

CFM ASSET RECONSTRUCTION PRIVATE LIMITED (CFM-ARC)

<p>REGISTERED OFFICE: A/3, 5th Floor, Safal Profitaire, Near Prahlad Nagar Garden, Ahmedabad - 380015.</p> <p>OFFICE: 1st Floor, Wakefield House, Spratt Road, Ballard Estate, Mumbai - 400038.</p> <p>EMAIL: info@cfmarc.in</p> <p>CONTACT: 8879890346/9825357619/02240055280</p>	 
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Sale of secured immovable properties (more particularly described in Schedule hereunder) mortgaged by Parth Parental Pvt Ltd and Bhanumati Shukla (“Mortgagors”) for its debt on “as is where is and as is what is” basis, the possession whereof has been taken under the provisions of Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 (“SARFAESI Act”)

Notice is hereby given to the public in general and in particular to the Borrower and Guarantors/Mortgagors that the below described immovable properties mortgaged to the secured Creditor, the possession of which have been taken by the authorized officer of Assignor i.e. Dena Bank on 17.10.2016 the secured creditor, (Subsequently assigned to CFM-ARC vide Assignment Agreement dated 19.11.2018) 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 28.12.2020 for recovery of Rs.12,37,39,518/- (Rs. Twelve Crore Thirty Seven Lakh Thirty Nine Thousand Five Hundred Eighteen Only) as on 31.05.2015 and further interest and other costs thereon and further interest and other costs thereon due to the secured creditor from borrower **M/s Parth Parenteral Pvt Ltd (Borrower & Mortgagor), Smt. Bhanuben K.Shukla (Guarantor & Mortgagor), Shri Jayesh K. Shukla (Guarantor), Dr. Rajesh K. Shukla(Guarantor), M/S Alps Pharmaceutical Pvt. Ltd.(Guarantor).**

SCHEDULE OF AUCTION DETAILS

Description of secured property	<p>(i) Industrial Property of factory land & Building alongwith plant and machineries situated and located at Plot No1/1+2/B, Survey No.1564/P and 1466/P, admeasuring 2921.81 Sq Mtr at Kalol, Dist Gandhi Nagar Gujrat.</p> <p>(ii) Bunglow No.32, Shri Bhagyadaya Co-Op Housing Society Ltd., Survey No.4055, Admeasuring 228.81 Sq Mtr with build up area 330.65 Sq Mtr at Kalol, Dist Gandhi Nagar.</p>
Secured Debt	<ul style="list-style-type: none"> • Rs.12,37,39,518/- (Rs. Twelve Crore Thirty Seven Lakh Thirty Nine Thousand Five Hundred Eighteen Only) as on 31.05.2015 and further interest and other costs thereon
Reserve Price (R.P.)	<p>(i) Rs.598 Lakh</p> <p>(ii) RS.50 Lakh</p>
Time / Date / Place of public auction	<ul style="list-style-type: none"> • 28.12.2020 through E-Auction at https://sarfaesi.auctiontiger.net between 10.00 AM to 03.00 PM.
EMD	<p>(i) 10 % of the Reserve Price i.e. Rs.59.80/- Lakh</p> <p>(ii) 10 % of the Reserve Price i.e. Rs.5/- Lakh</p>

TENDER DOCUMENT

WHEREAS the Authorized Officer of Dena Bank had issued notice dated 13.06.2015 under the provisions of section 13 (2) of the SARFAESI Act and, inter alia, called upon Parth Parental Pvt Ltd (“**Borrower**”), Parth Parental Pvt Ltd and Bhanumati Shukla (“**Mortgagors**”) and the guarantors, <Jayesh Shukla Rajesh Shukla and Alps Pharmaceuticals (“**Guarantors**”), to pay the amounts under the said notice, within 60 days of receipt of the said notice.

AND WHEREAS the Mortgagor, Borrower and the Guarantor failed to comply with the said demand, the authorised officer of Dena Bank, taken over possession of the immovable properties described in the Schedule hereunder (“**said properties**”) in exercise of the powers conferred on him under sub-section (4) of section 13 of the SARFAESI Act read with Rule 8(6) of the Security Interest (Enforcement) Rules, 2002 (“**said Rules**”) on 17.10.2016.

AND WHEREAS, the financial assets of the Borrower were assigned to CFMARC acting in its capacity as trustee of CFMARC Trust - 4 Dena Bank under the provisions of the SARFAESI Act.

In exercise of the powers conferred under section 13(4) of the SARFAESI Act, read with the said Rules, the undersigned has decided to sell, by way of e-auction, the said properties on “**AS IS WHERE IS AND AS IS WHAT IS BASIS**”. The said properties are mortgaged by the Mortgagor for securing the due repayment of the advances granted to the Borrower. The amount of secured debt outstanding as per notice under section 13(2) of SARFAESI Act is Rs.12,37,39,518/- (Rs. Twelve Crore Thirty Seven Lakh Thirty Nine Thousand Five Hundred Eighteen Only) as on 31.05.2015 and further interest and other costs thereon together with further interest and costs thereon till the date of repayment.

