

E AUCTION SALE NOTICE FOR SALE OF SECURED ASSETS
OF M/s TEMPTATION FOOD LIMITED ("BORROWER/MORTGAGOR")
(Mortgaged for financial assistance availed by Borrower)

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) read with proviso to Rule 8 (6) of the Security Interest (Enforcement) Rules, 2002.

That, Exim Bank has assigned the debts of the M/s Temptation food Ltd.(hereinafter referred as "Borrower/Mortgager" together with underlying Securities in favour of Edelweiss Asset Reconstruction Company Limited (Hereinafter referred as "EARC") acting in its capacity as the trustee of EARC Trust SC 23 (EARC) vide Assignment Agreement dated 31st December, 2013 . Now, EARC exercises its rights as the Secured Creditor acting in its capacity as the trustee of EARC Trust SC 23.

Sale of immovable properties mortgaged to 1.United Bank of India 2.sbi Global Factors Ltd, 3.Export-Import Bank of India (Taken over by Edelweiss ARC Ltd.) (Total dues of United Bank of India & SBI Global Factors Ltd., Banks-Secured Creditors is Rs.79,13,89,149.01 as on 06.07.2011 with further interest costs and other charges and expenses thereon and of Export-Import Bank of India on 11.07.2011 to the extent of Rs.55,77,06,942.91 for all the lenders with further interest costs and other charges and expenses thereon i.e., total amount due to the extent of Rs.134,90,96,091.92 (Rupees One hundred thirty four crore ninety lac ninety six thousand ninety one and paise ninety two only) with further interest costs and others charges and expenses thereon until payments are received in full) under Securitization and Reconstruction of Financial Assets & Enforcement of Security Interest Act 2002, read with the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower as the afore mentioned borrower has taken credit facilities from the above mentioned Banks and failed to repay the dues, the Authorized Officer of United Bank of India had issued demand notice to the borrower/guarantors/mortgagors under Securitization and Reconstruction of Financial Assets & Enforcement of Security Interest Act 2002, read with the Security Interest (Enforcement) Rules, 2002 and thereafter had taken Physical Possession of the mortgaged properties and has decided to sell the said properties (with the consent of all the above named Banks) mentioned here in below on "AS IS WHERE IS BASIS, AS IS WHAT IS BASIS AND WHATEVER THERE IS BASIS" under Rule 8&9 of Security Interest (Enforcement) Rules 2002. The reserve price and earnest money deposit(EMD) amount for each property has been furnished below:

Description of Secured Assets put for Auction

Lot No	Description of Property	Reserve Price	EMD
1	Company's land and immovable properties including bu plant & machinery situated at Plot No.-C-2 in the Jejuri Ind Area within the village limits of Jejuri and outside the limits o Municipal Council, Taluka Purandar, District and Regist	Rs. 5,74,00,000/	Rs.57,40,000

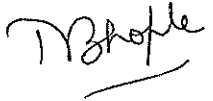
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	District Pune in the State of Maharashtra admeasuring 16,0 mtrs or thereabouts and the property bounded as: North:Agricultural Land South:40" wide Road East: Agricultural Land West: Agricultural Land		
2	Company's building, plant & machinery and lands measur Kanal 10 Marle situated within the Revenue Estate of Rathdhana, Dist, Sonapat, Haryana and the property bounde North:Plot No.-P1- MSEB South:Road & MIDC Office East: Plot No.-C1 -M/S Indiana West: Pune-Pandharpur Road	Rs 10,06,00,000,	Rs 1,00,60,000

For detailed terms and conditions of the sale, please refer to the link provided in EARC's website i.e. <https://www.edelweissarc.in/>

Date: 16.03.2020

Place: Mumbai



Authorised Officer

TERMS & CONDITIONS OF SALE
E AUCTION SALE OF SECURED ASSET OF TEMPTATION FOODLTD.

