Ft. i.e. 38.92 Sq. Mtrs, on the ground floor in the commercial building known as "Bizz-Bays Apartments" plus car park No 9,10,11 and 12, constructed on Survey No 29/1/1, 29/1/2, 29/1/3, 29/2, 29/3, 29/4, 29/5 and 29/6, Situated at Village: Kondhwa Khurd, Tal: Haveli, Dist: Pune.	INR 2,12,54,000/- [Rupees Two Crore Twelve Lakhs Fifty-Four Thousand Only]	INR 21,25,400.00 [Rupees Twenty-One Lakhs Twenty-Five Thousand Four Hundred Only]
III.	Property No. 3: Flat No. 201 and 204 (Joint), each having Carpet Area of 1278 sq ft i.e., total 2556 sq ft. 2 nd Floor, Florendale Wing A3, Nyati Grandeur CHS Ltd , Survey No. 13/1, (old survey No. 12), along with Car parking SP No-9 admsg 100 Sq ft, Undri, Pune - 411060	INR 1,70,47,000/- [Rupees One Crore Seventy Lakhs Forty-Seven Thousand Only]	INR 17,04,700.00 [Rupees Seventeen Lakhs Four Thousand Seven Hundred Only]

The details regarding Auction are mentioned below:

Date and time of Auction	15-Dec-22 from 11:30 AM to 12:30 PM onwards with unlimited extension of 5 minutes (i.e., time mentioned in sale notice or upto 5 minutes from last bid placed by any bidder, whichever is later.)
Online Auction Website	https://www.bankeauctions.com
Last date for submission of bids	14 th December, 2022 up to 05:00 PM
Minimum Bid Increment Amount	Rs. 1,00,000/- (Rupee One Lakh Only)
Date and time of inspection of property for intending purchasers	Lot No1: - 9 th December, 2022 between 10.00 AM to 11.00 AM. Lot No2: 9 th December, 2022 between 11.30 AM to 12:30 AM and Lot No3: - 9 th December, 2022 between 02.00 PM to 03.00 PM. Prior intimation of 48 hours required before coming for inspection.
Contact details Authorised Officer	Mr. Tejas Joshi (8976862751) Mrs. Sapna Desai (8879890250) Email: tejas.joshi@cfmarc.in sapna.desai@cfmarc.in



The details regarding E Auction are mentioned below:

Name of Auction Agency	M/s. C1 India Private Limited
Address	No.1502, 15th Floor, Ambadeep Building, 14 K.G. Marg, New Delhi - 110001
Contact Persons	Mr. Hareesh Gowda, Contact No. +91 95945 97555
Help Line Nos.	0124-4302020 / 21 / 22, +91 7291981124 / 1125 / 1126
Email address	support@bankeauctions.com
Website Address	https://www.bankeauctions.com

TERMS & CONDITIONS:

1. The Auction sale is being conducted by Authorised Officer under the provisions of SARFAESI Act with the aid through e-auction. Action/Bidding shall be only through "Online Electronic Mode" through the website <https://www.bankeauctions.com>. M/s. C1 India Private Limited is the service provider to arrange platform for e-auction.
2. The auction is conducted as per the further Terms and Conditions of the Bid Document and as per the procedure set out therein. Bidders may go through the website of CFM Asset Reconstruction Pvt Ltd., <https://www.cfmarc.in/> and website of the service provider, <https://www.bankeauctions.com> for bid documents and details of the secured assets put up for auction/obtaining the bid form.

Bids shall be submitted online only in the prescribed format with relevant details. For details, please contact above persons of M/s M/s. C1 India Private Limited on <https://www.bankeauctions.com> ; Contact Person Mr. Hareesh Gowda, Contact No. +91 95945 97555 Email Id: support@bankeauctions.com ; hareesh.gowda@c1india.com . before submitting bids.

3. Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT/Fund Transfer to the credit of

Account Holder	CFMARC Trust -5 IndusInd Bank
Account Number	201004393833
Bank	IndusInd Bank
Branch	Opera House Branch
IFSC	INDB0000001

4. The intending bidders should also submit a copy of the bid form submitted 'online' along with the UTR no. of NEFT/RTGS remittance towards EMD in a sealed cover addressed to the Authorised Officer, CFM Asset Reconstruction Private Limited Corporate Office:1st Flr, Wakefield House, Sprott Road, Ballard Estate, Mumbai - 400038 so as to reach the same **on or before 14th December,2022 at 05.00 pm**. The sealed cover should be super scribed with "Bid for participating in E-Auction Sale – in the A/c of M/s Maitree Associates.
5. On compliance with the above, the bidders shall be provided with the facility of online participation in the inter se auction bidding. Online bidding will take place at the website of <https://www.bankeauctions.com> and shall be subject to the terms and conditions mentioned herein as well as those given in the bid document. Further the sale shall be in accordance with the SARFAESI Act/Rules.
6. No person other than the intending bidder themselves, or their duly authorized agent shall be allowed to participate in the E-Auction.
7. The intending participants of the E-Auction may download copies of sale notice, terms and conditions of E-



auction, help manual on operational part of E-Auction and process compliance form related to this e-auction from the above-mentioned website of service provider i.e., <https://www.bankeauctions.com>. For the purpose of participation in e-auction, the intending bidders must have an active e-mail ID and PAN Number.

8. It is the sole responsibility of the bidder to obtain the computer terminal system with internet connection to enable him/her to participate in the bidding. Any issue with regard to connectivity during the course of the bidding online shall be the sole responsibility of the bidder and no claim in this regard shall be entertained by the Bank/ ARC or the E-auction Service Provider.
9. Bidders are required to comply with KYC norms and provide self-attested KYC documents online as well as offline. The genuinity of the KYC documents is the sole responsibility of the bidder.
10. Offers that are not duly filled up or offers not accompanied by the EMD or offers received after the above date and time prescribed herein will not be considered / treated as valid offers, and accordingly shall be rejected.
11. After expiry of the last date of submission of bids with EMD, Authorised officer shall examine the bids received by him and confirm the details of the qualified bidders (who have quoted their bids on and above the reserve price and paid the stipulated EMD with the Bank/ ARC along with other factors like valid KYC etc.) to the service provider <https://www.bankeauctions.com> to enable them to allow only those bidders to participate in the online inter se bidding/auction proceedings at the date and time mentioned in E – Auction Sale notice.
12. Auction will be scheduled for an initial period of 60 minutes followed by unlimited extension of 5 minutes each viz. the auction will run for 60 minutes first and in case there is a valid bid received within last 5 minutes, the auction will get extended for another 5 minutes. The process will continue until there are no valid bids during last 5 minutes.
13. In no eventuality the property would be sold below the Reserve Price.
14. The property shall be sold to highest bidder, subject to acceptance of the bid by the secured creditor.
15. The successful applicant declared through the process of e-auction shall deposit 10% of the Purchase amount (inclusive of EMD), immediately on closure of the E-auction sale proceedings through the mode of payment mentioned in Clause (4). The successful bidder is advised to note the business hours of the Bank to avoid technical issues/default.
16. The balance amount of the purchase money shall be paid to the Authorized Officer of CFM Asset Reconstruction Pvt Ltd. on or **before 15th day** from the date of E-Auction or such extended period as agreed upon in writing by the Authorized Officer. In case of any default of respective payment within the stipulated period, the sale will automatically stand revoked and the entire deposit made by the bidder together with the earnest money shall be forfeited without any notice and the property shall be resold. The defaulting bidder shall not have any recourse/claim against the Bank/Authorised Officer.
17. The EMD of the unsuccessful bidders will be returned on the closure of the E-auction sale proceedings without interest within 7 working days.
18. 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.
19. 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.
20. The defaulting purchaser/bidder shall forfeit all claims to the property or to any part of the sum for which




it may be subsequently sold.

