

TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

IN THE ACCOUNT OF M/s ROYAL AGRO FOOD INDUSTRIES

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

Beneficiary Name	CFMARC Trust – 1 Apna Bank
Bank and Branch	Apna Bank, Parel Main branch
Account Number	015012100000650
IFSC	ASBL000015

- 2) Bid should be along with self-attested copies of Aadhar Card / PAN Card / Passport / Electricity Bill/Voter ID.
- 3) The said property shall be sold at a price not less than the Aggregate Reserve Price mentioned in the sale notice published in the newspaper. 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 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 offer should only be placed through bid document by submitting physically at the address mentioned in the sale notice.

- 9) 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.
- 10) The bid amount can be improved by ₹.1,00,000/- (Rupees One Lakh) per bid/attempt during the auction once bid document is submitted.
- 11) 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) to the Authorised Officer for verification immediately. Post such verification, on confirmation of sale of the said property, which shall be conveyed to the highest bidder, after following the process enumerated hereinabove.
- 12) 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 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 and as per provisions of Security Enforcement Rules,2002.
- 13) 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.
- 14) 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.
- 15) 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.

- 16) 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.
- 17) 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.
- 18) The encumbrances known to CFM-ARC Not known to us.
- 19) The said property is offered for sale on **“As is where is basis,” “As is what is basis,” and “Whatever there is basis,” and “No recourse basis.”** 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 premium/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.
- 20) The bidders are advised in their own interest to verify and conduct a detailed Search & Due Diligence of the said property and about any other dues from the respective authorities to their satisfaction before submitting the offers.
- 21) 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.
- 22) 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.

- 23) The bidder shall purchase the said property in the same condition that the said property 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.
- 24) 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.
- 25) 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, if being part of the said property contemplated herein.
- 26) 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.
- 27) 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.
- 28) 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.
- 29) 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).

- 30) 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.
- 31) 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.
- 32) 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.
- 33) 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.
- 34) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals in Mumbai only.
- 35) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the rules framed thereunder.
- 36) **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/IMPS, 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 IN THE ACCOUNT OF M/S ROYAL AGRO FOOD INDUSTRIES

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. Aadhar Card Number _____
 - b. PAN Card Number _____
 - c. Voter Identity Card Number _____
 - d. Passport Number _____
 - e. Certificate of Incorporation Number _____
 - f. Partnership Deed 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 M/S ROYAL AGRO FOOD INDUSTRIES

- (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 property in the aforesaid account 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

To,
The Authorized Officer,
CFM Asset Reconstruction Pvt. Ltd (CFMARC)
CFM ARC T-1 Apna Bank
1st Floor, Wakefield House, Sprott Road, Ballard Estate,
Mumbai 400 038

Affidavit cum Undertaking to be executed and notarised

I/We, _____

_____ (name(s) of the of the
Purchaser etc.) s/o _____, aged about _____ years, currently residing
at _____ and having PAN No(s) _____;
_____; _____ and _____. & Aadhar
No. _____,
_____ and _____ on behalf of
_____ - (name of the Prospective Purchaser) presently residing at
_____ (herein
referred as the "Prospective Purchaser") pursuant to Authorization of the Board of Directors/ Power
of Attorney) of the Prospective Purchaser dated _____, (as enclosed herewith), do
solemnly affirm and state as under:

a. That I /We am duly authorized and competent to make and affirm this affidavit for and on behalf
of the Prospective Purchaser in terms of resolution of Board of Directors/ Power of Attorney
dated _____, I hereby unconditionally state, submit and confirm that the document is
true, valid, and genuine.

b. I /We hereby unconditionally state, submit and confirm that the Prospective Purchaser is not
disqualified from submitting the offer letter and /or tender to purchase the property being
_____ (_____
hereinafter referred as "the secured asset") by way of Private treaty or by way of any other mode
of sale as laid down under SARFAEI Act, 2002 read with the rules thereunder 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 _____ (name of borrower/mortgagor)

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 Honorable 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 favor 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 it 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 indemnify 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 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 -----, ----- (Year)

Deponent

MMRDA मुंबई महानगर प्रदेश विकास प्राधिकरण (महाराष्ट्र शासन अंगिकृत) २ रा मजला, अधिष्ठाता कार्यालय, फ्लॉट क्र. आर-५, आर-६, आर-७, मु.म.प्र.वि.प्रा. नवीन इमारत, चॉक-कुरल संकुल, चांदे (पूर्व), मुंबई-४००००५

सीएफएम असेट रिक्तदृश्यन प्रायव्हेट लिमिटेड नोंदणीकृत कार्यालय : अधिकांक क्र. ए/१००३, वेंकट गेट, वायव्यपश्चिम कल्लव जवळ, स. क्र. ८३५/१+३, एन जी हावे, माकावा, अद्ययावत, गुजरात - ४०००४१