1. The e-auction sale of Secured Asset is on “as is where is basis”, “as is what is basis”, “whatever there is basis” & “no recourse basis” for and on behalf of the Secured Creditor viz. EARC (in its capacity as Trustee of EARC Trust - SC 23).
2. The Secured asset would be open for inspection on **March 31, 2020 from 11 am to 5 pm.**
3. In respect of the Secured Asset, all the lender has outstanding dues of **total amount due to the extent of Rs.134,90,96,091.92 (Rupees One hundred thirty four crore ninety six thousand ninety one and paise ninety two only)** against the financial assistance availed by M/s Temptation food Pvt. Ltd. together with further interest and other expenses/costs thereon and further reduced by amounts recovered by United bank of India, SBI Global Factor and Exim Bank (Assignor of EARC)/EARC after the said date.
4. In case there is a discrepancy between the publications of sale notice in English and Vernacular Newspaper, then in such a case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.
5. Bid document containing detailed terms and conditions of the Bid can be obtained from <https://edelweissarc.auctiontiger.net> between **March 21, 2020 to March 23, 2020.**
6. For participating in online e-auction sale, EMD (equal to 10% of the Reserve Price) shall be paid by way of **RTGS/NEFT in the account of Edelweiss Asset Reconstruction Company Limited bearing account No. 1000102000004107, IDBI Bank, BKC Branch, IFSC Code No. IBKL0001000 on or before 3:00 PM on , March 30, 2020 and Bid Document should be submitted by 5.00 PM on or before March 30, 2020 along with copies of the PAN Card, Board Resolution in case of Company, photo id and Address Proof.** Once Online Bid is submitted by the Bidder, the same cannot be withdrawn.
7. The secured asset shall be sold by the undersigned by way of **Electronic Public Auction on March 31, 2020** in the premises of Edelweiss House, Off CST Road, Kalina, Mumbai-400 098 through e-Auction Agency **M/s e-Procurement Technologies Limited** at their website/portal <https://edelweissarc.auctiontiger.net> between **11:00 am to 12:00 noon** with auto extension clause, i.e. the end time of e-Auction will be extended by 5 minutes each time if bid is made before close of e-Auction
8. The EMD will not carry any interest. AO may retain EMD of the second highest Bidder up to 2 months from the date of opening of the Bids in order to consider the bid submitted by the second highest bidder in the event the successful bidder fails to pay the bid amount within the stipulated period. EMD of other bidders shall be refunded within 10 days from the date of opening of the Bids.
9. The bidders may participate in the e-auction from their own office/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised officer and/or the service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc. For details, help, procedure and online training on e-auction, prospective bidders may contact **M/s e-Procurement Technologies Limited (Auction Tiger); Contact number : +91 79681 35456/51/76; Toll Free Number: 1800 103 5342; Mobile Number: +91 63518 96643 email id : support@auctiontiger.net/sales@tendertiger.com, sales@abcprocure.com/sales@AuctionTiger.net, Contact Person: Ramprasad Shivkumar Sharma, Ravikumar Ratilal Sheladiya | Dy. Manager | ravi.s@auctiontiger.net | 9081000428 | 9978591888**
10. The successful Bidder will be required to deposit 25% of the sale price (including the EMD already deposited) immediately i.e. on the same day or not later than next working day of the confirmation of sale, as the case may be. The balance amount of the sale price is to be paid within 15 days of the confirmation of the sale. In case of failure to deposit the balance amount within the prescribed period, the EMD /deposited amount shall be forfeited and no claim shall be entertained against EARC in respect thereof.
11. AO reserves the absolute right and discretion to accept or reject any or all Bids or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without prior notice and/or without assigning any reasons in

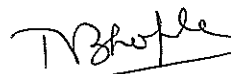
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respect thereof. In case all the Bids are rejected, AO can negotiate with any of the bidders or other parties for sale of the Secured Asset. The decision of the AO shall be final and binding.

