



Asset Reconstruction Company (India) Ltd. (Arcil)

Acting in its capacity as Trustee of Arcil- SBPS-001-XIII-Trust set up in respect of financial assets relating to M/s. Kamackhya Designer Pvt. Ltd.
Arcil Office: The Ruby, 10th floor, 29, Senapati Bapat Marg, Dadar (West) Mumbai-400 028
Website: www.arcil.co.in; CIN-U65999MH2002PLC134884

PUBLIC NOTICE FOR SALE THROUGH ONLINE E-AUCTION IN EXERCISE OF THE POWERS UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 (SARFAESI ACT) READ WITH RULES 6, 8 & 9 OF SECURITY INTEREST (ENFORCEMENT) RULES, 2002

Notice is hereby given to the public in general and to the Borrower (s) / Guarantor (s) / Mortgagor (s), in particular, that the below described immovable property mortgaged/charged to the Asset Reconstruction Company (India) Limited, acting in its capacity as Trustee of Arcil-SBPS-001-XIII-Trust ("ARCIL") (pursuant to the assignment of financial asset by State Bank of India, to ARCIL vide registered Assignment Agreement dated July 18, 2014), will be sold on "As is where is", "As is what is", "Whatever there is" and "Without recourse basis" by way of online e-auction, for recovery of outstanding dues of together with further interest, charges and costs etc., as detailed below in terms of the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Rules 6, 8 and 9 of the Security Interest (Enforcement) Rules, 2002.

Name of the Borrower	M/s. Kamackhya Designer Pvt. Ltd., 8C, Northern Avenue, 1st Floor, Kolkata - 700037 and also at, 211, Bus Stand, Police Station - Rajarhat, Kolkata - 700135 Represented by - Mr. Nirupam Saha (Director) 211, Bus Stand, Police Station - Rajarhat, Kolkata - 700135; Mrs. Sujata Saha (Director) 211, Bus Stand, Police Station - Rajarhat, Kolkata - 700135	
Name of the Guarantors/ Co-Borrowers/Mortgagors	(1) Mr. Nirupam Saha, 211, Bus Stand, Police Station - Rajarhat, Kolkata - 700135 (2) Mrs. Sujata Saha, 211, Bus Stand, Police Station - Rajarhat, Kolkata - 700135 (3) Mr. Anupam Saha, 211, Bus Stand, Police Station - Rajarhat, Kolkata - 700135 (4) Mr. Baidyanath Saha, 211, Bus Stand, Police Station - Rajarhat, Kolkata - 700135 (5) Mrs. Dolly Saha, 211, Bus Stand, Police Station - Rajarhat, Kolkata - 700135	
Outstanding amount as per SARFAESI Notice dated January 10, 2012	Rs.6,96,50,195/- (Rupees Six Crore Ninety Six Lakh Fifty Thousand One Hundred and Ninety Five Only) as on April 30, 2015 together with further interest thereon from May 01, 2015 till payment/ realization.	
Possession	ARCIL has taken Symbolic possession as per provisions of SARFAESI Act, 2002 on September 17, 2015.	
Date of Inspection	Will be arranged on request	
Earnest Money Deposit (EMD)	EMD Amount: Rs.4,60,000/- (Rupees Four Lakh Sixty Thousand Only). The Earnest Money has to be deposited by way of DD or RTGS Favouring "Asset Reconstruction Company (India) Ltd.", Current Account: 02912320000561, HDFC Bank Limited, Branch: Lower Parel, Mumbai, IFSC Code: HDFC0000291	
Last Date for submission of Bid & EMD	11.12.2024 before 11:00 a.m.	
Reserve Price	Rs. 46,00,000/- (Indian Rupees Forty Six Lakh Only)	
Bid Increment	Rs. 20,000/- (Rupees Twenty Thousand only) & in such multiple.	
Date & Time of E-Auction	11.12.2024 at 2.00 pm	
Link for Tender documents	www.arcil.co.in	
Pending Litigations known to ARCIL	T.S. 183 of 2010 pending in the Court of Ld. 1st Civil Judge (Jr. Division), at Barasat, North 24 Parganas.	
Encumbrances/Dues known to ARCIL	To the best of knowledge and information of the Authorized Officer, there are no encumbrances on the property except the property is under occupation of tenant and a temporary injunction order has been passed by Civil Judge (Jr. Div.), 1st Court, Barasat, North 24 Parganas restraining eviction of the tenant in a title suit matter T.S. 183 of 2010.	
Description of the Secured Asset being auctioned.	Description of the mortgaged Properties	Admeasures - 5 Cottahs All that piece and parcel of Land measuring 5 Cottahs with building situated at Sabek Dag No. 649, RS Hal Dag No. 337, Khatian No. 131, LR Khatian No. 247/1, JL. No. 28, R.S No. 50, Touzi No. 2998, LR Touzi No. 10, Police Station - Rajarhat, District - North 24 Parganas, Mouza: Bhatenda, Sub-Registry - Bidhannagar Salt Lake City, Pargana - Kolkata, butted and bounded as follow: North - 72 feet long land of same Dag No.; South - Personal Road of Aarti Bose; East - 50 ft wide land of same Dag No.; West - 25 ft wide Public Road. As per title deed no. I-4838 dated 04.05.2006 in the name of Mr. Baidyanath Saha, Mrs. Dolly Saha, Mr. Anupam Saha & Mr. Nirupam Saha.