मुंबई येथील कर्जवसुली न्यायाधिका. २ ३रा मजला, एमटीएनएल भवन, स्टूडेंट रोड, कुलाबा मार्केट, कुलाबा, मुंबई-४००००५

जाहीर नोटीस या जाहीर नोटीसी द्वारे त्याम लोकांस कळविण्यात येते की गांव मोजे खनिडे ता. वरुण वि. पालख भोवतल सर्व क्रमांक १५८ हे आर. ०२८२०

Piramal Finance पिरामल कॅपिटल अॅण्ड हाऊसिंग फायनान्स लि. (पीसीएफएल) (दीव्या हाऊसिंग फायनान्स कॉर्पोरेशन लि. अशी पूर्वी ज्ञात)

सीएफएम असेट रिक्तदृश्यन प्रायव्हेट लिमिटेड (सीएफएम-एआरसी) (सीएफएम-एआरसी ट्रस्ट-१) असेट रिक्तदृश्यन प्रायव्हेट लिमिटेड (सीएफएम-एआरसी) (सीएफएम-एआरसी ट्रस्ट-१)

मुंबई येथील कर्जवसुली न्यायाधिका. २ ३रा मजला, एमटीएनएल भवन, स्टूडेंट रोड, कुलाबा मार्केट, कुलाबा, मुंबई-४००००५

जाहीर सूचना सर्व लोकांस कळविण्यात येते की गांव मोजे - स्मेल, ता. वरुण वि. पालख भोवतल सर्व क्रमांक १५८ हे आर. ०२८२०

Table with 6 columns: कर्ज कोड/साखा/कर्जदार/सह-कर्जदार/हमीदार, मागणी सूचनेची तारीख व रक्कम, मिळकत पत्ता अंतिम, राखीव किंमत, इतरात रक्कम (इअर) (रा. कि. च्या १०%), धक्याची रक्कम (३१.०९.२०२४)

केनरा बँक Canara Bank दोस्ती पिनकॉल, प्लॉट क्र. १०५ इमारत १०५, १ ला मजला, रोड क्र. २२, नवीन पासपोर्ट कार्यालयाच्या वर, वागळे इंडस्ट्रियल स्ट्रेट, ठाणे

रिजल ऑफिस ठाणे, शिवाजी नगर, प्लॉट क्र. १०५, १ ला मजला, रोड क्र. २२, नवीन पासपोर्ट कार्यालयाच्या वर, वागळे इंडस्ट्रियल स्ट्रेट, ठाणे

शुभ मिळकतीच्या विक्रीकरिता विक्री सूचना

Table with 6 columns: अ. क्र., इमारत, मजला क्र., फ्लॉट क्र., चर्चट क्षेत्र (चौ. फू.), विक्री योग्य क्षेत्र (चौ. फू.)

Table with 6 columns: अ. क्र., कर्जदार, कर्ज खाते क्र., रोहिंस धक्याची २२.०८.२०२४, गहाणघट्टदारांचे नाव, ताराचे तपशील क्षेत्र चौ. फू. मध्ये, राखीव किंमत आणि इतरात रक्कम (इअर) (इअर) (रा. कि. च्या १०%), शाखाचे नाव आणि संपर्क तपशील

Table with 6 columns: अ. क्र., कर्जदार, कर्ज खाते क्र., रोहिंस धक्याची २२.०८.२०२४, गहाणघट्टदारांचे नाव, ताराचे तपशील क्षेत्र चौ. फू. मध्ये, राखीव किंमत आणि इतरात रक्कम (इअर) (इअर) (रा. कि. च्या १०%), शाखाचे नाव आणि संपर्क तपशील

Table with 6 columns: अ. क्र., इमारत, मजला क्र., फ्लॉट क्र., चर्चट क्षेत्र (चौ. फू.), विक्री योग्य क्षेत्र (चौ. फू.)

एकर मालमतेच्या वैयक्तिक बोलोपेशा संपूर्ण बिलिंगसाठी बोली विकारात घेण्यात येईल. विक्री "जे आहे जेथे आहे" आणि "जे काही आहे तेथे आहे" तत्वावर होईल.

विक्रीच्या तपशीलवार अटी आणि शर्तीसाठी कृपया www.bankauctions.com द्वारे प्रदान केलेली ई-लिवाय लिंक पहा. ए. https://www.bankauctions.com

विक्रीच्या तपशीलवार अटी आणि शर्तीसाठी कृपया www.bankauctions.com द्वारे प्रदान केलेली ई-लिवाय लिंक पहा. ए. https://www.bankauctions.com

विक्रीच्या तपशीलवार अटी आणि शर्तीसाठी कृपया www.bankauctions.com द्वारे प्रदान केलेली ई-लिवाय लिंक पहा. ए. https://www.bankauctions.com