


<p><b>CFM Asset Reconstruction Private Limited Registered</b></p> <p><b>Office:</b> Block No. A/1003, West Gate, Near YMCA Club, S. No. 835/1+3, S. G. Highway, Makarba, Ahmedabad, Gujarat - 380051</p> <p><b>Corporate Office:</b> 1<sup>st</sup> floor, Wakefield House, Sprott Road, Ballard Estate, Mumbai -400 038.</p> <p>EMAIL: <a href="mailto:tejas.joshi@cfmarc.in">tejas.joshi@cfmarc.in</a> ,</p> <p>CONTACT:022-40055280/8976862751</p>	 <p><b>CIN:</b> U67100GJ2015PTC083994</p>
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**APPENDIX- IV-A**

[See proviso to rule 8 (6)] R/w Rule 9(1)]

**SALE OF MORTGAGE PROPERTIES/SECURED ASSETS BY WAY OF PRIVATE TREATY AS PER PROVISIONS /RULE MADE UNDER THE SARFAESI ACT'2002 READ WITH PROVISO TO RULE 8(6) R/W RULE 9(1) 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 properties mortgaged/charged to the secured Creditor, the Physical Possession of which has been taken by the Authorized Officer of CFM Asset Reconstruction Pvt Ltd (Acting in its capacity as a Trustee of CFMARC Trust -4 IndusInd) on **23.03.2023**.

The Authorized Officer has received an expression of interest from a prospective purchaser towards purchase of the said Secured Asset at an aggregate amount of ₹.50,00,000/- (Rupees Fifty Lakhs Only) The undersigned is enforcing its security interest against the Secured Asset as described hereinbelow by way of sale through private treaty under the provisions of SARFAESI Act, 2002 and rules framed thereunder on **21-10-2024 (21<sup>st</sup> October, 2024)** on "As is where is basis", "as is what is basis", whatever is there is basis" and "No recourse Basis " for recovery of amounting to ₹ 58,52,790.18 [Rupees Fifty Eight Lakhs Fifty Two Thousand Seven Hundred Ninety and Paise Eighteen Only] as on 30-09-2024 and further interest and other costs and expenses thereon due to the secured creditor from Borrower & Mortgagor - 1) M/s. Advait Logistics Through its Proprietor Mr. Sukrut Sunil Dhotre; 2) Mr. Shree Sunil Dhotre and 3) Ms. Shambhavi Sukrut Dhotre

<b>DESCRIPTION OF SECURED PROPERTY</b>	"All that piece and parcel of Flat No.22 admeasuring about 1280 sq. ft on the 4th Floor of building No. A- 1 known as Vijay Rashmi Residency Co-operative Housing Society Ltd. Warje Pune situated at Village Warje, Taluka Haveli, District Pune being Sr No. 43, H. No. 05, Plot No. 1- 7, within the limits of Pune Municipal Corporation and within the jurisdiction of sub registrar Haveli and bounded as under: On or towards East: S No. 41; West: Hissa No. 4 of S No. 43 North: By Hissa No. 3, S No. 43, and S No. 42 South: Road."
<b>Date of Sale</b>	21-10-2024
<b>SECURED DEBT</b>	₹ 58,52,790.18 [Rupees Fifty-Eight Lakhs Fifty-Two Thousand Seven Hundred Ninety and Paise Eighteen Only] as on 30-09-2024 and further interest and other costs and expenses thereon.
<b>RESERVE PRICE</b>	₹.50 00 000/- [ Rupees Fifty Lakhs Only]
<b>PLACE OF SALE</b>	CFM-ARC, 1 <sup>st</sup> Floor, Wakefield House, Ballard Estate, Mumbai – 400 038
<b>CONTACT:</b>	Mr. Tejas Joshi Email – <a href="mailto:tejas.joshi@cfmarc.in">tejas.joshi@cfmarc.in</a> <b>CONTACT:</b> 022-40055280/ 89768 62751

Encumbrances if any: NOT KNOWN TO US

The Immovable Property/Secured Asset shall be sold through Private Treaty to the Purchaser offering the highest price to the Authorized Officer. Any interested prospective purchaser can also submit their bids before sale date and connect with us for other terms of sale.

