

CFM ASSET RECONSTRUCTION PRIVATE LIMITED
REGISTERED OFFICE : :Block No.A/1003, West
Gate, Near YMCA Club, Sur.No.835/1+3
S.G.Highway, Makarba,
AHMEDABAD -380 051 – GUJARAT

CORPORATE OFFICE : 1st Floor, wakefield House,
Sprott road, Ballard Estate, MUMBAI – 400 038

EMAIL : bhupendra.patel@cfmarc.in
CONTACT: 079-66118554 & 079 66118555



APPENDIX- IV-A
[Proviso to rule 8(6)]

SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES

Auction 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) 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(ies) mortgaged/charged to the Secured Creditor, the physical Possession of which has been taken by the Authorized Officer of CFM Asset Reconstruction Pvt. Ltd on **07.04.2024** will be sold on "As is where is", "As is what is", "Whatever there is" and "No recourse Basis" on **27.12.2024** for recovery of amounting to **Rs. 10,49,210.00 (Ten Lakhs forty-nine Thousand two hundred ten only) as on 29.04.2023** and further interest and other costs and expenses thereon due to the secured creditor from Borrower & Mortgagor- (1) MR SHAHARBHAI AMARATBHAI DESAI (LSLAPMEH0001245) (2) MRS MAMTABEN SHAHARBHAI DESAI

DESCRIPTION OF SECURED PROPERTY	ALL THE PIECE AND PARCELS OF THE PROPERTY AT PACHAKVADA GRAM PANCHAYAT PROPERTY NO 501, ASSESSMENT SERIAL NO 533 (GAMTHAN) ADMEASURING TOTAL 816 SQ FT TAL SIDDHPUR DIST PATAN IN REGISTRATION SUB DISTRICT SIDDHPUR AND BOUNDED AS UNDER – NORTH – PROPERTY OF AMIBEN RABARI SOUTH – HOUSE OF BABUBHAI CHELABHAI EAST- HOUSE OF BABUBHAI CHELABHAI WEST – ROAD
SECURED DEBT	Rs.10,49,210.00 (Ten lakhs, forty-nine thousand, two hundred ten rupees only) as on 29.04.2023 together with further interest, other costs & expenses thereon due & payable till the final payment.
RESERVE PRICE (R.P.)	Rs 6,75,000.00 (Rupee six Lakhs seventy-five thousand only)



TIME DATE PLACE OF PUBLIC AUCTION	11.00 AM to 12.00 PM 27.12.2024 T-10, Third Floor, Orbit Business Hub, Near Dena Bank, Radhanpur Road, Mehsana-3840002
DETAILS OF TERMS AND CONDITIONS	Please visit www.cfmarc.in
DATE OF INSPECTION	With prior appointment of Authorized Officer
LAST DATE FOR SUBMISSION OF BID DOCUMENT	26.12.2024
EMD	Rs 67,500.00 (Sixty-seven thousand five hundred only) (10% of Reserve price)

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 i.e. <http://www.cfmarc.in>

The notice dated 18.09.2024 has been given to all of you under section 13(8) of SARFAESI Act -2002 with the advice to redeem the secured Property/ties / Secured Assets. If so desired by them, by paying the outstanding dues as mentioned herein above along with further interest, other costs and expenses thereon due and payable prior to the scheduled auction. In case of default in payment, any or all of the Secured Properties/Secured Assets shall at the discretion of the Authorized Officer/Secured Creditor be sold through any of the modes as prescribed under Rule 8(5) of Security Interest (Enforcement) Rule, 2002.

Date: 21.11.2024
Place: Pachakvada



Authorized Officer

CFM ASSET RECONSTRUCTION PVT.LTD.
(Acting in its capacity as trustee of CFMARC Trust- 91)



TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

IN THE ACCOUNT OF Mr OF Mr Shaharbhair Amaratbhair Desair and Joint

- 1) The Bids document along-with declaration as given below shall be submitted physically at Agri wise office Mehsana at T-10, Third Floor, Orbit Business Hub, Near Dena Bank, Radhanpur Road, Mehsana, Gujarat-384002, by bidder along-with DD or UTR details of requisite EMD amount. Bank details for online transaction are mentioned below:

Beneficiary Name	CFMARC TRUST-91
Bank and Branch	UNION BANK OF INDIA, ANDHERI BARNCH, MUMBAI
Account Number	002811010000039
IFSC	UBIN0800287

- 2) Bid should be along with self-attested copies of Aadhar Card/PAN Card / Passport / Electricity Bill/Voter ID.
- 3) Bid document below Reserve Price and without KYC will be disqualified / Rejected by the Authorised officer of the Secured Creditor at his/her discretion.
- 4) The last date of submission of Bid document is **26.12.2024**
- 5) The intending bidder should bid for residential i.e. the entire Secured Asset. Any bid for part property shall be rejected by the Authorised Officer without according any reason to the prospective bidder.
- 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 along with his/her government ID photo proof, failing which inspection may be refused.
- 7) The EMD of unsuccessful bidders shall be refunded within fifteen (15) 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 Secured Asset shall be sold at a price not less than the Reserve Price mentioned hereinabove.
- 9) The offer should only be placed only through bid document submitted physically at the address mentioned above.
- 10) The entire procedure of conducting Auction shall be at the exclusive discretion of the Authorised Officer and intending purchaser shall have no right to object to the same.



