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| <p>CFM ASSET RECONSTRUCTION PRIVATE LIMITED</p> <p>REGISTERED OFFICE: “Block no. A/1003, West Gate, Near YMCA Club, Sur No. 835/1+3, S. G. Highway, Makarba, Ahmedabad-380051 Gujarat”</p> <p>CORPORATE OFFICE: 1ST FLOOR, WAKEFIELD HOUSE, SPROTT ROAD, BALLARD ESTATE, MUMBAI-400038</p> <p>Authorized Officer(s): Sweta Rana EMAIL: info@cfmarc.in, sweta.rana@cfmarc.in, Anmol Mishra EMAIL Anmol.mishra@cfmarc.in CONTACT: 022-40055282, 7208974553, 9136482809 HELPLINE: 0124-6910910; +91 70654 51024 HELPLINE E-MAIL: auctionhelpline@sammaancapital.com</p> |  |
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TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

- 1) The Online Bids shall be submitted at website www.auctionfocus.in as per schedule given therein.
- 2) Bids in the prescribed formats given in the Tender Document shall be submitted “online” through the portal of www.auctionfocus.in 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.

Physical DD can be submitted to Mumbai office along-with KYC once bid form is submitted online

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| EMD favoring | CFMARC Trust – 1 IHFL |
| DESCRIPTION OF SECURED PROPERTY: | FLAT NO.-301, CARPET AREA ADMEASURING 250 SQ. FT. ON 3 RD FLOOR OF WING-A, IN THE BUILDING NAMED AS BHAVANI APARTMENT, ON PROPERTY BEARING C.S. NO.-801, 802 AND 14/834 OF MALABAR HILL DIVISION, MAHALAXMI TEMPLE COMPOUND, BHULABHAI DESAI ROAD, MUMBAI-400026, MAHARASHTRA. |
| Date of Auction, TIME and PLACE: For E-AUCTION | 10.09.2024 at 04.00 P.M. to 05.00 P.M E-Auction/Bidding through website (www.auctionfocus.in) |
| Reserve Price | Rs.80,00,000/- (Rupees Eighty Lakh only). |

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| EMD Amount | Rs.8,00,000/- (Rupees Eight Lakh only) |
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- 3) Intending bidders may avail training for online bidding from the Authorized Service Provider of **AUCTION FOCUS PVT. LTD.** The details regarding E Auction Provider are mentioned below:

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| Name of Auction Agency | AUCTION FOCUS PVT. LTD. |
| Address | B-304, Shivallik Plaza, Opp. A.M.A., I.I.M. Road, Ambawadi, Ahmedabad – 380059 (Gujarat) |
| Contact Persons | Mr. Karan Soni |
| Help Line Nos. | +91 90166 41848 |
| Email address | support@auctionfocus.in |
| Website Address | www.auctionfocus.in |

- 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/ties 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 increased by Rs.50,000/- (Rupees Fifty Thousand only) per bid with unlimited automated extensions of 5 minutes each 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), or any other proper banking channel, favouring CFM-ARC payable at Mumbai and the balance of 75% of the consideration shall be payable by the successful offeror 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 sale 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 basis," "As is what is basis," and "Whatever there is basis," 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/her.
- 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 local authority and/or any other statutory authority and/or any other authority concerned, 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 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.
- 24) 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 / said properties in favour of the purchaser/successful offeror in the form given in Appendix V of the provisions of the SARFAESI Act, 2002.
- 25) 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).
- 26) 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.
- 27) 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.
- 28) The Authorized Officer will be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in the light of the facts & circumstances of the case.
- 29) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals in Mumbai only.
- 30) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act, 2002 and the rules framed thereunder.
- 31) The amount of EMD can be deposited directly to following bank account:

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| Account Holder | CFMARC Trust – 1 IHFL |
| Account Number | 00511100013302 |
| Bank | Union Bank of India, |

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| Branch | Fort Mumbai |
| IFSC | UBIN0800511 |

32) **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 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 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 CFM-ARC. Hence bidder/s/offeror/s are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

ONLINE BID DOCUMENT

(To be filled online in website www.auctionfocus.in)