This notice of 15 days is being given to all of you in compliance of Rule 8, Sub Rule 6 of SARFAESI Rules Under the SARFAESI Act 2002, R/w Rule 9(1) of The Security Interest (Enforcement Rules), 2002 informing the borrower and all the guarantors/mortgagors about holding of sale of the aforementioned secured properties under private treaty, with the advice to redeem the debt. If so desired by them, by paying the full outstanding dues as mentioned herein above along with further interest and other costs thereon due and payable prior to the scheduled auction. In case of default in payment, any or all of the secured properties shall at the discretion of the Authorized Officer/Secured Creditor be sold through private treaty modes as prescribed under Rule 8(5) r/w Rule 9(1) of The Security Interest (Enforcement Rules), 2002

Other terms and conditions of **private treaty sale** is uploaded on our website.

Sd/-

Authorised Officer  
CFM Asset Reconstruction Pvt. Ltd.  
Acting as trustee of CFMARC Trust -4 IndusInd Bank

Date: **03-10-2024**  
Place: PUNE.

## **TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE**

- 1) The physical Bids forms are available on website <https://www.cfmarc.in/copy-of-policies> as per schedule given therein.
- 2) Bids in the prescribed formats given in the Tender Document shall be submitted in physical 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) The intending bidder should bid for entire immovable property. Bid for part of property or without the Aggregate EMD shall be rejected.
- 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 Said Property(ies) shall be sold at a price not less than the Aggregate Reserve Price mentioned hereinabove.
- 8) 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.
- 9) The bid amount can be improved by **Rs.10,000/- (Rupees Ten Thousand only)** per bid with in terms of the Tender Document.
- 10) 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.
- 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, Goods and Services Tax ("GST") (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) Presently there are no encumbrances known to CFM-ARC.
- 16) The Said Properties are offered for sale on "**AS IS WHERE IS AND AS IS WHAT IS BASIS**", **WHATEVER THERE IS** AND "**NO RECOURSE 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 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 authority and / or any other statutory 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 abutments 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 Authorized 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.
- 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 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.
- 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) The amount of EMD can be deposited directly to following bank account:

<b>Account Holder</b>	CFMARC Trust -4 IndusInd Bank
<b>Account Number</b>	201003430867
<b>Bank</b>	IndusInd Bank
<b>Branch</b>	Opera House Branch
<b>IFSC</b>	INDB0000001

34) **Other terms and conditions pertaining to auction:**

- a) Auction/ bidding will be only physical bidding at our corporate office as mentioned in the notice provided.
- b) In case of sole bidder/offeror, the said property will be sold to the sole bidder/ offeror.
- 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 bidder shall be permitted to participate in the physical auction.
- f) Bidders/Offerors should not disclose their Identity and other material information relating to the bidding to any one and to safeguard its secrecy.
- g) 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.
- h) 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.
- i) 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

## **PHYSICAL BID DOCUMENT**

In the matter of sale of secured immovable and movable property(ies) of from M/s. Advait Logistics Through its Proprietor Mr. Sukrut Sunil Dhotre, 2) Mr. Sukrut Sunil Dhotre, 3) Mr. Sunil Udhav Dhotre, 4) Ms. Shambhavi Sukrut Dhotre and 5) Mr. Shree Sunil Dhotre (Mortgagor and Guarantor),

### **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. Advait Logistics Through its Proprietor Mr. Sukrut Sunil Dhotre, 2) Mr. Sukrut Sunil Dhotre, 3) Mr. Sunil Udhav Dhotre, 4) Ms. Shambhavi Sukrut Dhotre and 5) Mr. Shree Sunil Dhotre (Mortgagor and Guarantor), 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 declare as a prospective purchaser or any person acting jointly or in concert with the prospective purchaser and are not connected person with the borrower / mortgagor / guarantor. I/We further undertake that we meet the criteria and requirements as set out u/s. 29A of the Code of IBC,2016 and that we shall make full disclosure in respect of itself and all its connected persons as per the provisions of Code and the rules and regulations frame thereunder and also submit the undertaking/affidavit to that effect.
- (d) 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/us 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.