Terms and Conditions:

- The Auction Sale is being conducted by the Authorised Officer under the provisions of SARFAESI Act with the aid and through e-auction. Auction/ Bidding shall be only through "Online Electronic Mode" through the website www.arcil.co.in. Arcil is the service provider to arrange platform for e-auction.
- The Auction is conducted as per the further Terms and Conditions of the Bid Document and as per the procedure set out therein. Bidders may go through the website of ARCIL, www.arcil.co.in and the link mentioned herein above as well as the website of the service provider, ARCIL for bid documents, the details of the secured asset put up for auction/ obtaining the bid forms.
- The bidders may participate in the e-auction quoting/ bidding from their own offices/ place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised Officer/ ARCIL/ service provider shall not be held responsible for internet connectivity, network problems, system crash down, power failure etc.
- For details, help, procedure and online training on e-auction, prospective bidders may contact Mr. Koushik Dutta - 9674757441, Mr. Meraj Sayed- 9820485425 email id: koushik.dutta@arcil.co.in; meraj.sayed@arcil.co.in
- All the intending purchasers/ bidders are required to register their name in the portal mentioned above as www.arcil.co.in and get user ID and password free of cost to participate in the e-auction on the date and time as mentioned aforesaid.
- For inspection of the property or more information, the prospective bidders may contact Mr. Koushik Dutta - 9674757441 / Mr. Meraj Sayed - 9820485425.
- At any stage of the auction, the Authorised Officer may accept/reject/modify/cancel the bid/offer or post-poner the auction without assigning any reason thereof and without any prior notice.
- The successful purchaser/bidder shall bear any statutory dues, taxes, fees payable, applicable GST on the purchase consideration, stamp duty, registration fees, etc. that is required to be paid in order to get the secured asset conveyed/delivered in his/her/its favour as per the applicable law.
- The intending bidders should make their own independent enquiries/ due diligence regarding encumbrances, title of secured asset put on auction and claims/rights/dues affecting the secured assets, including statutory dues, etc., prior to submitting their bid. The auction advertisement does not constitute and will not constitute any commitment or any representation of ARCIL. The Authorized Officer of ARCIL shall not be responsible in any way for any third-party claims/rights/dues.
- The particulars specified in the auction notice published in the newspapers have been stated to the best of the information of the undersigned; however undersigned shall not be responsible / liable for any error, misstatement or omission.
- In the event of and on later development due to intervention/order of any court or tribunal save appropriate legal opinion and legal remedy available to ARCIL, if the sale is required to be cancelled ARCIL shall refund the "EMD" and/ or "Sale Proceeds" only without interest and the purchaser / bidder. The Purchaser/ Bidder shall have no right to raise any claim, against ARCIL or its officers, of whatsoever nature with respect to loss, damages, costs/expenses, loss of business opportunity etc.
- The Borrower/ Guarantors/ Mortgagors, who are liable for the said outstanding dues, shall treat this Sale Notice as a notice under Rules 8 and 9 of the Security Interest (Enforcement) Rules, about the holding of the above mentioned auction sale.
- In the event, the auction scheduled hereinabove fails for any reason whatsoever, ARCIL has the right to sell the secured asset by any other methods under the provisions of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 and SARFAESI Act, 2002.

Place : Kolkata
Date : November 08, 2024

Sd/
Authorized Officer
Asset Reconstruction Company (India) Limited
Trustee of ARCIL - Arcil-SBPS-001-XIII-Trust

Ref No. [●]

TERMS AND CONDITIONS OF INVITATION AND SALE

**Asset Reconstruction Company (India) Limited ("Arcil")
The Ruby, 10th floor, 29, Senapati Bapat Marg, Dadar (West)
Mumbai- 400 028.**

acting in its capacity as Trustee of [Name of the Trust] set up in respect of financial assistance pertaining to [name of the Borrower]

Sale on "As is where is, As is what is, Whatever there is and Without recourse basis" of the Secured Assets (*defined below*) under Section 13(4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("Securitisation Act") read with the Security Interest (Enforcement) Rules, 2002 ("Rules").

In exercise of the powers conferred under the Securitisation Act read with the Rules, the Authorised Officer of Arcil issued a Demand Notice dated [●] under Section 13(2) of the Securitisation Act calling upon the Borrower, mortgagor and/or guarantor¹ to pay the secured debt of Rs. [●] as on [●] with further interest, costs, other charges and expenses thereon from [●]. As the Borrower, mortgagor and/or guarantor failed to make payment despite receipt of the Demand Notice on [●], the Authorised Officer took possession of the Secured Assets under the Securitisation Act on [●] after complying with all legal formalities and applicable procedure. The Authorised Officer of Arcil is entitled to sell the Secured Assets by virtue of powers conferred upon him under Section 13(4) of Securitisation Act read with Rule 9 of the Rules. The proposed sale is intended to be carried out by inviting tenders/bids from public on **"As is where is, As is what is, Whatever there is and without recourse basis"** and on such terms and conditions enclosed herewith. The Notice of Sale was published in [●] and [●] on [●]. In pursuance thereof, tender/bids are hereby called from the intending purchasers for the proposed sale of the Secured Assets, on the details set-forth hereunder:

