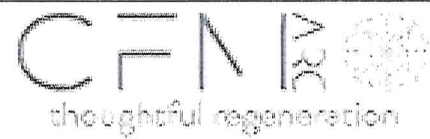


<p>REGISTERED OFFICE: BLOCK NO. A/1003, WEST GATE, NEAR YMCA CLUB, SUR NO. 835/1+3, S. G. HIGHWAY, MAKARBA, AHMEDABAD-380051 GUJARAT</p> <p>CORPORATE OFFICE: 1ST FLOOR, WAKEFIELD HOUSE, SPROTT ROAD, BALLARD ESTATE, MUMBAI-400038.</p>	 <p>CIN: U67100GJ2015PTC083994</p>
--	---

APPENDIX IV-A
SALE NOTICE IS FOR SALE OF IMMOVABLE PROPERTIES
UNDER THE PROVISIONS OF SARFAESI ACT, 2002.

Sale Notice for sale of immovable Assets under the Securitisation and Reconstruction of Financial Asset and Enforcement of Security Interest Act, 2002 (SARFAESI Act, 2002) read with proviso to rule 8(6) of the security interest enforcement Rule, 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 to the secured Creditor, the Physical possession of which has been taken by the authorized officer of CFM Asset Reconstruction Pvt Ltd (CFM-ARC) on 23-07-2024, the secured creditor will be sold "As is where is basis", "As is what is basis", and "Whatever there is basis", and "No recourse basis" on 29-11-2024 for recovery of Rs. 37,42,10,083.67 (Rupees Thirty Seven Crore Forty Two Lakh Ten Thousand Eighty Three and Paise Sixty Seven Only) as on 30-09-2024 and further interest and other costs thereon due to the secured creditor from Borrower Mr. Dinesh Shishupal Punia (Borrower and Mortgagor), Mrs. Manisha Dinesh Punia (Co-borrower & Mortgagor), Mr. Mahesh Shishupal Punia (Guarantor) and Mrs. Mamata Mahesh Punia (Guarantor).

DESCRIPTION OF SECURED PROPERTY	All that piece of Land bearing Survey no. 101 Hissa no. 38 bearing serial no. C.T.S. no. 1732 admeasuring 250 sq. Meters and Survey no. 102-A, Hissa no.11 Corresponding C.T.S. no. 1733-B (admeasuring 2200.80 sq. Meters As per Property Register Card) and C.T.S. no. 1733 - B/1 (admeasuring 138 sq. Meters as per property registered card) total admeasuring area of land 2588.80 sq. Meters together with two structures standing thereon called Orient Banquet (in aggregate admeasuring 3070.43 sq. Feet Built Up Area (BUA) which are duly assessed to the Municipal Property Taxes) of Village Erangal, Madh Marve Road, Taluka - Borivali, District Mumbai - 400 0061
SECURED DEBT	Rs. 37,42,10,083.67 (Rupees Thirty Seven Crore Forty Two Lakh Ten Thousand Eighty Three and Paise Sixty Seven Only as on 30-09-2024 and plus future interest and other costs till realization in full.
RESERVE PRICE (R.P.)	Rs.24,90,00,000/- [Rupees Twenty-Four Crore Ninety Lakh Only]
EMD	Rs.2,49,00,000/- [Two Crore Forty-Nine Lakh Only]



Corporate Office: 1st Floor, Wakefield House, Sprott Road, Ballard Estate, Mumbai - 400 038

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

www.cfmarc.in | info@cfmarc.in | +91- 22 40055282 | CIN: U67100GJ2015PTC083994

INSPECTION	On 8-11-2024 Time: 11.00 AM to 1.00 PM
LAST DATE / TIME FOR SUBMISSION OF BID	28-11-2024 on or before 5:00 PM
AUCTION DATE / TIME	29-11-2024 @ 12.30 PM to 1.30 PM
PLACE	CFM-ARC, 1 st Floor, Wakefield House, Ballard Estate, Mumbai - 038
CONTACT	Sapna Desai - 8879890250

Encumbrances if any: Not known to the secured creditor

For details, terms and conditions please visit the website of Secured Creditor's i.e. www.cfmarc.in.