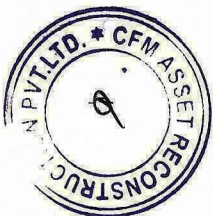
- 11) The bid amount can be improved by **Rs. 50,000/-** (fifty thousand) per bid/attempt (**'Bid Multiplier'**) during the auction once bid document is submitted.
- 12) The Said Properties shall be sold to the highest bidder.
- 13) The successful bidders will have to immediately, but not later than 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 CFMARC and the successful bidder not exceeding three months from the date of the Auction, subject to the sole discretion of the Authorised Officer of CFMARC.
- 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, CFMARC 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, such defaulting successful bidder 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 sale 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 CFMARC nor the Authorized Officer shall be liable for any such loss or damages.
- 19) Presently there are no encumbrances known to CFMARC.
- 20) The Said Properties are offered for sale on "**AS IS WHERE IS**", "**AS IS WHAT IS BASIS**", "**WHATEVER THERE IS**" and "**NO RECOURSE BASIS**". Neither CFMARC 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 detailed Due Diligence of the Said Secured Asset to their thorough satisfaction before submitting the offers. Any claim post confirmation of the sale in favour of the successful bidder shall not be entertained by the Secured Creditor.
- 22) The intending bidders should make their own independent inquiries regarding the encumbrances, title of property/ies put on auction and claims/rights/dues/affecting the property, prior to submitting their bid. The auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the bank. The property is being sold with all the existing and future encumbrances whether known or unknown to the bank. The authorized officer /secured creditors shall not be responsible in any way for any third-party claims/rights/dues.
- 23) The successful bidder shall be deemed to have purchased the Secured Asset 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 Secured Asset or any part thereof after submission of the Bid.
- 24) 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 Secured Asset purchased by it/him.
- 25) The bidder shall purchase the said Secured Asset in the same condition that the said Secured Asset 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.
- 26) 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 Secured Asset on or before the last date prescribed for submission of the offers contemplated herein, may file a fresh offer with appropriate EMD.
- 27) 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 Secured Asset along with its super structure, plant and machinery thereon, if being part of the said Secured Asset contemplated herein.
- 28) If the dues of the existing charge-holders together with all costs, charges and expenses incurred by CFMARC 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 in accordance with the provisions of the SARFAESI Act, 2002 and the Rules thereunder.



- 29) The bidder shall not be entitled to withdraw or cancel offer once submitted unless permitted by the 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.
- 30) On confirmation of sale by CFMARC 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.
- 31) 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).
- 32) The Authorized Officer is selling the said Secured Asset pursuant to the powers derived from the SARFAESI Act. The said Secured Asset 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 Secured Asset 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 Secured Asset. 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 Secured Asset put up for sale hereunder and no warranty or assurances of any kind is given by the Authorized Officer and/or CFMARC.
- 33) The bidder shall be deemed to have undertaken a due diligence of the said Secured Asset and that the bidder are presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.
- 34) 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. CFMARC's decision in this regard shall be final & binding.
- 35) 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.
- 36) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals in Ahmedabad only.
- 37) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the rules framed thereunder.



38) **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 CFMARC 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 CFMARC. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

Authorized Officer



BID DOCUMENT

IN THE ACCOUNT OF Mr Shaharbhair Amaratbhair Desair and Joint

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 Mr Shaharbhaj Amaratbhaj Desaj and Joint

- (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 of Mr Shaharbhaj Amaratbhaj Desaj 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

FINANCIAL EXPRESS

Indian Bank POSSESSION NOTICE (For Immovable Property) Under Rule 8 (1) of Security Interest Enforcement Rules 2002. Includes details of the borrower, secured assets, and the bank's demand for repayment.

NEOGROWTH M/S NEOGROWTH CREDIT PRIVATE LIMITED. DEMAND NOTICE. Includes details of the borrower, secured assets, and the company's demand for repayment.

AAVAS FINANCIERS LIMITED POSSESSION NOTICE. Includes details of the borrower, secured assets, and the company's demand for repayment.

Indian Bank POSSESSION NOTICE (For Immovable Property) Under Rule 8 (1) of Security Interest Enforcement Rules 2002. Includes details of the borrower, secured assets, and the bank's demand for repayment.

NEOGROWTH M/S NEOGROWTH CREDIT PRIVATE LIMITED. DEMAND NOTICE. Includes details of the borrower, secured assets, and the company's demand for repayment.