DETAILS OF THE PROPOSED SALE

1. Name of the Borrower/Guarantor/Mortgagor – [●]
2. Description and full particulars of the Secured Assets

Description of the Secured Assets	Reserve Price (Rs.)	Earnest Money Deposit ("EMD") (Rs.)	Name of the Owner / Mortgagor/Hypothecator
Immovable Property			
[●]	[●] (Rupees [●] only)	[●] (Rupees [-] only)	[●]
Movable Property			
[●]	[●]	[●]	[●]

¹ To be retained if applicable

	(Rupees only) [●]	(Rupees only) [-]	
Total	[●]	[●]	

3. An indicative timeline is given below to assist the Offeror in planning their schedule. It may be noted that the timeline is indicative and subject to changes at the sole discretion of Arcil without assigning any reasons.

Sr. No.	Activity	Indicative Date
1	Collection of TERMS OF INVITATION AND SALE from Arcil office	[●]
2	Site visits	[●]
3	Submission of the Offer along with the EMD	[●] to [●] (both dates inclusive) between [●] am and [●] pm
4	Date and time of opening of the Offer	[●] at [●] am/pm
5	Venue for opening of Offer	[●]
6	Inter se bidding (E-auction), if required	[●]

4. Encumbrances/liabilities known to Arcil:

Sr No.	Particulars	Amount in Crore
1.	Income Tax	
2.	VAT	
3.	Public Deposits	
4.	TDS	
5.	CST	
6.	ESIC	
7.	Custom Duty	
8.	PF	
9.	Profession Tax	
10.	Service Tax	
Total		

Sources of information:

Sr. No. 1: As per notice dated [●] u/s 142(1) of Income Tax Act, 1961.

Sr. No. 2–10: As per audited annual report for FY [●] of the Borrower.

5. The incremental bid range for auction over and above of Reserve Price shall be as under- .

Reserve Price Range	#Minimum Incremental Bid amount
Upto 5.00 Lacs	0.01 Lacs
5.01 - 25.00 Lacs	0.05 Lacs

25.01 – 50.00 Lacs	0.20 Lacs
50.01 Lacs – 1.00 Crores	0.25 Lacs
1.01 – 5.00 Crores	0.30 Lacs
5.01 – 10.00 Crores	0.50 Lacs
10.01 – 50.00 Crores	1.00 Lacs
50.01 – 100.00 Crores	5.00 Lacs

6. #The minimum incremental bid amount shall not be modified/ altered /changed during the auction Apart from the encumbrances mentioned, Arcil is not aware of any other pending/outstanding statutory and/or any other dues or encumbrances of any kind whatsoever.

7. The sale proceeds shall be distributed in accordance with the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or other applicable laws.

For Asset Reconstruction Company (India) Ltd
Authorized Officer
Date: [●]

TERMS AND CONDITIONS OF THE INVITATION AND SALE

1. The persons interested in submitting quotations/offers on **“As is where is, As is what is, Whatever there is and Without recourse basis”** shall submit offers (such person giving the quotation/offer is herein after referred to as **“Bidder”** or **“Offeror”** and the quotation/offer given is hereinafter referred to as **“Offer”**) for purchase of the Secured Asset.
2. The Offers should be submitted only in the prescribed Bid/Offer Form, as provided under Schedule I, hereto, and should be accompanied by the Declaration, as provided under Schedule II, hereto. The Bidder/ Offeror would be required to submit the credit worthiness of its net worth, in the form and manner acceptable to Arcil. The Offers in duly completed Bid/Offer Form, the Declaration and the Demand Draft/Pay Order/ NEFT/ RTGS drawn on a scheduled Bank in favour of **“Asset Reconstruction Company (India) Ltd.”**, payable at **Mumbai** towards the Earnest Money Deposit (**“EMD”**) as per clause 3 below together with the credit worthiness certificate, should be put in an envelope which should be sealed and super scribed with words **“Offer from M/s./Mr./Mrs./Ms. [-] for purchase of the Secured Asset of [name of the Borrower/Mortgagor]”** and the said envelope should be submitted to the Authorised Officer at Asset Reconstruction Company (India) Ltd., 10th floor, The Ruby, 29, Senapati Bapat Marg, Dadar (W), Mumbai – 400 028 on or before 3.00 p.m. on a working day. Any Offer not in the prescribed Offer Form or submission of any incorrect information may be treated as invalid and no correspondence shall be entertained any further by Arcil in this behalf.
3. All Offers submitted must be accompanied by Earnest Money Deposit, as stated above, by way of a pay-order/demand draft, drawn on a Scheduled Bank, in favour of **“Asset Reconstruction Company (India) Limited”**, payable at **Mumbai**. The EMD shall be returned to unsuccessful Bidders/Offerors within 7 (seven) working days from the date of auction, however, all Bidders/Offerors shall keep their tender/Offer valid/open for acceptance for a period of 30 (Thirty) days from the date of auction. The EMD shall not carry any interest, in case the refund of EMD is delayed, for any reason whatsoever. In case of a successful bidder, the EMD shall not be refundable, and instead shall be adjusted against the purchase consideration.
4. The Bidders/Offerors, interested in inspection of Secured Assets may contact the Authorised Officer by giving at least 2 (two) working days’ advance notice to Authorised Officer for a site visit from [-] to [-] (10 am to 5 pm). The person deputed for inspection by the Bidder/Offeror should carry with him/them appropriate authorizations on the letterhead of the organization/person he/she/they represent(s), failing which the inspection may be refused. It is to be noted that not more than one inspection per Bidder/Offeror shall be permitted by Arcil and any cancellation at the behest of the Bidder/Offeror shall not entitle such Bidder/Offeror for a reschedulement of the inspection of Secured Assets, unless otherwise desired or agreed upon by Arcil.
5. The Authorised Officer will evaluate Offers received from prospective buyers/Offerors and the decision of Arcil/Authorised Officer in this regard shall be final and binding on the Bidder/Offeror. By accepting this document, the Bidder/Offeror undertakes not to question, challenge, raise issues in any court of law, tribunal or forum relating to the sale of Secured Assets.

