

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-380051 Gujarat"

CORPORATE OFFICE: 1ST FLOOR, WAKEFIELD HOUSE, SPROTT ROAD, BALLARD ESTATE, MUMBAI-400038

EMAIL: chetan.rajpurohit@cfmarc.in

CONTACT: 079-66118554 & 079-6611855

Mobile : 9892816471



APPENDIX- IV-A

[See proviso to rule 8 (6)]

SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES

E-auction Sale Notice for Sale of Immovable Assets under the Securitization 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.

CFM Asset Reconstruction Private Limited ('CFM-ARC') (acting in its capacity as Trustee of CFM-ARC Trust - 117) have acquired the entire outstanding debt along with underlying securities of **Kamlesh Kumar and Ors. (Borrower & Co-Borrowers')** under section 5 of the said Act vide Registered Assignment Agreement dated 02.05.2023 and by virtue of the said Assignment Agreement, Nido Home Finance Limited (Formerly Known as Edelweiss Housing Finance Limited) assigned all the rights, title and interests along with underlying securities and guarantees in favor of CFM-ARC.

Notice is hereby given to the public in general and in particular to the Borrowers and Guarantors that the below described immovable properties (Secured Assets) mortgaged/charged to the Secured Creditor, the Symbolic possession of which has been taken by the Authorised Officer of CFM-ARC on 02.07.2024 will be sold on "As is where is basis", "As is what is basis", and "Whatever there is basis", and "No recourse basis" on **18th September 2024** for recovery of **Rs. Rs.1,55,44,143.90/- (Rupees One Crore Fifty – Five Lakh Forty – Four Thousand One Hundred Forty – Three & Ninety Paise Only) & 87,75,435.78 (Rupees Eighty – Seven Lakh Seventy – Five Thousand Four Hundred Thirty – Five and Seventy-Eight Paise Only)** due and payable as on 9.03.2023 together with further interest from 10.03.2023 & expenses thereon minus recovery, if any due to the secured creditors from (1) **Mr. Kamlesh Kumar (Borrower)**, (2) **Nitu Kumar, (Co-Borrower/ Mortgagor)** Winsoft Educare Private Limited, Winsoft Edutech Private Limited, Winsoft International Studies Private Limited (**Co-Borrowers**).

DESCRIPTION OF SECURED PROPERTY:	All That Part And Parcel Of The Property Entire Third Floor With Roof/ Terrace Right Upto Sky, With Common Rights Of Stair Case, Main Gate And Passage, With All Other Common Facilities & With The
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	Proportionate Share Of The Land Underneath , Floor / Portion Of Built Up Freehold Property No. A-337, Land Measuring 400.00 Sq Yrds , Situated At Layout Plan Of The Janta CHBS Ltd. Known As Meera Bagh ,Paschim Vihar Delhi 110087 owned by Mrs. Nitu Kmar, Bounded:- North: Plot No 336, South: Plot No 338, West: Plot No 320, East: 200 Ft Wide Outer Ring Road
SECURED DEBT:	Rs.1,55,44,143.90/- (Rupees One Crore Fifty – Five Lakh Forty – Four Thousand One Hundred Forty – Three & Ninety Paise Only) & 87,75,435.78 (Rupees Eighty – Seven Lakh Seventy – Five Thousand Four Hundred Thirty – Five and Seventy-Eight Paise Only) due and payable as on 9.03.2023 together with further interest from 10.03.2023
RESERVE PRICE (RP):	Rs.3,15,00,000/- (Rupees Three Crore Fifteen Lakhs Only)
EMD:	Rs.31,50,000/- (Rupees Thirty-One Lakhs Fifty Thousand Only)
TIME:	E-Auction/Bidding through website
DATE:	https://www.bankeauctions.com
PLACE: For E-AUCTION	Date: - 18.09.2024 - Time: 11.00 AM to 12.00 PM
INSPECTION	With prior consultation of Authorised Officer
LAST DATE AND TIME FOR BID SUBMISSION:	On or before 5:00 PM on 17.09.2024
CONTACT:	Dr. Chetan Rajpurohit – 9892816471 Email: chetan.rajpurohit@cfmarc.in

Encumbrances if any: Not known to the secured creditor

For detailed terms & conditions of the sale through e auction, please refer to the link provided in Secured Creditors website i.e. <https://www.cfmarc.in> before submitting bids for taking part in the e-auction.