This notice of 30 days is being given to all of you in compliance of Rule 8, Sub Rule 6 of SARFAESI Rules Under the SARFAESI Act 2002, informing all the Borrowers, all the Guarantors and all the Mortgagors about holding of auction/sale of the aforementioned Secured Property/ties / Secured Assets at the aforementioned date and time, 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 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: 26-10-2024

Place: Mumbai



Sd/-
Authorised Officer and Chief Manager
CFM Asset Reconstruction Pvt Ltd (CFM-ARC)
CFMARC Trust - 2 Apna

[Rs. 600/- Stamp paper and Notarized]

To,
The Authorised Officer,
CFM Asset Reconstruction Pvt. Ltd (CFMARC Trust 2 Apna)
1st Floor, Wakefied House, Sprott 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 SARFAEI 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 indemnity 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

TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

IN THE ACCOUNT OF DINESH PUNIA

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

Beneficiary Name	CFMARC TRUST 2 APNA
Bank and Branch	Union Bank of India, Fort-Mumbai
Account Number	005111100012224
IFSC	UBIN0800511

- 2) Bid should be along with self-attested copies of Adhar Card / PAN Card / Passport / Electricity Bill / Voter ID.
- 3) Bid document below Reserve Price and without KYC will be disqualified / Rejected.
- 4) Last date of submission of Bid document is as mentioned in the Sale Notice published in the newspapers.
- 5) The intending bidder should bid for entire immovable property. Bid for part property will be rejected.
- 6) The person deputed for inspection by the prospective bidder should carry with him appropriate POA and/or authorization on the letterhead of the organization he/she represents, failing which inspection may be refused.
- 7) The EMD of unsuccessful bidders shall be refunded within fifteen days of the date of Auction. The bidder will not be entitled to claim any interest if the refund of EMD is delayed beyond the said period for any reason whatsoever.
- 8) The Said Property shall be sold at a price not less than the Reserve Price mentioned Sale notice.
- 9) The offer should only be placed through bid document by submitting physically at the address mentioned above.
- 10) The entire procedure of conducting Auction shall be at the exclusive discretion of the Authorized Officer and intending purchaser shall have no right to object to the same.
- 11) The bid amount can be improved by Rs.5,00,000/- (Five Lakh) per bid/attempt during the auction once bid document is submitted.
- 12) The Said Property shall be sold to the highest bidder. The highest bidder shall have to tender the KYC documents with originals (Photo ID and address proof documents) and notarized 29A declaration as per IBC to the Authorised Officer for verification immediately. Post such



verification, the confirmation of sale of the Said Property, which shall be conveyed to the highest bidder, after following the process enumerated hereinabove.

- 13) The successful bidders will have to immediately, but not later than next working day, pay 25% of the sale price (after adjusting the Aggregate Earnest Money deposited) by way of RTGS 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 Property, or such other time as may be agreed to between CFM-ARC and the successful bidder, subject to the sole discretion of CFM-ARC.
- 14) In the event of any default in payment of any of these amounts, or if the sale is not completed by reason of any default on the part of the successful bidder, CFM-ARC in its absolute discretion, shall be entitled to forfeit all the moneys till then paid by the successful bidder and put up the assets in question for resale/disposal. Further, all costs, charges and expenses incurred by CFM-ARC on account of such resale shall be borne by such defaulting successful bidder who shall also be bound to make good any deficiency arising on such resale and he/she/they shall not be entitled to make any claim in the event of the assets realizing higher price on resale.
- 15) The bidder shall deduct and deposit with the concerned department/statutory body Tax Deducted at Source ("TDS"), as applicable under section 194-IA of the Income Tax Act, 1961. Such TDS shall be considered as part of the Offer made by the bidder.
- 16) The stamp duty, registration charges, Cess, sales tax, Value Added Tax ("VAT") (if applicable), transfer charges, if any, and all other incidental costs, charges and expenses in connection with the sale of the aforesaid assets shall be borne by the purchaser/successful bidder.
- 17) Transfer of the Said Property to the successful bidder shall be done by the Authorized Officer only upon payment of the entire bid consideration and other charges as per the terms contained herein.
- 18) As from the date of issuance of Sale Certificate, the purchaser shall hold the assets at his/her/their sole risk and cost as regards any loss or damage to the assets by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever and neither CFM-ARC nor the Authorized Officer shall be liable for any such loss or damages.
- 19) Presently there are no encumbrances known to CFM-ARC.
- 20) The Said Property are offered for sale on "**AS IS WHERE IS AND AS IS WHAT IS BASIS**" "**NO RECOURSE BASIS**". Neither CFM-ARC nor the Authorized Officer undertakes any responsibility to procure any permission/license etc. in respect of the Said Property 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 Property.
- 21) The bidders are advised in their own interest to verify and conduct a detailed Due Diligence of the Said Property and about any other dues from the respective authorities to their satisfaction before submitting the offers.
- 22) The successful bidder shall be deemed to have purchased the Said Property 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 Property or any part thereof after submission of the Bid.

