REGISTERED OFFICE: Block no. A/1003, West Gate, Near YMCA Club, Sur No. 835/1+3, S. G. Highway, Makarba, Ahmedabad-380051 Gujarat.

CORPORATE OFFICE: 1st Floor, Wakefield House, Sprott Road, Ballard Estate, Mumbai -400038.

EMAIL:
pankaj.agnihotri@cfmarc.in/santosh.nangare@cfmarc.in
CONTACT: 8879890368/8879003325/022 40055282

CFM

THINK TRUST

APPENDIX- IV-A
SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES

Sale Notice for sale of immovable assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to rule 8(6) & 6(2) of the Security Interest Enforcement Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower and Guarantors/Mortgagors that the below described immovable property mortgaged to CFM Asset Reconstruction Pvt Ltd acting in capacity as trustee of the CFMARC Trust-2 Apna bank (secured creditor), possession of which had been taken by Authorised officer of CFMARC Trust- 2 Apnabank, will be sold through, public auction on "as and where is basis", "as is what is basis", "whatever is there is basis" and "No recourse Basis"; on 14.03.2022 for recovery of Rs.14,53,17,310.65/- (Rupees Fourteen Crore Fifty Three Lakhs Seventeen Thousand Three Hundred Ten and Sixty Five Paise Only) as on 31.03.2019 and further interest and other costs thereon due to the secured creditor from M/s V R Art Furniture Pvt Ltd (Borrower & Mortgagor), Vaibhav Parshuram Palkar (Guarantor and Mortgagor), - Vrushali Vaibhav Palkar (Guarantor and Mortgagor).

DETAILS OF AUCTION

DESCRIPTION OF SECURED PROPERTY	Lot No 1 (Property No. 1) All that piece and parcel of property bearing City Survey No. 202, area admeasuring about 78.6 sq. mtrs. along with construction thereon situated at Sadashiv Peth, Radhika Road, Satara, Maharashtra Lot No 2 (Property No. 2) All that piece and parcel of land bearing Gat No 222/2 admeasuring 18100 sq. mtrs. And built-up structure thereon situated at Village Raigaon, Taluka Jaoli, District Satara, Maharashtra.
SECURED DEBT	Rs.14,53,17,310.65/- (Rupees Fourteen Crore Fifty-Three Lakh Seventeen Thousand Three Hundred Ten and Sixty-Five Paise Only) as on 31.03.2019 and further interest and other costs thereon till realization.
RESERVE PRICE (R.P.)	Lot No 1- Rs. 92,00,000/- Lot No. 2- Rs 4,86,00,000/-

CFM ASSET RECONSTRUCTION PRIVATE LIMITED

TIME **DATE** **PLACE** **OF PUBLIC AUCTION**	2.30 PM to 4.30 PM 14.03.2022 CFM Asset Reconstruction Pvt Ltd, 1st Floor, Wakefield House, Sprott Road, Ballard Estate, Mumbai - 400038
DETAILS OF TERMS AND CONDITIONS	http://www.cfmarc.in/
DATE OF INSPECTION	From February 25, 2022 to March 3, 2022 with prior appointment
LAST DATE FOR SUBMISSION OF BID DOCUMENT	Up-to 11.30 AM on 10.03.2021
EMD	Lot No.1- Rs 9,20,000/- Lot No.2- Rs 48,60,000/- To be drawn in favour of CFMARC Trust -2 Apna Bank

Encumbrances if any: Not known to the secured creditor.

For details of Terms and conditions of Sale please refer to the link provided in Sale Notice on secured creditor's website as mentioned above.

CFM ASSET RECONSTRUCTION PRIVATE LIMITED

Date: 25.02.2022
Place: Mumbai

Authorised Officer
CFM Asset Reconstruction Pvt. Ltd.
(Trustee of CFMARC Trust -2 Apna Bank)

TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

IN THE ACCOUNT OF: V R Art furniture Pvt Ltd.

1) The Bids document along-with declaration as given below shall be submitted physically at office of CFM-ARC Mumbai, by bidder along-with DD or UTR details of requisite EMD amount. Bank details are mentioned below:

Beneficiary Name	CFMARC Trust - 2 Apna Bank
Bank and Branch	Union Bank of India, Andheri
Account No.	005111100012224
IFSC	UBIN0800287

2) Bid should be along with self-attested copies of Adhar Card / PAN Card / Passport / Electricity Bill / Voter ID.

3) Bid document below Reserve Price and without KYC will be disqualified / Rejected.

4) Last date of submission of Bid document is as mentioned in the Sale Notice published in the newspapers.