12. The bidders are requested in their own interests, to take inspection of the asset put up for auction and satisfy themselves about the nature and condition of the said asset and other relevant details pertaining to the abovementioned asset before submitting their bids. Statutory/Government dues if any like property tax, sales tax, excise dues and other dues if any, should be ascertained by the bidders.
13. The Secured Asset mentioned in the Bid Document is based on the charge/Mortgage created by the Borrower in favour of Secured Creditor/s. Interested parties are requested to verify details of the Secured Asset.
14. The Secured Asset is being sold free from charges and encumbrances of Secured Creditor only.
15. The successful Bidder would be required to bear all the necessary expenses like stamp duty, registration expenses and other incidental costs relating to sale and transfer of the Secured Asset.
16. There are no known statutory liabilities relating to the Secured Asset. If any such statutory liabilities are discovered at a subsequent stage, the same shall be solely dealt with by the Successful Bidders at his own costs and expenses.
17. The EARC or the Authorised Officer of EARC will not be held responsible for any charge, lien, encumbrance or any dues to the Government or anybody in respect of the Secured Asset.
18. The sale of the Secured Asset is subject to the terms and conditions prescribed in the SARFAESI Act and Rules, 2002 and the conditions mentioned hereinabove.
19. The Borrower/Guarantor may treat this as a Notice under Rule 8(6) of the Security Interest (Enforcement) Rules, 2002. The Borrower/Guarantor is hereby given a last and final opportunity to discharge the liability in full as stated above and reclaim the Secured Asset failing which the same will be sold as per the terms and conditions mentioned above.
20. The borrower's attention is invited to provisions of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured asset.

In case of any query, please contact on- 7903456132/ 08800455332 or Email: Anajli.raj@edelweissfin.com.

Sd/-



Authorised Officer

Edelweiss Asset Reconstruction Company Limited

Dated: March 16, 2020

Place: Mumbai



BID DOCUMENT FOR E AUCTION

Whereas **Edelweiss Asset Reconstruction Company Limited** acting through its Authorised Officer, in exercise of its power under Section 13(4) & 13(12) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI ACT) read with Rule 8 and Rule 9 of Security Interest (enforcement) Rules, 2002 (rules) has decided to sale through **e-Auction** the properties mentioned in **ANNEXURE - I** for realization of the secured debt due to **Edelweiss Asset Reconstruction Company Limited (EARC)** . The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the following further conditions:

Auctioneer Name	Edelweiss Asset Reconstruction Company Limited (EARC) Trustee of EARC Trust SC 30 Edelweiss House, 3rd Floor, Off CSI Road, Kalina, Mumbai. 400098
Auction to be Conducted by	e-Procurement Technologies Ltd.-Auctiontiger B-705,Wall street-2,Orient Club, Ellisbridge, Ahmedabad-380006 Gujarat
Auction Schedule	Date of Auction:- March 02, 2020 Timings:-11.00 am to 12.00 noon (With Unlimited extensions of 5 min. Each) Auction Website :- https://edelweissarc.auctiontiger.net
Annexure	<p>1) Terms & conditions of e-Auction (Annexure – I) 2) Details of Bidder (Annexure – II) <u>INSTRUCTION:</u> This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website: https://edelweissarc.auctiontiger.net during the time of submission of the bid.</p> <p>3) Declaration by Bidder(Annexure – III) <u>INSTRUCTION:</u> This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website https://edelweissarc.auctiontiger.net during the time of submission of the bid.</p> <p>4) Confirmation by Bidder Regarding Receipt of Training (Annexure – IV)</p>

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	<p>INSTRUCTION: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website https://edelweissarc.auctiontiger.net just after availing training on e-Auction</p>
Special Instructions	<p><u>Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor EARC will be responsible for any lapses / failure on the part of the Bidder, in such cases.</u></p>