In the matter of sale of secured immovable property bearing FLAT NO.-301, CARPET AREA ADMEASURING 250 SQ. FT. ON 3RD FLOOR OF WING-A, IN THE BUILDING NAMED AS BHAVANI APARTMENT, ON PROPERTY BEARING C.S. NO.-801, 802 AND 14/834 OF MALABAR HILL DIVISION, MAHALAXMI TEMPLE COMPOUND, BHULABHAI DESAI ROAD, MUMBAI-400026, MAHARASHTRA

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. Passport Number _____
 - d. Certificate of Incorporation Number (in case of Company) _____
 - e. Partnership Agreement (in case of Partnership Firm) _____
 - f. Aadhar Card _____
- 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 Mortgager 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 www.auctionfocus.in 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 www.auctionfocus.in 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.
- (d) 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.

29A Declaration

To,

The Authorised Officer,

CFM Asset Reconstruction Pvt. Ltd (CFMARC)

1st Floor, Wakefield House, Sprott Road, Ballard Estate,

Mumbai 400 038.

Affidavit cum Undertaking

I, _____, W/o/D/o _____ aged about ____ years, currently residing at _____ and having Aadhar No. _____, (herein referred as the "Prospective Purchaser") do solemnly affirm and state as under:

a. That I am duly authorised and competent to make and affirm this affidavit as a Prospective Purchaser and I hereby unconditionally state, submit and confirm that the document is true, valid, and genuine.

b. I hereby unconditionally state, submit and confirm that I am not disqualified from submitting the offer letter and /or tender to purchase the property being All the piece and parcel of the residential Flat _____

_____. (hereinafter and /or as laid down under SARFAEI Act, 2002 read with the Security Enforcement Rules, 2002 and or the modes of sale 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 neither the (i) Prospective Purchaser nor(ii) any person acting jointly or in concert with the Prospective purchaser nor (iii) any person who is a connected person with the Borrower or Borrower company namely **ARVIND BECHARDAS RATHOD (PROPRIETOR, MAHALAXMI ROLLING SHUTTERS), INDIRA ARVIND RATHOD and VIPUL ARVIND RATHOD LAN NO. HLAPVSH00295191.**

D. That neither the (i) Prospective Purchaser nor (ii) any person acting jointly or in concert with the Prospective Purchaser nor (iii) any person who is a connected person; (a) the Prospective Purchaser or (b) any person acting jointly or in concert with the Prospective Purchaser:

i) is an undischarged insolvent;

ii) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;

iii) is at the time of submission of the sale offer, a person who (a)has an account which 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) controls or manages or is the promoter of a the borrower Company or 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 Sale offer;

iv) has 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) has been a Promoter or in the management or control of a Borrower Company in which a preferential transaction has taken place and in respect of which an order has been made by the Hon'ble National Company Law Tribunal (or its appellate tribunals or Courts). (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction by the Prospective purchaser pursuant to a resolution plan approved under the code or pursuant to the scheme or plan approved by a financial sector regulator or court, and the Prospective purchaser has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction) which has taken place prior to the acquisition of the financial assets of the Borrower Company by the Secured Creditor;

vi)has executed a 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;

vii) is subject to any other aforesaid conditions under any law in a jurisdiction outside India.

E. That the Prospective Purchaser unconditionally and irrevocably represents, warrants, and confirms that he is 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 the Prospective Purchaser unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statement made under this affidavit cum Undertaking.

G. That the Prospective Purchaser understands that CFMARC may rely on the confirmations, representations and warrants provided by the Prospective purchaser under this affidavit cum undertaking.

H. That in the event of any of any of the above statements are found to be untrue or incorrect then the Prospective purchaser unconditionally agrees to indemnity and hold harmless the CFMARC and /or the Secured Creditor.

I. That the Prospective Purchasers agrees and undertakes to disclose/ inform forthwith, to the CFMARC/Secured Creditor if the Prospective purchaser becomes aware of any change in factual information in relation to at any stage of the sale process.

K. 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

SIGNATURE

Note:- 29A declaration to be notarized on ZERO Rupees, Stamp paper.