21. The property is sold in "AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS" in all respects and subject to statutory dues if any. The intending bidders should make discrete enquiry as regards any claim, charges/encumbrances on the properties, of any authority, besides the Bank'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.
22. 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.
23. The Authorized Officer/Bank 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.
24. Prospective bidders are advised to peruse the copies of title deed, if any available with the Secured Creditor and also carry out their own inquiries to satisfy themselves regarding title to the property, marketability, right, interest, encumbrances, dues if any, over the property. It is the sole responsibility of the prospective buyer and no claim against the bank /ARC will be entertained.
25. 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.
26. The E-Auction sale is subject to the confirmation by the Secured Creditor/Bank. If the borrower/guarantor pays the amount due to the Bank/ ARC in full before date of sale, no sale will be conducted. The successful bidder shall not have claim in this regard and cancellation of the sale/auction is at the discretion of the Bank/Authorised Officer.
27. CFM Asset Reconstruction Pvt Ltd. has appointed M/s C1 India Private Limited as a service provider who will assist the undersigned in conducting the auction.
28. Prospective bidders may avail online training on e-Auction from M/s. C1 India Private Limited on <https://www.bankeauctions.com>; Contact Person Mr. Hareesh Gowda, Contact No. +91 95945 97555
29. The intending purchasers can inspect the property with prior appointment at his/her expenses on the time and date mentioned above. For inspection of the properties please contact the Authorised Officers Mr. Tejas Joshi (8976862751) Email: tejas.joshi@cfmarc.in and Mrs. Sapna Desai (8879890250) Email: sapna.desai@cfmarc.in. The particulars specified in the Description of property have been stated to the best of information of secured creditor and the secured creditor will not be responsible for any error, misstatement or omission.
30. The submission of the bids shall deem that the Intending Bidders have taken all precautions and satisfied themselves with respect to the conditions of the secured assets and the terms and conditions of the auction. It shall not be open for the Intending Bidders to raise any issue after having submitted the bids and/or participated in the sale proceedings.

Date: 01-Dec-22

Place: Mumbai



Authorized Officer
CFM Asset Reconstruction Pvt Ltd.
(Acting as Trustee of CFM Trust - 5 IndusInd Bank)



TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

- 1) The Online Bids shall be submitted at website <https://www.bankeauctions.com> as per schedule given therein.
- 2) Bids in the prescribed formats given in the Tender Document shall be submitted "online" through the portal of <https://www.bankeauctions.com>. Bids submitted otherwise shall not be eligible for consideration. Bid should be along with scanned copies of Photo ID, preferably PAN Card and address proof documents, mentioning UTR number/ DD i.e., supportive evidence for submitting Aggregate EMD amount.
- 3) Physical DD can be submitted to Mumbai office along-with KYC once bid form is submitted online.
- 4) Intending bidders may avail training for online bidding from M/s. C1 India Private Limited, Address: Pot No.1502, 15th Floor, Ambadeep Building, 14, K.G. Marg, New Delhi – 110 001, Mr. Hareesh Gowda, Contact No. +91 95945 97555f, Email address: support@bankeauctions.com and Help line No. 0124-4302020 / 21 / 22, +91 7291981124 / 1125 / 1126.

The details regarding E Auction Provider are mentioned below:

Name of Auction Agency	M/s. C1 India Private Limited
Address	No.1502, 15th Floor, Ambadeep Building, 14 K.G. Marg, New Delhi - 110001
Contact Persons	Mr. Hareesh Gowda, Contact No. +91 95945 97555
Help Line Nos.	0124-4302020 / 21 / 22, +91 7291981124 / 1125 / 1126
Email address	support@bankeauctions.com
Website Address	https://www.bankeauctions.com

- 5) The intending bidder should bid for entire immovable property. Bid for part of property or without the Aggregate EMD shall be rejected.
- 6) The person deputed for inspection by the prospective offeror should carry with him appropriate authorization on the letterhead of the organization he/she represents, failing which inspection may be refused.
- 7) Offers not accompanied with Aggregate EMD shall be treated as invalid. The Aggregate EMD of unsuccessful bidders shall be refunded within fifteen days from the date of e-auction. The offeror will not be entitled to claim any interest, if the refund of Aggregate EMD is delayed beyond the said period for any reason whatsoever.
- 8) The Said Property(ies) shall be sold at a price not less than the Aggregate Reserve Price mentioned hereinabove.