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Annexure I

E-Auction bidding Terms and Conditions

1. Computerized e-Auction shall be conducted by service provider **E-PROCUREMENT TECHNOLOGIES LTD.** on behalf of **Edelweiss Asset Reconstruction Company Limited**, on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither EARC nor E-Procurement Technologies Ltd. shall be responsible for these unforeseen circumstances. **In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and be able to participate in the e-Auction successfully. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.**
2. E-Procurement Technologies Ltd. shall arrange to train the bidder(s), without any cost. E-Procurement Technologies Ltd. shall acquaint bidder regarding the bidding process, functions and e-Auction rules. All the bidders required to ensure that compliance regarding receipt of training before start of bid process.
3. **Property for Bid:** Sale of following property by Edelweiss Asset Reconstruction Company Limited under SARFAESI Act, 2002-

Lot No	Description of Property	Reserve Price	EMD
1	Company's land and immovable properties including building, plant & machinery situated at Plot No.-C-2 in the Jejuri Industrial Area within the village limits of Jejuri and outside the limits of Jejuri Municipal Council, Taluka Purandar, District and Registration District Pune in the State of Maharashtra admeasuring 16,000 sq. mtrs or thereabouts and the property bounded as: North:Agricultural Land South:40" wide Road East: Agricultural Land West: Agricultural Land	Rs. 5,74,00,000/	Rs.57,40,000
2	Company's building, plant & machinery and lands measuring 50 Kanal 10 Marle situated within the Revenue Estate of Village Rathdhana, Dis North:Plot No.-P1- MSEB t, Sonapat, Haryana and the property bounded as: South:Road & MIDC Office East: Plot No.-C1 -M/S Indiana West: Pune-Pandharpur Road	Rs 10,06,00,000/	Rs 1,00,60,000

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4. **Type of Auction:** e-Auction
5. **Bidding Currency & Unit of Measurement:** Bidding will be conducted in Indian Rupees (INR) Only.
6. **Starting (Opening) Price / Bid Increment:** The opening price of the auction and the bid increment value shall be available to the bidders on their bidding screen.
7. **Bid Price:** The Bidder has to quote the total price.
8. **Procedure of e-Auctioning**
 - i. **e-Form Submission:** All interested bidder need to fill online form available on e-Auction domain with necessary details.
 - ii. **Online e-Auction:**
 - Edelweiss Asset Reconstruction Company Limited will declare its **Opening Price (OP)**, which shall be visible to the all Bidders during the start of the e-Auction. Please note that the start price of an item in online e-Auction is open to all the participating bidders. Any bidder can start bidding, in the online e-Auction, from the start price itself. Hence, the first online bid that comes in the system during the online e-Auction can be equal to the auction's start price, or higher than the auction's start price by one increment, or higher than the auction's start price by multiples of increment. The second online bid and onwards will have to be higher than the H1 rate by one increment value, or higher than the H1 rate by multiples of the increment value.
 - The "**Bid Increase Amount**" has been fixed in respect of the property which the bidders can view on their bidding screen and the bidders will have to increase the bid amount in the multiple of "**Bid Increase Amount**".
 - If a bidder places a bid in the last 5 minutes of closing of the e-Auction and if that bid gets accepted, then the auction's duration shall automatically get extended for another 5 minutes, from the time that bid comes in. Please note that the auto-extension shall be for unlimited times and will take place only if a valid bid comes in last 5 minutes of closing. If valid bid is not received, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-Auction, the auction shall get closed automatically without any extension. **However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.**
9. During e-Auction, if no bid is received within the specified time, Edelweiss Asset Reconstruction Company Limited at its discretion may decide to revise Opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
10. The bid once submitted by you, cannot be cancelled / withdrawn and the bidder shall be bound to buy the property at the final bid price. **The failure on part of bidder to comply with any of the terms and conditions of the e-auction notice and Tender Document will result in forfeiture of the amount paid by the defaulting bidder.**