5) The intending bidder should bid for entire immovable property. Bid for part property will be rejected.

6) The person deputed for inspection by the prospective bidder should carry with him appropriate POA and/or authorization on the letterhead of the organization he/she represents, failing which inspection may be refused.

7) The EMD of unsuccessful bidders shall be refunded within fifteen days from the date of Auction. The bidder will not be entitled to claim any interest, if the refund of EMD is delayed beyond the said period for any reason whatsoever.

8) The Said Properties shall be sold at a price not less than the Aggregate Reserve Price mentioned hereinabove.

9) The offer should only be placed only through bid document by submitting physically at the address mentioned above.

10) The entire procedure of conducting Auction shall be at the exclusive discretion of the Authorized Officer and intending purchaser shall have no right to object to the same.

11) The bid amount can be improved by Rs.5,00,000/- (Five Lakh) per bid/attempt during the auction once bid document is submitted.

12) The Said Properties shall be sold to the highest bidder. The highest bidder shall have to tender the KYC documents with originals (Photo ID and address proof 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 bidder, after following the process enumerated hereinabove.

13) The successful bidders 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 DD/ RTGS/NEFT and the balance of 75% of the consideration shall be payable by the successful bidder 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 bidder, subject to the sole discretion of CFM-ARC.

14) 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 bidder, CFM-ARC in its absolute discretion, shall be entitled to forfeit all the moneys till then paid by the successful bidder 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 bidder 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.

15) The bidder 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 bidder.

16) 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 bidder.

17) Transfer of the Said Properties to the successful bidder shall be done by the Authorized Officer only upon payment of the entire bid consideration and other charges as per the terms contained herein.

18) 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.

19) Presently there are no encumbrances known to CFM-ARC.

20) 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 bidder will have to bear all outstanding dues including 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.

21) The bidders are advised in their own interest to verify and conduct a detailed Due Diligence of the Said Properties and about any other dues from the respective authorities to their satisfaction before submitting the offers.

22) The successful bidder shall be deemed to have purchased the Said Properties after complete satisfaction of title thereto and inspection thereof and 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 after submission of the Bid.

23) The successful bidder 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.

24) The bidder 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 bidder. 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 bidder as regards any risk, injury, loss or damage thereto or any part thereof from any cause whatsoever. The successful bidder shall not make any requisition for repairs or otherwise and the obligations of carrying out such repairs shall be solely that of the successful bidder.

25) Conditional offers will be treated as invalid. Likewise correspondence about any change in the offers will not be entertained. Any bidder 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 EMD.

26) The successful bidder will be bound by the regulations of the local / any other authority, as applicable with 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.

27) 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.

28) The bidder shall not be entitled to withdraw or cancel offer once submitted unless permitted by Authorized Officer. If the bidder withdraws or cancels the offer, the 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 bidder.

29) 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 bidder in the form given in Appendix V of the Security Interest (Enforcement) Rules, 2002.

30) The sale certificate will be issued in the name of the purchaser(s) / Applicant(s) only and will not be issued/transferred in any other name(s).

31) The Authorized Officer is selling the Said Properties 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 bidders 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 bidders shall not be entitled to issue or raise any requisitions or objections to or upon the title post bid submission. The bidders 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.

32) The bidder shall be deemed to have undertaken a due diligence of the Said Properties and that the bidder are presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.

33) The Authorized Officer reserves 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 bidder or sell the assets through private negotiations with any of the bidders or any other party/parties or invite fresh offers. CFM-ARC's decision in this regard shall be final & binding.

34) 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.

35) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals in Mumbai only.

36) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the rules framed thereunder.

37) **Other terms and conditions pertaining to Auction:**

a) Only Physical Auction/ bidding will take place.
b) Bidders are cautioned to be careful while submitting their bid amount and to check for alteration, if any, before confirming the same.
c) No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the EMD in full will be forfeited.
d) Only upon verification of the bid form and availability of DD / confirmation of remittance of Aggregate EMD through NEFT/RTGS, bidder will be allowed to bid further and or improve offer.

e) All bids placed as required will considered as bid for himself/herself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason.

f) The highest bid on the auction shall supersede all the previous bids of all the bidders. The bidder 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 by any forum.

g) The bidder 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 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

BID DOCUMENT

IN THE ACCOUNT OF VR Art furniture Pvt Ltd

PARTICULARS OF THE BIDDER

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

SIGNATURE

DECLARATION BY BIDDER / OFFEROR

IN THE ACCOUNT OF V R Art Furniture Pvt Ltd

(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 property 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 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/We 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 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