Bidders may also visit the website <https://www.bankeauctions.com> or contact service provider M/s. C1 India Private Limited. Bidder Support Nos.: 0124-4302020 / 21 / 22, +91 7291981124 / 1125 / 1126; email: support@bankeauctions.com, Mr. Bhavik Pandya, Contact No. +91 8866682937; Maharashtra@c1india.com

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 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

Authorised Officer
CFM Asset Reconstruction Pvt. Ltd.
Acting as trustee of CFMARC Trust - 117

Date: 14.08.2024
Place: Ahmedabad



TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

IN THE ACCOUNT OF KAMLESH KUMAR AND ORS

- 1) The public e-auction sale is being conducted by Authorised officer under the provisions of SARFAESI Act with the aid through e-auction. Auction/bidding shall be only through "online Electronic Mode" through website <https://www.bankeauctions.com>. M/s C1 India Private Limited is the service provider to arrange platform for e-auction.
- 2) The Bids document along-with declaration as given below shall be submitted electronically on <https://www.bankeauctions.com>; Name :Bhavik Pandya; email: maharashtra@c1india.com. Mobile No. 8866682937 by bidder along with DD or UTR details of requisite EMD amount. Bank details for online transaction are mentioned below:

Beneficiary Name	CFMARC Trust - 117
Bank and Branch	Union Bank of India, Andheri Branch
Account Number	002811010000111
IFSC	UBIN0800287
- 3) Bid should be along with self-attested copies of Aadhar Card/PAN Card / Passport / Electricity Bill/Voter ID.
- 4) Bid document below Reserve Price and without KYC will be disqualified / Rejected by the Authorised officer of the Secured Creditor at his/her discretion.
- 5) The intending bidders should also submit a copy of the bid form submitted "online" along with the UTR No of NEFT/RTGS remittance towards EMD in sealed cover addresses to the authorized officer, CFM Asset Reconstruction Private Limited, Block No A/1003, West Gate, Nr YMCA Club, Sur No 835/1+3, S G Highway, Makarba, Ahmedabad -380051, Gujarat so as to reach the same on or before 5.00 pm on **17.09.2024**
- 6) The intending bidder should bid for residential immovable property i.e. the entire Secured Asset. Any bid for part property shall be rejected by the Authorised Officer without any reason to the prospective bidder.
- 7) 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.
- 8) 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.
- 9) The Secured Asset shall be sold at a price not less than the Reserve Price mentioned hereinabove.



- 10) The offer should only be placed through bid document by submitting through E-auction portal.
- 11) 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.
- 12) The bid amount can be improved by Rs. 25,000/- (Twenty-five thousand) per bid/attempt ('**Bid Multiplier**') during the auction once bid document is submitted.
- 13) The Said Properties 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) to the Authorized officer for verification immediately. Post such verification on confirmation of sale of the said properties, which shall be conveyed to the highest bidder, after following the process enumerated hereinabove.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) 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.
- 20) Presently there are no encumbrances known to CFMARC.



- 21) 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.
- 22) The bidders are advised in their own interest to verify and conduct a 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.
- 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 E-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.

Date:14.08.2024
Place: Ahmedabad



Authorised Officer
CFM Asset Reconstruction Pvt. Ltd.
Acting as trustee of CFMARC Trust – 117

BID DOCUMENT

IN THE ACCOUNT OF KAMLESH KUMAR AND ORS
ORS.

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 OF BIDDER/OFFEROR

DECLARATION BY BIDDER / OFFEROR
IN THE ACCOUNT OF KAMLESH KUMAR AND ORS

- (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 Kamlesh Kumar and Ors. 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 OF BIDDER/OFFEROR