6. Any discussion or clarification sought with respect to an Offer shall not constitute, or be construed to mean, an invitation or commitment by the Authorised Officer/Arcil to enter into any agreement, undertaking or covenant with the Bidder/Offeror in relation to sale of Secured Assets. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by the Authorised Officer/Arcil and Arcil is not obliged to respond to questions or provide clarifications sought by the Bidder/Offeror.
7. The Offer shall be opened and thereafter, each Bidder/Offeror, including online participants, will be allotted a user ID and password for E-auction and the Bidders/Offerors may be invited to raise/revise their Offer upwards in inter-se bidding to be held after opening all bids on [-]. Such inter-se bidding shall start from 3.00 p.m. on [-]. The Authorised Officer/Arcil may seek further clarifications/discussions on the Offer submitted by the Bidder/Offeror at any point of time till conclusion of the sale of Secured Assets in favor of the successful Bidder/Offeror.

Note: Online participants may visit our website: www.arcil.co.in for information on E-Auction and bidding process and/or contact Mr. [-]. Phone no: [-].

8. The Bidder/ Offeror (s) may participate in the E-auction from their own offices/ place of their choice. Internet connectivity shall have to be arranged by each bidder himself/herself/itself. The Authorised Officer/ARCIL/ service provider shall not be held responsible for the internet connectivity, network problems, system crash down, technical lapses/failures, power failure etc.
9. The incremental bid range for the auction over and above the Reserve Price shall be as under- .

Reserve Price Range	#Minimum Incremental Bid amount
Upto 5.00 Lacs	0.01 Lacs
5.01 - 25.00 Lacs	0.05 Lacs
25.01 – 50.00 Lacs	0.20 Lacs
50.01 Lacs – 1.00 Crores	0.25 Lacs
1.01 – 5.00 Crores	0.30 Lacs
5.01 – 10.00 Crores	0.50 Lacs
10.01 – 50.00 Crores	1.00 Lacs
50.01 – 100.00 Crores	5.00 Lacs

#The minimum incremental bid amount shall not be modified/ altered /changed during the auction.

10. The successful Bidder/Offeror shall be required to pay a minimum 25% of the purchase consideration immediately or latest by next working day by handing over the Demand Draft/Pay Order/ NEFT/ RTGS in favour of "Asset Reconstruction Company (India) Limited" payable at Mumbai and the balance 75% of the purchase consideration within 15 (fifteen) days therefrom or such period as may be agreed upon with Arcil. In the event of any default in payment of purchase consideration in full, or if the sale is not completed by reason of any default on the part of the successful Bidder/Offeror or for reasons beyond the control of the Authorised Officer/Arcil, the

Authorised Officer shall be entitled to forfeit all the moneys/purchase consideration, including EMD, paid by the successful Bidder/Offeror, and be at liberty to cancel the auction and conduct fresh auction. Further, all costs, charges and expenses (in whatever nature including legal and other fees) incurred by Arcil, on account of such resale, shall be borne by the defaulting successful Bidder/Offeror(s) who shall also be bound to make good any deficiency arising on such resale. However, such defaulting successful Bidder/Offeror(s) shall neither be entitled to make any claim against Arcil in the event the Secured Assets is put up for resale on the terms and conditions as may be decided by Arcil in its own discretion.