**NAME AND SIGNATURE of BIDDER(S)**





MAHATRANSCO (3rd Call) E-TENDER NOTICE. MSETCL invites online bids (E-Tender) from registered contractors/agencies on Maharashtra E-Tendering website...

MUKHYA MANTRI GRAM SADAK YOJANA-II (MMGSY-II) e-Procurement Notice. TENDER Notice No.39/2024-25 (2nd Call). The Superintending Engineer, PMGSY, Konkarn Region, Thane on behalf of Government of Maharashtra invites the bids on percentage rate basis in electronic tendering system...

शिवजीव भोसले सहकारी बँक लि. (अवसायनात) 'नुनगा ड्रेड' विभाग. आव्हानी, आली सही करणार वसुंधी अधिका-री - पुणे, दि. २२/१०/२०२४. यादोनायकायुक्त प्रतियोगिता प्रणालीत...

जाहीर नोटिस उपविभागीय दंडाधिकारी हददी, उपविभाग पुणे यांचे कार्यालय. १) सही, पुणे. २) घेविलेसह (घोपवेडीसह), ता. हददी, जि. पुणे. ३) जम मसुले नोंदीत अधिका-री. ४) पंचायत सल्लोची हददी. जाहीर नोटिस देणारा घेते की, वरील नमूद विकलांक फौजदार अर्जातील अर्जाद्वारे...

MUKHYA MANTRI GRAM SADAK YOJANA-II (MMGSY-II) e-Procurement Notice. TENDER Notice No.40/2024-25. The Superintending Engineer, PMGSY, Ratnagiri Region, Ratnagiri on behalf of Government of Maharashtra invites the bids on percentage rate basis in electronic tendering system...

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PUBLIC NOTICE

All the people are hereby informed by this Public Notice that (1) MR. SANJIV P. MEHTA, (2) Mrs. HEENA SANJIV MEHTA both residing at 15 Nimrala Mahal, Bomanji Petit Road, Mumbai-400026, who are the Joint owners (hereinafter referred to as the "said Owners") of the property being Flat No. 802, situated on the Eighth Floor, in building known as 'Cygnum (reflected as Buildings) Tower No. 'C' as per sanctioned plan and Registration Certificate, along with covered (Podium) Parkings No. G-304, G-335, and Parking Nos. M-361 and M-406, in the project known as 'ONE NORTH CONDOMINIUM', situated at Survey Nos. 133 (P), 136(P) and 137 (P), City Survey No. 4944/6, situated at Village Hadapsar, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation, and within the registration limits of Sub-Registrar Taluka Haveli, (hereinafter referred to as the "said Flat"), has approached me to cause this public notice, stating and declaring that: The said owners have lost/misplaced and/or are not in possession of original documents viz. original "Deed of Apartment" dated 05/01/2019, executed by Eon Hadapsar Infrastructure Private Limited, as Vendor/ Owner/ Promoter, therein, in favour of the Vendors hereon, and the same has been registered in the office of the Sub-Registrar Haveli No. 8, Pune, at Serial No. 120/2019, along with the original Index 2 and original Registration Receipt appurtenant thereto, in respect of the said Flat, hereinafter collectively referred to as "the said original missing papers/documents". All the public at large is hereby informed by this Public Notice that no person should enter into any agreement, transaction with any person, on the basis of the said original missing papers/documents, which may be in the possession of any other person, in respect of the said Flat. If any person enters into any agreement, transaction with any person, in respect of the said original missing papers/documents, pertaining to the said Flat, the said Owners shall not be responsible or liable for the same and such person shall not derive any right or interest in the said Flat which please note. If any person finds the said original missing papers/documents, in respect of the said Flat, he/she should give it to me directly or send it to me. Date: 02.10.2024

H. L. HEMRAJANI (Advocate) Office: Kalpataru Plaza, B-212, 2nd Floor, 224, Bhawani Peth, Pune - 411 042, (Ph. No. 26387101)