- 23) The successful bidder shall, notwithstanding any discrepancy or variation in the names, quantities, survey numbers measurement, boundaries and abuttal as mentioned herein above or any public notice, accept the Said Property purchased by it/him.
- 24) The bidder shall purchase the Said Property on the same condition that the Said Property exists 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 the Sale Certificate by the Authorized Officer, the same shall be at the sole and entire risk and costs and account of the successful bidder as regards any risk, injury, loss or damage thereto or any part thereof from any cause whatsoever. The successful bidder shall not make any requisition for repairs or otherwise and the obligations of carrying out such repairs shall be solely that of the successful bidder.
- 25) Conditional offers will be treated as invalid. Likewise correspondence about any change in the offers will not be entertained. Any bidder who wishes to give a fresh offer for the Said Property on or before the last date prescribed for submission of the offers contemplated herein, may file a fresh offer with appropriate EMD.
- 26) The successful bidder will be bound by the regulations of the local / any other authority, as applicable with regard to the use of the Said Property along with its super structure, plant and machinery thereon, if being part of the Said Property contemplated herein.
- 27) If the dues of the existing charge-holders together with all costs, charges and expenses incurred by CFM-ARC are offered by or on behalf of the Borrower or guarantors at any time before the date of confirmation of sale, the Said Property or part thereof, shall not be auctioned.
- 28) The bidder shall not be entitled to withdraw or cancel offer once submitted unless permitted by Authorized Officer. If the bidder withdraws or cancels the offer, the EMD shall be liable to be forfeited and will also be liable to pay the Authorized Officer, the loss or damage suffered consequent upon withdrawing or canceling the offer. The assets in question will then be resold at the risk and consequences of the bidder.
- 29) On confirmation of sale by CFM-ARC and if the terms of payment have been complied with, the Authorised Officer exercising the power of sale shall issue Sale Certificate for immovable asset in favour of the purchaser/successful bidder in the form given in Appendix V of the Security Interest (Enforcement) Rules, 2002.
- 30) The sale certificate will be issued in the name of the purchaser(s) / Applicant(s) only and will not be issued/transferred in any other name(s).
- 31) The Authorized Officer is selling the Said Property pursuant to the powers derived from the SARFAESI Act. The Said Property 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 Property 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 Property. 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 Property put up for sale



hereunder and no warranty or assurances of any kind is given by the Authorized Officer and/or CFM-ARC.

- 32) The bidder shall be deemed to have undertaken a due diligence of the Said Property, and that the bidder are presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.
- 33) The Authorized Officer reserves right to reject any or all offer/s without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the bidder or sell the assets through private negotiations with any of the bidders or any other party/parties or invite fresh offers. CFM-ARC's decision in this regard shall be final & binding.
- 34) The Authorized Officer will be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in light of the facts & circumstances of the case.
- 35) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals in Mumbai only.
- 36) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the rules framed thereunder.
- 37) **Other terms and conditions pertaining to Auction:**
 - a) Only Physical Auction/bidding will take place.
 - b) Bidders are cautioned to be careful while submitting their bid amount and to check for alteration, if any, before confirming the same.
 - c) No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the EMD in full will be forfeited.
 - d) Only upon verification of the bid form and confirmation of remittance of Aggregate EMD through NEFT/RTGS, bidder will be allowed to bid further and or improve offer.
 - e) All bids placed as required will considered as bid for himself/herself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason.
 - f) The highest bid on the auction shall supersede all the previous bids of all the bidders. The bidder with the highest offer/ bid does not get any right to demand acceptance of his bid in case any stay order is received by CFM-ARC by any forum.
 - g) The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the CFM-ARC. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.



Sd/-

Authorized Officer

BID DOCUMENT / PARTICULARS OF THE BIDDER

IN THE ACCOUNT OF DINESH PUNIA

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

- 4) Telephone Nos. (Landline) _____
(Mobile) _____ (E-Mail) _____
- 5) Document of proof of identity (tick whichever is being attached):
 - a. PAN Card Number _____
 - b. Voter Identity Card Number _____
 - c. Passport Number _____
 - d. Certificate of Incorporation Number _____
 - e. 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