8. Arcil will obtain a certificate from an independent agency / vendor with respect to Successful Bidder/ Offeror whether such Successful Bidder is compliant with Section 29A of the Insolvency and Bankruptcy Code, 2016. In case, such successful bidder/ Offeror is found non compliant with Section 29A of the Insolvency and Bankruptcy Code, 2016, Arcil shall have every right to cancel the auction and refund the amount deposited by such successful bidder.
9. The contract shall be treated as having been entered into as soon as the "Letter of Confirmation of Sale" is issued by the Authorised Officer of Arcil to the highest successful Bidder/Offeror, if such Bidder/ Offeror is found compliant under Section - 29 A of the Insolvency and Bankruptcy Code, 2016.
10. The adjudication and payment of stamp duty, registration charges, cess, GST (as applicable), unrecovered transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of Secured Assets shall be borne by the successful Bidder/Offeror. Any non-payment of such costs shall entail Arcil to take such steps to repossess the Secured Assets and put up the same for resale under applicable law.
11. The Bidder/ Offeror shall deduct and deposit with the concerned department/statutory body Tax Deducted at Source (TDS), as applicable under the Section 194-IA and Section 206C(1H) of the Income Tax Act, 1961 for the sale of immovable and movable assets respectively and shall furnish a certificate of deduction of TDS in Form 16 to Arcil. Such TDS shall be considered a part of the Offer made by the Bidder/ Offeror. The successful Bidder/ Offeror may obtain a copy of the PAN of the borrower from the Authorized Officer post confirmation of the sale in her/ his/ its favour.
12. The transfer of the Secured Assets to the successful Bidder/Offeror shall be effected by the Authorised Officer by execution of the Sale Certificate as per the format given in Schedule IV hereto, in accordance with the Security Interest (Enforcement) Rules, 2002. It is hereby agreed that issuance of Sale Certificate in terms of the foregoing shall take place only upon receipt and realisation from the successful Bidder/ Offeror of the entire purchase consideration, and execution of Deed of Indemnity and receipt of deduction of TDS in Form 16B as detailed in Paragraph 12 and such other documents as may be deemed necessary by the Authorised Officer, including adjudication and payment of stamp duty by the successful Bidder/ Offeror, and compliance of the terms, *in toto*, of the bid documents. The sale certificate shall be issued only in the name of the Bidder/ Offeror and in no other name.
13. From the date of execution of Sale Certificate of the Secured Assets, the successful Bidder/ Offeror shall be liable for all future litigations and liabilities with respect to

the Secured Assets along with the risks and costs as regards any loss or damage to the Secured Assets by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever shall be that of the successful Bidder/Offeror and neither Arcil nor the Authorised Officer shall be liable for any such loss or damages.

14. Arcil and/ or Authorised Officer do not take the responsibility for the quality, documentation details of the Secured Asset being sold. The successful Bidder/ Offeror(s) shall be required to give an indemnity as per Schedule III and keep Arcil indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by Arcil for the enforcement of this indemnity), which Arcil may suffer as a result of any failure on part of the successful Bidder/ Offeror in complying with the terms hereof or any third party interested in the Secured Assets and to meet and clear any such liabilities, encumbrances and dues or any claim, proceedings, litigations, made by any person related or unrelated to the Secured Assets in respect of such liabilities, encumbrances and dues. In no event, shall Arcil be liable for any loss for the transactions by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim.
15. The Authorised Officer/Arcil does not make any representation as to the correctness, validity or adequacy, sufficiency or otherwise of any information set-out herein, including the information pertaining to the liabilities, encumbrances and dues. The Bidders/Offerors, in order to protect their individual interests, are advised to verify the Secured Assets, conduct due diligence at their own costs in respect of the same, as well as ascertain the known and unknown liabilities, encumbrances and any other dues from the concerned authorities or stakeholders to their satisfaction before submitting the Offers. Any Offer made shall be deemed to have been submitted after complete satisfaction of title thereto and or all claims there-against and only upon having conducted due and proper inspection of the Secured Assets, and hence the Bidder / Offeror shall not be entitled to make any claim or requisition or raise any query/objection vis-à-vis Authorised Officer/Arcil as to the title or condition of the Secured Assets or any part thereof or any dues/taxes/levies irrespective as to whether disclosed or undisclosed.
16. All the conditional and contingent Offers shall be treated as invalid.
17. All Schedules referred herein shall form an integral part of the Terms and Conditions of Invitation and Sale.
18. The successful Bidder/ Offeror(s) shall be bound by the regulations of the local/any other authority, as applicable in regard to the use of the Secured Assets in question. The successful Bidder/ Offeror(s) shall be deemed to purchase the property with full knowledge of and subject to all the reservations, if any, in the Master Plan and/or Development Plan or Draft Development Plan or Town Planning Scheme affecting the said property and consent, including permission of the Competent Authority and/or under the Provisions of the Urban Land (Ceiling & Regulation Act) if any required, from the concerned authorities, departments, entities under relevant laws, bye laws, acts, rules, regulations, notifications. Neither Arcil nor the Authorised Officer undertakes any responsibility to procure any permission/license etc. in respect of the assets offered for sale.