DCB BANK POSSESSION NOTICE. Includes details of the borrower, secured assets, and the bank's demand for repayment.

RBL BANK LTD. POSSESSION NOTICE (For Immovable Property) Under Rule 8 (1) of Security Interest Enforcement Rules 2002. Includes details of the borrower, secured assets, and the bank's demand for repayment.

AGRIWISE FINISRY LIMITED POSSESSION NOTICE (For Immovable Property) Under Rule 8 (1) of Security Interest Enforcement Rules 2002. Includes details of the borrower, secured assets, and the company's demand for repayment.

CFM Asset Reconstruction Pvt. Ltd. POSSESSION NOTICE (For Immovable Property) Under Rule 8 (1) of Security Interest Enforcement Rules 2002. Includes details of the borrower, secured assets, and the company's demand for repayment.

Bank of Baroda POSSESSION NOTICE (For Immovable Property) Under Rule 8 (1) of Security Interest Enforcement Rules 2002. Includes details of the borrower, secured assets, and the bank's demand for repayment.

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[Rs. 600/- Stamp paper and Notarized]

To,
The Authorised Officer,
CFM Asset Reconstruction Pvt. Ltd (CFMARC Trust 9)
1st Floor, Wakefield House, Spratt Road, Ballard Estate,
Mumbai 400 038

AFFIDAVIT CUM UNDERTAKING & INDEMNITY

I, _____ S/o _____, aged about ____ years, by faith- _____, By Profession: _____
currently residing at _____ and having Aadhar No. _____, PAN- _____ do solemnly
affirm and state as under:

- a. That I am the Prospective Purchaser I hereby unconditionally state, submit and confirm that this document is true, valid and genuine.
- b. I hereby unconditionally state, submit and confirm that I am not disqualified from submitting the offer as to the reasons mentioned hereunder. to purchase the property _____ (hereinafter referred as "the secured asset") by way of redemption of asset with the consent of the Borrower namely _____ as laid down under SARFAESI Act, 2002 read with the rules thereunder available under the recourse available with CFM Asset Reconstruction Private Limited (CFMARC) by virtue of being secured creditor to enforce security interest over the secured asset under SARFAESI Act, 2002.
- c. That I, the Prospective Purchaser do hereby declare that I am not connected or having any relation with the Borrower namely _____.
- d. That I, the Prospective Purchaser do hereby solemnly affirm and declare as follows:
 - i. I am not an undischarged insolvent,
 - ii. I am not a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
 - iii. No loan account (credit facility obtained from any Banks/ NBFC/ FIIs) wherein I am the borrower and my account has been classified as non performing asset in accordance with the guidelines of the Reserve Bank of India under the Banking Regulation Act, 1949 or the guidelines of the financial sector regulator issued under any other law for the time being in force, or (b) Neither I control or manage or is the promoter of a the borrower Company nor the Guarantor Company whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force; and such classification has continued for a period of one year or more from the date of such classification till the date of commencement of the Corporate Insolvency resolution process of the Corporate Debtor and all such overdue amounts along with interest, cost and charges thereon has not been fully repaid at the time of submission of this offer;
 - iv. I have not been convicted of any offence punishable with two years or more or with imprisonment and two years have not passed from the date of release from such imprisonment: or
 - v. I have not executed any "Deed of Guarantee" in favour of a creditor, in respect of a Borrower against which an application for Insolvency resolution made by such creditor has been admitted under the code, where such guarantee has been invoked by the creditor and remains unpaid in full or part;
 - vi. I have not been subject to any other aforesaid conditions under any law in a jurisdiction outside India.
- e. That I, the Prospective Purchaser unconditionally and irrevocably represents, warrants, and confirms that I am eligible to participate in the sale process as laid down under SARFAESI Act, 2002 read with the Security Enforcement Rule, 2002 and that it shall provide all the documents, representations and information as may be required by the CFMARC/Secured Creditor or any other authority as may be applicable.
- f. That I, the Prospective Purchaser unconditionally and irrevocably undertakes that I shall provide all data, documents and information as may be required to verify the statement made under this affidavit cum Undertaking.
- g. That I understand that CFMARC may rely on the confirmations, representations and warrants provided by me under this affidavit cum undertaking.
- h. That in the event of any of the above statements are found to be untrue or incorrect then I unconditionally agree to indemnify and hold harmless the CFMARC and /or the Secured Creditor.

- i. That I, the Prospective Purchasers agree and undertake to disclose/ inform forthwith, to the CFMARC/Secured Creditor if I become aware of any change in factual information in relation to at any stage of the sale process.
- j. That this affidavit cum undertaking shall be governed in accordance with the laws of India and the adjudicating authority shall have the exclusive jurisdiction over any dispute arising under this affidavit.

Solemnly affirmed at _____ on this _____ day of _____, 2024.

Deponent