ONLINE BID DOCUMENT

(To be filled online in website <https://www.bankeauctions.com>)

In the matter of sale of secured immovable and movable property(ies) of **M/s. Maitree Associates**

PARTICULARS OF THE OFFEROR/BIDDER:

- 1) Name of the Offeror/Bidder: _____
- 2) Constitution of the Offeror/ Bidder: _____
- 3) Postal Address of the Offeror/Bidder: _____

- 4) Telephone Nos. (O) _____ (R) _____
(Mobile) _____ (E-Mail) _____
- 5) Document of proof of identity (tick whichever is being attached):
 - a. Driving License Number _____
 - b. PAN Card Number _____
 - c. Voter Identity Card Number _____
 - d. Passport Number _____
 - e. Certificate of Incorporation Number _____
 - f. Partnership Agreement details _____
- 6) Aggregate EMD Remittance details
 - a. Date of remittance _____
 - b. Name of Bank _____
 - c. Branch Name _____
 - d. Bank Account No. _____
 - e. IFSC Code No. _____
 - f. UTR No. _____

OR

 - a. Date of Demand draft _____
 - b. Name of the Issuing Bank _____
- 7) DETAILS OF THE OFFER/BID:
Price Offered: Rs. _____ (Amount in figures)
Rs. _____

(Amount in words)



DECLARATION BY BIDDER / OFFEROR

- (a) I/We, the Offeror/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the tender and public notice for sale in the matter of sale of secured immovable and movable properties of **M/s Maitree Associates** and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions.
- (b) I/We, the Offeror/s aforesaid do hereby confirm that I/We have taken inspection of the premises and I/We are satisfied with the condition of the same and I/We shall not claim any loss or reduction in the amount offered on account of any deviation in the details and description of the properties.
- (c) I/We further declare that I/We intend to purchase the above referred assets from the Authorized Officer of CFM-ARC for our own use/business and that the information revealed by me/us in the tender/offer in <https://www.bankeauctions.com> is true and correct. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the tender submitted by me/us in <https://www.bankeauctions.com> is liable to be cancelled and in such case the Aggregate Earnest Money Deposit paid by me/us is liable to be forfeited by CFM-ARC and CFM-ARC will be at liberty to annul the offer made to me/us at any point of time. I/We also agree that after my/our offer given in in my/our offer for purchase of the assets is accepted by CFM-ARC and I/we fail to accept or act upon the terms and conditions herein or am /are not able to complete the transaction within the time limit specified herein for any reason whatsoever and/or fail to fulfill any/all the terms & conditions herein, the Aggregate Earnest Money Deposit and any other monies paid by me/us along with the offer and thereafter, are liable to be forfeited by CFM-ARC and that CFM-ARC has also a right to proceed against me/us for specific performance of the contract, if so desired by CFM-ARC.