19. The Bidders/Offerers should satisfy themselves on the title, ownership, and statutory approvals etc. before participating in the auction. Arcil and/ or the Authorised Officer shall not be liable for any dues/charges including outstanding water/service charges, transfer fees, contribution to the building repair fund, electricity dues, dues / arrears of the Municipal Corporation/local authority/society/builder, land & development office dues, statutory dues, taxes and/or dues of any other nature, if any, in respect of the Secured Asset. Arcil and/ or the Authorised Officer does not undertake any responsibility to procure any permission/license etc. in respect of the Secured Asset offered for sale.
20. The Bidder/Offeror shall not be entitled to withdraw or/ cancel Offer once submitted.
21. The Authorised Officer has the absolute right and discretion to accept or reject any bid or adjourn/ cancel the sale/ modify any terms and conditions of the sale without any prior notice and assigning any reason. The decision of the Authorized Officer shall be final and binding on all the Bidders/ Offerors.
22. All costs, expenses and liabilities incurred by each Bidder/ Offeror in connection with transaction, including (without limitation) in connection with due diligence, preparation and/or submission of the Offers, including fees and expenses of its own advisors, if any, shall be borne and paid by such Bidder/Offeror, whether its Offer is accepted or rejected for any reason, and Arcil and/ or the Authorised Officer do not assume any liability whatsoever in this connection.
23. If dues of the Secured Creditor, secured by the Secured Assets that have been put up for sale together with all costs, charges and expenses incurred by Arcil are tendered to the satisfaction of Arcil by or on behalf of the Borrower or guarantor(s), in terms of Section 13(8) of the Securitisation Act, 2002, the Secured Assets in question shall not be sold or transferred.
24. Words and expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation Act and the rules framed thereunder.
25. The information in respect of the Secured Assets and dues specified hereinabove have been stated to the best of the knowledge of the Authorised Officer, who, however, shall not be responsible for any error, misstatement or omission in the said particulars.
26. The successful Bidder/ Offeror shall furnish to the satisfaction of Arcil, information regarding the source of its funds (direct or indirect). Any falsehood, inaccuracy or incompleteness in this regard in any respect by an Offeror/successful Offeror(s), shall lead to disqualification of such Bidder/ Offeror.
27. Removal of encroachments and/or unauthorized tenants/constructions, if any, on Secured Assets as also resolution of the pending litigation, including any title dispute, if any, in respect of Secured Assets shall be the sole responsibility of the successful Bidder/ Offeror (s) and Arcil does not take any responsibility in this regard.
28. Disputes, if any, shall be subject to jurisdiction of Mumbai Courts/Tribunals only.

29. Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transporting demarcation, in respect of any action related to the Secured Assets and any other incidental expenses, including insuring labourers for the same, shall be borne by the successful Bidder/ Offeror (s) and Arcil shall not be liable for the same.
30. In the event, the auction scheduled hereinabove fails for any reason whatsoever, ARCIL has the right to sell the Secured Asset by any other method, stipulated under provisions of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 and SARFAESI Act, 2002.
31. The Bidder/ Offeror shall comply with the requirements of the internal KYC Policy of Arcil.

Other Terms & Conditions for Sale of Secured Asset

1. The Bidder/ Offeror shall not be involved directly or through any of her/ his/ its representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.
2. The Bidder/ Offeror shall not divulge either her/ his/ its bid or any other exclusive details of Arcil or to any other party.
3. The Service Provider / Arcil shall not have any liability to the Bidders for any interruption or delay in access to the site irrespective of the cause.
4. The Service Provider / Arcil are not responsible for any damages, including damages that result from, but are not limited to negligence. The Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In acceptance:

Signature and Seal of the Offeror:

Schedule I
BID/ OFFER FORM

Offer for purchase of Secured Assets of [●], pursuant to the Auction/Sale Notice published in [●]- English Newspaper ([●] Edition) and [●]- [●] Newspaper ([●] Edition) on [●] and the Tender Document issued by Arcil

1.	Name of the Borrower	M/s [●]
2.	Description of the properties	Secured Assets as mentioned in the 'Document for Terms of Invitation and Sale' under reference no. [●].and dated [●], issued by Arcil.
3.	Name and address of the Bidder/ Offeror (in case of a Company/legal entity being the Offeror / Bidder, kindly provide the Name, Designation and Address of the Authorised Representative of the Offeror/Bidder))	[●]
4.	Father's Name/ Husband's Name:	
5.	Postal Address of the Bidder/ Offeror	
6.	Identification Proof enclosed (self-attested)	PAN CARD/Passport/Voter ID Card/Driving License etc.
7.	Telephone and Mobile Number of Offeror	
8.	Email Address of Offeror	
9.	Lot No.	[●]
10	Offer amount*	RS. [●].(Rupees [●])
11	Details of Earnest Money Deposit (EMD)	Draft No. [●] Dated [●] Drawn on [●] Payable at [●]
12	Bank Account details to which EMD amount to be returned i) Bank A/c. No. : ii) IFSC Code No. : iii) Branch Name	
10	Signature(s)	FOR M/S. [●] Name & designation of the Authorised signatory

I/We declare that I/We have read and understood all the above terms and conditions of auction sale and the auction notice published in the daily newspaper and the tender document which are also available in the website _____ and shall abide by them. I/We also undertake to improve my/our bid by one bid incremental value notified in the Sale Notice if I/We am/are the sole successful Bidder/ Offeror.

*We, the Bidder/ Offeror confirm that we are aware that:

1. the Secured Assets of the Borrower/ Guarantor/ Mortgagor are being purchased by us on **"AS IS WHAT IS, AS IS WHERE IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS"**.
2. All the known and unknown liabilities, encumbrances, any dues of authorities and departments, statutory or otherwise, if applicable, shall be to our account and we shall be solely responsible and liable to bear and satisfy all those liabilities, encumbrances and dues, including any pending/outstanding dues such as water/electricity/service charges, transfer fees, dues of the Municipal Corporation/local authority dues, taxes, in case we are declared as the successful Bidder/ Offeror. Accordingly, we are aware that the sale proceeds shall be appropriated by Arcil only towards the dues of Secured Creditor (as defined under Securitisation Act) in accordance with the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or other applicable laws and shall not be subject to any other dues, liabilities, encumbrances, including but not limited to mentioned hereinabove. We have perused the relevant papers, documents etc. furnished by Arcil OR we have in our sole discretion decided not to peruse the relevant papers, documents etc. However, we undertake and confirm not to raise any claims, contentions etc. against Arcil / Authorised Officer in this regard and our Offer is not conditional and shall not be withdrawn for whatsoever reason and if the same is accepted by you, it shall be binding on us.
3. We have done necessary legal, technical and financial due diligence with respect to the Secured Assets and the Offer is being submitted after due consideration of relevant facts and commercial aspects and not merely based on the information provided by or representations, if any, made by Arcil / Authorised Officer.
4. We have satisfactorily inspected the Secured Assets.
5. We are legally eligible to enter into necessary agreement / contract.
6. We have read and fully understood all the terms and conditions of the Tender Document.
7. We hereby unconditionally agree to confirm and to be bound by the said terms and conditions. The purchase of the Secured Assets by us is on terms and conditions of the Tender Document.
8. The information revealed by us in the Offer is true and correct. We understand and agree that if any of the statement / information revealed by us is found to be incorrect and/or untrue, the Offer submitted by us is liable to be rejected. Arcil will be at liberty to annul the Offer / Acceptance at any point of time. We also agree that after our Offer for purchase of the Secured Assets is accepted by Arcil and we fail to accept or act upon the terms and conditions of the Offer or are not able to complete the transaction within the time limit specified in the Bid confirmation letter for any reason whatsoever and/or fail to fulfill any/all the terms and conditions, the Earnest Money Deposit and any other monies paid by us along with the Offer and thereafter, are liable to be forfeited by Arcil and that Arcil also has a right to proceed against us for specific performance of the contract, if so desired by Arcil.
9. I/We also agree that in the eventuality of forfeiture of the amount by Authorised Officer, the defaulting Bidder/ Offeror shall neither have any claim on the property nor on any part of the sum for which it may be subsequently sold.
10. I/ We also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

KYC documents are enclosed herewith

For OFFEROR
KYC Documents:

- Enclosures: (i) DD/Pay Order/ NEFT/ RTGS No. [●] Dated: [●]
Drawn On Bank [●] Payable at [●]
- (ii) Address Proof: [●]
- (iii) A copy of the Document for Terms of Invitation and Sale duly signed
by the Offeror on every page.

**Schedule II
DECLARATION**

Date: [●]

To,
Asset Reconstruction Company (India) Ltd
The Ruby, 10th floor
29, Senapati Bapat Marg
Dadar (West)
Mumbai- 400 028

Re: Offer for purchase of Secured Asset of M/s [Name of the Borrower] pursuant to the 'Document for Terms of Invitation and Sale' issued by Authorised officer of Asset Reconstruction Company (India) Limited ("Arcil") dated [●]

Dear Sirs,

I/We, the Bidder/ Offeror do hereby state that, I/We have read the entire terms and conditions of the 'Document for Terms of Invitation and Sale' and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions.

I/We further declare that I/We intend to purchase the Secured Assets from the Authorised Officer of Arcil acting in its capacity as Trustee of [Name of the Trust] set up in respect of the Secured Assets pertaining to M/s [Name of the Borrower], the information revealed by me/us in the 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 offer submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us shall be forfeited by Arcil and Arcil will be at liberty to annul the offer made by me/us at any point of time.

I/We agree, in the event of purchase of the Secured Assets, not to engage in any activity of hazardous/prohibited items as specified by Government of India from time to time.

I/We also agree that after my/our Offer for purchase of the Secured Assets is accepted by Arcil and I/we fail to accept or act upon the terms & conditions of the offer letter or I/We am/are not able to complete the transaction within the time limit specified in the offer confirmation letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions, the Earnest Money Deposit and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited by Arcil and that Arcil has also a right to proceed against me/us for specific performance of the contract, if so desired by Arcil.

I/We also confirm that I/We have taken training on the on-line bidding/auction and confirm that I/we are fully conversant with the functionality and process.

The Bidder/ Offeror undertakes that the aforesaid declaration is true, valid and genuine and that the Bidder/ Offeror or any other person acting jointly with the Bidder/ Offeror or in concert with the Bidder/ Offeror does not fall within the purview of "Connected Person" as defined under the provisions of the Insolvency and Bankruptcy Code, 2016 (Code).

The Bidder/ Offeror further undertakes that it meets the criteria and requirements as set out in Section 29A of the Code and that it shall make full disclosure in respect of itself and all its connected persons as per the provisions of the Code and the rules and regulations framed thereunder.

The Bidder/ Offeror understands that Arcil may evaluate her/ his/ its Offer basis the confirmations, representations and warranties provided by the Bidder/ Offeror under this declaration and in the event any of the above statements are found to be untrue or incorrect, then the Bidder/ Offeror unconditionally agrees to indemnify and hold harmless Arcil against any losses, claims or damages incurred by Arcil on account of ineligibility of the Bidder/ Offeror .

Yours faithfully,

Signature of Bidder/ Offeror
Authorised Signatory
(M/s. [●])

(Rubber stamp of the company/firm)

Name of the Bidder/ Offeror :
Address of Registered Office :
Residence :
Tel.No. (Office) :
Fax No. :
E-mail address :
Mobile No. :

N.B. In case of firms/companies, the above details to the extent applicable, be given in respect of key/concerned person.