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11. The bidders will be able to view the following on their screen along with the necessary fields in the E Auction:
 - a. Leading Bid in the Auction (H1 – Highest Rate)
 - b. Bid Placed by bidder
 - c. Opening Price & Minimum Increment Value.
 - d. The bid rank of bidder in the auction.
12. The decision of the EARC regarding declaration of successful bidder shall be final and binding on all the Bidders.
13. The EARC shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.
14. The EARC / E-Procurement Technologies Ltd. shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.
15. The bidders are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the e-Auction in Annexure III.
16. **Duration of Auction:** The auction of each property is schedule to be conducted on day & time as specified in the auction notice published in the newspapers. There will be unlimited extensions of 5 minutes duration each if any valid bid is received in last 5 minutes of the close of auction. The bidders are cautioned not to wait till the last minute or last few seconds to enter their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.
17. **Successful bidder:** At the end of the E-Auction, EARC will evaluate all the bids submitted and will decide upon the successful bidder. EARC's decision will be final & binding on all the bidders.

Terms & Conditions for Sale of Property:

1. The e-auction sale of Secured Asset is on "as is where is basis", "as is what is basis", "whatever there is basis" & "no recourse basis" for and on behalf of the Secured Creditor viz. EARC (in its capacity as Trustee of EARC Trust - SC 23).
2. The Secured asset would be open for inspection on **March 31, 2020 from 11 am to 5 pm.**
3. In respect of the Secured Asset, all the lender has outstanding dues of **total amount due to the extent of Rs.134,90,96,091.92 (Rupees One hundred thirty four crore ninety lac ninety six thousand ninety one and paise ninety two only)** against the financial assistance availed by M/s Temptation food Pvt. Ltd. together with further interest and other expenses/costs thereon and further reduced by amounts recovered by United bank of India, SBI Global Factor and Exim Bank (Assignor of EARC)/EARC after the said date.
4. In case there is a discrepancy between the publications of sale notice in English and Vernacular Newspaper, then in such a case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.
5. Bid document containing detailed terms and conditions of the Bid can be obtained from <https://edelweissarc.auctiontiger.net> between **March 21, 2020 to March 23, 2020.**
6. For participating in online e-auction sale, EMD (equal to 10% of the Reserve Price) shall be paid by way of RTGS/NEFT in the account of **Edelweiss Asset Reconstruction Company Limited bearing account No. 1000102000004107, IDBI Bank, BKC Branch, IFSC Code No. IBKL0001000** on or before **3:00 PM on , March 30, 2020** and Bid Document should be submitted by **5.00 PM on or before March 30, 2020** along with copies of the

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PAN Card, Board Resolution in case of Company, photo id and Address Proof. Once Online Bid is submitted by the Bidder, the same cannot be withdrawn.