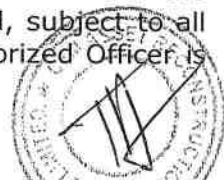
SIGNATURE



- 9) The entire procedure of conducting e-auction shall be at the exclusive discretion of the Authorized Officer and intending purchaser shall have no right to object to the same.
- 10) The bid amount can be **improved by Rs.100,000/- (Rupees One lakh only)** per bid with unlimited automated extensions of 5 minutes each in terms of the Tender Document.
- 11) The Said Properties shall be sold to the highest offeror. The highest offeror shall have to tender the KYC documents to the Authorised Officer for verification immediately. Post such verification, on confirmation of sale of the Said Properties, which shall be conveyed to the highest offeror, after following the process enumerated hereinabove, The successful offeror(s) will have to immediately, but not later than next working day, pay 25% of the sale price (after adjusting the Aggregate Earnest Money deposited) by way of Demand draft/ Pay order / Online payment (RTGS / NEFT) favouring CFM-ARC payable at Mumbai and the balance of 75% of the consideration shall be payable by the successful on or before the **fifteenth day** of the confirmation of the sale of the Said Properties, or such other time as may be agreed to between CFM-ARC and the successful offeror, subject to the sole discretion of CFM-ARC. In the event of any default in payment of any of these amounts, or if the sale is not completed by reason of any default on the part of the successful offeror, CFM-ARC in its absolute discretion, shall be entitled to forfeit all the moneys till then paid by the successful offeror and put up the assets in question for resale/disposal. Further, all costs, charges and expenses incurred by CFM-ARC on account of such resale shall be borne by such defaulting successful offeror who shall also be bound to make good any deficiency arising on such resale and he/she/they shall not be entitled to make any claim in the event of the assets realizing higher price on resale.
- 12) The offeror shall deduct and deposit with the concerned department/statutory body Tax Deducted at Source ("TDS"), as applicable under section 194-IA of the Income Tax Act, 1961. Such TDS shall be considered as part of the Offer made by the offeror.
- 13) The stamp duty, registration charges, cess, sales tax, Value Added Tax ("VAT") (if applicable), transfer charges, if any, and all other incidental costs, charges and expenses in connection with the sale of the aforesaid assets shall be borne by the purchaser/successful offeror.
- 14) Transfer of the Said Properties to the successful offeror shall be done by the Authorized Officer only upon payment of the entire bid consideration and other charges as per the terms contained herein.
- 15) As from the date of issuance of Sale Certificate, the purchaser shall hold the assets at his/her/their sole risk and cost as regards any loss or damage to the assets by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever and neither CFM-ARC nor the Authorized Officer shall be liable for any such loss or damages.
- 16) Presently there are no encumbrances known to CFM-ARC.
- 17) The Said Properties are offered for sale on **"AS IS WHERE IS AND AS IS WHAT IS BASIS"** basis. Neither CFM-ARC nor the Authorized Officer undertakes any responsibility to procure any permission/license etc. in respect of the Said Properties offered for sale hereinabove. The successful offeror will have to bear all outstanding dues including but not limited to water/electricity/service charges, transfer fees, electricity dues, society dues, dues of the Municipal Corporation/local authority dues, taxes including sales tax, VAT, GST or any other cess, duties, levies by whatever name it is called, if any, in respect of the Said Properties.
- 18) The offerors are advised in their own interest to verify the Said Properties as also the above and any other dues from the respective authorities to their satisfaction before submitting the offers.