TERMS AND CONDITIONS OF SALE

- 1) The Online Bids shall be submitted in website <https://sarfaesi.auctiontiger.net> as per schedule given below.

Reserve Price	As mentioned in schedule above										
EMD	As mentioned in schedule above										
EMD Remittance	<p>EMD can be remitted in the following ways:</p> <p>i) Deposit through NEFT/NEFT/RTGS A/c No:</p> <table border="1" style="margin-left: 20px;"> <tr> <td>Name</td> <td>CFMARC Trust -4 Dena Bank</td> </tr> <tr> <td>Bank Name</td> <td>Bank of India</td> </tr> <tr> <td>Branch</td> <td>Ballard Estate</td> </tr> <tr> <td>Account No.</td> <td>000320110001134</td> </tr> <tr> <td>IFSC Code</td> <td>BKID0000003</td> </tr> </table> <p>OR</p> <p>ii) Demand Draft in the favor of CFMARC Trust -4 Dena Bank payable at Mumbai</p>	Name	CFMARC Trust -4 Dena Bank	Bank Name	Bank of India	Branch	Ballard Estate	Account No.	000320110001134	IFSC Code	BKID0000003
Name	CFMARC Trust -4 Dena Bank										
Bank Name	Bank of India										
Branch	Ballard Estate										
Account No.	000320110001134										
IFSC Code	BKID0000003										
Inspection of Property	On 30.11.2020 between 11.00 A.M. and 04.00 P.M with prior appointments only										

Last date for submission of online application for BID	28.12.2020 till 04.00 P.M.
Date and time of e-auction	28.12.2020 between 10.00 a.m. to 03.00 p.m. with auto-extension of five minutes each in the event of bids placed in the last five minutes.
Bid Multiplier	Rs. 10,00,000 /- (Rupees Ten Lakhs Only)

- 2) Bids in the prescribed formats given in the Tender Document shall be submitted “online” through the portal of <https://sarfaesi.auctiontiger.net> 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/supportive evidence for submitting Aggregate EMD amount.
- 3) Intending bidders may avail training for online bidding from M/s. e-Procurement Technologies. Ltd., A-201, Wall Street -2, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006, Gujarat.: Bidder Support :- (079) 6813 6837/80 (M) 9265562821 / 9265562818 E Mail - support@auctiontiger.net ; Contact Persons: CHINTAN BHATT Mobile- +91 9978591888 (O) 079-6813 6851 email: chintan.bhatt@auctiontiger.net , arc@auctiontiger.net
- 4) The intending bidder can bid for any one of the assets mentioned therein. Bid form without the Aggregate EMD shall be rejected summarily.
- 5) 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.
- 6) 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.
- 7) The offer should only be placed online in the “AUCTION BID FORM”.
- 8) The Said Properties shall be sold at a price not less than the Aggregate Reserve Price mentioned hereinabove.
- 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 Said Properties shall be sold to the highest offeror. The highest offeror 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 offeror, after following the process enumerated herein in 3 working days from the date of auction. 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 favouring CFMARC Trust – 4 Dena Bank 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.

- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) Following are the encumbrances known to CFM-ARC
 - Not known presently
- 16) 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.

- 17) 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.
- 18) The successful offeror 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.
- 19) 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.
- 20) 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.
- 21) 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.
- 22) 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.
- 23) The successful offeror shall, notwithstanding any discrepancy or variation in the names, quantities, survey numbers measurement, boundaries and abuttals as mentioned hereinabove, accept the Said Properties purchased by him/it/them.
- 24) 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.

- 25) 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.
- 26) 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 Security Interest (Enforcement) Rules, 2002.
- 27) 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).
- 28) 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 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 <ASSIGNEE>. 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.
- 29) 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.
- 30) 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.
- 31) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals in Mumbai only.

- 32) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the rules framed thereunder.
- 33) Other terms and conditions pertaining to e-auction:
- (a) Auction/ bidding will be only online bidding through the portal provided by the service provider.
 - (b) 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.
 - (c) Bidders/Offerors are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) Bidders/Offerors are advised to change the password immediately on receipt from the service provider.
 - (h) 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

ONLINE BID DOCUMENT

(To be filled online in website <https://sarfaesi.auctiontiger.net>)

In the matter of sale of secured immovable and movable properties of Parth Parantal Pvt Ltd (Borrower & Mortgagor)

A. 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) :
 - Driving License: Issue Date _____, Number _____
 - PAN Card Number: _____
 - Voter Identity Card: Issue Date _____, Number _____
 - Passport: Issue Date _____, Number _____
 - Certificate of Incorporation: Issue Date _____, Number _____
 - Partnership Agreement date: _____
- 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

- 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 <Mortgager>and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions.
- 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.
- I/We further declare that I/We intend to purchase the above referred assets from the Authorized Officer, CFM-ARC for our own use/business and that the information revealed by me/us in the tender/offer in <https://sarfaesi.auctiontiger.net> 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://sarfaesi.auctiontiger.net> 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 <https://sarfaesi.auctiontiger.net> 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