Schedule III
DEED OF INDEMNITY

(Stamp duty for deed of Indemnity shall vary state wise)

(This forms an integral part of the terms and conditions of invitation and sale)

This DEED OF INDEMNITY executed at [●] on this [●] day of [●] by:

[·]

(Hereinafter referred to as "**the Purchaser**", which expression shall include its successors and assigns)

In favour of:

Asset Reconstruction Company (India) Limited, which is a company incorporated under the Companies Act, 1956 and registered as an Asset Reconstruction Company with the Reserve Bank of India under Section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest, 2002 ("**Securitisation Act**"), having its registered office at The Ruby, 10th floor, 29, Senapati Bapat Marg, Dadar (West), Mumbai-400 028, Maharashtra, India (hereinafter referred to as "**Arcil**" which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and assigns and whether acting as such or in its capacity as trustee of [Name of the Trust] set up in respect of financial assistance pertaining to [·] ("**Borrower**").

- A. Whereas, Arcil has, pursuant to the measures taken under Section 13(4) of the Securitisation Act, taken possession of the Secured Assets of the Borrower being [·]
- B. Whereas, the Authorized Officer of Arcil confirmed offer on behalf of Arcil in favour of [·] which is subject to terms and conditions contained in the Schedule IV of the Sale Certificate.
- C. Whereas, the covenants of the Documents for Terms of Invitation and Sale ("**Bid Document**") and 'sale certificate' state that "The adjudication of stamp duty, payment of stamp duty, registration charges, (as applicable), unrecovered transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Secured Assets shall be borne by the Purchaser, any non-payment of stamp duty under prevailing laws, rules and regulations and notifications shall entail Arcil to take such steps to repossess the Secured Assets and put up the same for sale under applicable law."
- D. Whereas, the Bid Document and sale certificate further state that "the said assets are being sold on "**AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS**". Further, Arcil does not accept/undertake any responsibility for any pending/outstanding statutory dues and any other dues such as water/electricity/service charges, transfer fees, dues of the Municipal

Corporation/local authority dues, taxes, including excise dues, sales tax or any other cess or any other dues or any other duties or levies, by whatever name, it may be called, including interest, etc. if any. The Secured Assets are being sold *[with all known and unknown encumbrances (except the encumbrances and liabilities to the said Secured Creditors) / [free from all encumbrances]*². In pursuance thereof, the Purchaser indemnifies Arcil to save harmless Arcil and/ or any of its employees from any and all liability incurred by Arcil and/ or any of its employees on account of any suits, claims, (including any expenses incurred by Arcil for the enforcements of this indemnity) which Arcil and/ or any of its employees shall suffer as a result of any failure on the part of the Purchaser to meet and clear any pending / outstanding statutory dues and any other dues such as water / electricity / service charges, transfer fees, dues of the Municipal Corporation / local authority dues, tax pr any other dues or any other duties, levies by whatever name it is called including interest, etc of any and dues or any claim made by any person in respect of such liabilities, encumbrances and dues.

Further, all liabilities, dues of authorities and departments, statutory or otherwise, if payable, by reason of the proposed sale of the Secured Assets, shall be the sole responsibility and to the account of the Purchaser. The sale proceeds shall be distributed in accordance with the provisions of the Securitisation Act or other applicable laws. Arcil has accepted the offer upon execution of the following indemnity.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the premises, the Purchaser viz. [-] and their successors, heirs as stated above hereby unconditionally, absolutely and irrevocably agree to indemnify and keep Arcil and/ or any of its employees indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by Arcil and/ or any of its employees for the enforcement of this indemnity), which Arcil and/ or any of its employees may suffer as a result of any failure on the part of the Purchaser Offeror in complying with the terms of sale and to meet and clear any such liabilities including any pending/outstanding statutory and/ or any other dues such as water/electricity/service charges, transfer fees, dues of the Municipal Corporation/local authority dues, tax, duties, levies by whatever name it is called including interest, etc including any claims/ dues as more specifically mentioned in the recitals C and D above or/and any claim made by any person, entity or firm. The Purchaser also absolutely and irrevocably indemnifies Arcil and/ or any of its employees against any claim and expenses (including attorney's fees and court costs and any expenses incurred by Arcil and/ or any of its employees) arising out of any proceeding and/or litigation, made by any person related or unrelated to the Secured Assets. Further, the Purchaser also indemnifies Arcil and/ or any of its employees against any losses, claims or damages incurred by Arcil and/ or any of its employees on account of the breach of the terms and conditions of the Bid Document and the declaration provided in Schedule II herein above.

And it is declared that this indemnity is without prejudice to and is in addition to any other rights of Arcil.

² Retain as applicable

IN WITNESS whereof the Purchaser has put their hands the day and year first hereinabove written.

Signed and delivered by:
Purchaser

Address:

Place:

Date:

Schedule IV
SALE CERTIFICATE
(For movable & Immovable property)

Enclosure I
DESCRIPTION OF THE SECURED ASSETS

[-], together with all buildings and structures thereon and scrap movables lying therein.