- 19) The successful offeror shall be deemed to have purchased the Said Properties after complete satisfaction of title thereto and inspection thereof shall not be entitled to make any requisition or raise any objection as to the title or condition of the Said Properties or any part thereof.
- 20) The successful offeror shall, notwithstanding any discrepancy or variation in the names, quantities, survey numbers measurement, boundaries and abuttal as mentioned herein above or any public notice, accept the Said Properties purchased by it/him.
- 21) The offeror shall purchase the Said Properties in the same condition that the Said Properties exist on the date of sale. The date of sale shall mean, the date when the Authorized Officer accepts the offer of the successful offeror. From and after the date of issuance of Sale Certificate by the Authorized Officer, the same shall be at the sole and entire risk and costs and account of the successful offeror as regards any risk, injury, loss or damage thereto or any part thereof from any cause whatsoever. The successful offeror shall not make any requisition for repairs or otherwise and the obligations of carrying out such repairs shall be solely that of the successful offeror.
- 22) Conditional offers will be treated as invalid. Likewise, correspondence about any change in the offers will not be entertained. Any offeror who wishes to give a fresh offer for the Said Properties on or before the last date prescribed for submission of the offers contemplated herein, may file a fresh offer with appropriate Aggregate Earnest Money Deposit.
- 23) The successful offeror will be bound by the regulations of the local / any other authority, as applicable in regard to the use of the Said Properties along with its super structure, plant and machinery thereon, if being part of the Said Properties contemplated herein.
- 24) The successful offeror shall, notwithstanding any discrepancy or variation in the names, quantities, survey numbers measurement, boundaries and abutments as mentioned hereinabove, accept the Said Properties purchased by him/it/them.
- 25) If the dues of the existing charge-holders together with all costs, charges and expenses incurred by CFM-ARC are offered by or on behalf of the Borrower or guarantors at any time before the date of confirmation of sale, the Said Properties or part thereof, shall not be auctioned.
- 26) The offeror shall not be entitled to withdraw or cancel offer once submitted unless permitted by Authorized Officer. If the offeror withdraws or cancels the offer, the Aggregate EMD shall be liable to be forfeited and will also be liable to pay the Authorized Officer, the loss or damage suffered consequent upon withdrawing or canceling the offer. The assets in question will then be resold at the risk and consequences of the offeror.
- 27) On confirmation of sale by CFM-ARC and if the terms of payment have been complied with, the Authorised Officer exercising the power of sale shall issue Sale Certificate for immovable asset in favour of the purchaser/successful offeror in the form given in Appendix V of the provisions of the SARFAESI Act, 2002.
- 28) The sale certificate will be issued in the name of the purchaser(s) / Applicant(s) only and will not be issued in any other name(s).
- 29) The Authorized Officer is selling the Said Property(ies) pursuant to the powers derived from the SARFAESI Act. The Said Properties comprised in and forming part of the sale is sold, subject to all defects, faults, imperfections and errors of description latent or otherwise. The Authorized Officer is



not answerable for the correct description genuineness, veracity, authenticity of or any defects in the Said Properties and does not warrant any condition whatsoever pertaining to the same. The offerors should make their own enquiry about the same and satisfy themselves if there are any other encumbrances, reservations, acquisitions, charges, liens or defects affecting the title of the Said Properties. The offerors shall not be entitled to issue or raise any requisitions or objections to or upon the title. The offerors should make enquiries about the utility of the Said Properties put up for sale hereunder and no warranty or assurances of any kind is given by the Authorized Officer and/or CFM-ARC. The offerors shall be deemed to have undertaken a due diligence of the Said Properties and that the offerors are presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.

- 30) The Authorized Officer reserves his right to reject any or all offer/s without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the offeror or sell the assets through private negotiations with any of the offerors or any other party/parties or invite fresh offers. CFM-ARC's decision in this behalf shall be final & binding.
- 31) The Authorized Officer will be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in light of the facts & circumstances of the case.
- 32) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals in Mumbai only.
- 33) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the rules framed thereunder.
- 34) The amount of EMD can be deposited directly to following bank account:

Account Holder	CFMARC Trust -5 IndusInd Bank
Account Number	201004393833
Bank	IndusInd Bank
Branch	Opera House Branch
IFSC	INDB0000001

35) Other terms and conditions pertaining to e-auction:

- Auction/ bidding will be only online bidding through the portal provided by the service provider.
- In case of sole bidder/offeror, the sale may be deferred and the Said Properties may be brought for resale or otherwise sale will be deferred or cancelled.
- Bidders/Offerors are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the Aggregate EMD in full will be forfeited.
- Only upon verification of the bid form and confirmation of remittance of Aggregate EMD, the user ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
- Bidders/Offerors should not disclose their user ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
- Bidders/Offerors are advised to change the password immediately on receipt from the service provider.
- All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder/offeror cannot reduce or withdraw the bid for whatever reason. If done so, the Aggregate EMD amount shall be forfeited.



- i) The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders/offerors. The bidder/offeror with the highest offer/ bid does not get any right to demand acceptance of his bid in case any stay order is received by CFM-ARC.
- j) The bidder/offeror shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the CFM-ARC. Hence bidders/offerors are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

Sd/-

Authorized Officer