7. The secured asset shall be sold by the undersigned by way of **Electronic Public Auction on March 31, 2020** in the premises of Edelweiss House, Off CST Road, Kalina, Mumbai-400 098 through e-Auction Agency **M/s e-Procurement Technologies Limited** at their website/portal <https://edelweissarc.auctiontiger.net> **between 11:00 am to 12:00 noon** with auto extension clause, i.e. the end time of e-Auction will be extended by 5 minutes each time if bid is made before close of e-Auction
8. The EMD will not carry any interest. AO may retain EMD of the second highest Bidder up to 2 months from the date of opening of the Bids in order to consider the bid submitted by the second highest bidder in the event the successful bidder fails to pay the bid amount within the stipulated period. EMD of other bidders shall be refunded within 10 days from the date of opening of the Bids.
9. The bidders may participate in the e-auction from their own office/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised officer and/or the service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc. For details, help, procedure and online training on e-auction, prospective bidders may contact **M/s e-Procurement Technologies Limited (Auction Tiger); Contact number : +91 79681 35456/51/76; Toll Free Number: 1800 103 5342; Mobile Number: +91 63518 96643 email id : support@auctiontiger.net/sales@tendertiger.com, sales@abcprocure.com/sales@AuctionTiger.net, Contact Person: Ramprasad Shivkumar Sharma, Ravikumar Ratilal Sheladiya | Dy. Manager | ravi.s@auctiontiger.net | 9081000428 | 9978591888**
10. The successful Bidder will be required to deposit 25% of the sale price (including the EMD already deposited) immediately i.e. on the same day or not later than next working day of the confirmation of sale, as the case may be. The balance amount of the sale price is to be paid within 15 days of the confirmation of the sale. In case of failure to deposit the balance amount within the prescribed period, the EMD /deposited amount shall be forfeited and no claim shall be entertained against EARC in respect thereof.
11. AO reserves the absolute right and discretion to accept or reject any or all Bids or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without prior notice and/or without assigning any reasons in respect thereof. In case all the Bids are rejected, AO can negotiate with any of the bidders or other parties for sale of the Secured Asset. The decision of the AO shall be final and binding.
12. The bidders are requested in their own interests, to take inspection of the asset put up for auction and satisfy themselves about the nature and condition of the said asset and other relevant details pertaining to the abovementioned asset before submitting their bids. Statutory/Government dues if any like property tax, sales tax, excise dues and other dues if any, should be ascertained by the bidders.
13. The Secured Asset mentioned in the Bid Document is based on the charge/Mortgage created by the Borrower in favour of Secured Creditor/s. Interested parties are requested to verify details of the Secured Asset.
14. The Secured Asset is being sold free from charges and encumbrances of Secured Creditor only.
15. The successful Bidder would be required to bear all the necessary expenses like stamp duty, registration expenses and other incidental costs relating to sale and transfer of the Secured Asset.
16. There are no known statutory liabilities relating to the Secured Asset. If any such statutory liabilities are discovered at a subsequent stage, the same shall be solely dealt with by the Successful Bidders at his own costs and expenses.
17. The EARC or the Authorised Officer of EARC will not be held responsible for any charge, lien, encumbrance or any dues to the Government or anybody in respect of the Secured Asset.
18. The sale of the Secured Asset is subject to the terms and conditions prescribed in the SARFAESI Act and Rules, 2002 and the conditions mentioned hereinabove.
19. The Borrower/Guarantor may treat this as a Notice under Rule 8(6) of the Security Interest (Enforcement) Rules, 2002. The Borrower/Guarantor is hereby given a last and final opportunity to discharge the liability in full as stated above and reclaim the Secured Asset failing which the same will be sold as per the terms and conditions mentioned above.

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20. The borrower's attention is invited to provisions of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured asset.

In case of any query, please contact on- 7903456132/ 08800455332 or Email: Anajli.raj@edelweissfin.com.

Sd/-

Dated: March 16, 2020

Authorised Officer

Place: Mumbai

Edelweiss Asset Reconstruction Company Limited

Other Terms & Conditions for Sale of Property

1. The AO exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 is selling the Secured Asset and the same is being sold free from charges and encumbrances of the Secured Creditor only. Any other liabilities including statutory liabilities if any associated with the Secured Asset shall be borne wholly by the purchaser only. Sale shall take place after expiry of 15 days from the date of publication of the sale notice.
2. Sale shall not take place below the reserve price without the approval of the Borrower.
3. Interested buyers can inspect the Secured Asset at the specified timings at their own cost, in the presence of the AO or a representative of the AO available at the site to facilitate the inspection. The interested buyers can, with prior appointment from AO, inspect the security documents regarding the charged assets at their own cost, at the AO's office in the presence of the AO or a representative of the AO.
4. On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue a certificate of sale of the Secured Asset in favour of the purchaser in terms of the Security Interest (Enforcement) Rules, 2002.
5. The possession of the Secured Asset shall be handed over to the successful Bidder on receipt of the entire purchase consideration. If for any reason, AO is not able to deliver possession of the Secured Asset, an adjustment will be made in the price as may be agreed upon in writing between the successful Bidder and AO.
6. The AO does not take any responsibility for procuring any permission, etc. or for the dues of any authority established by law. The Secured Asset are being sold free from charges and encumbrances of Secured Creditor only.
7. The interested buyers may carry out their own due diligence. They may also verify at their own cost and in their own interest the area of land and any other relevant information before submitting the Bids. They may inspect the records relating to the mortgage available with the AO with prior appointment of AO. The AO/Secured Creditor shall not be responsible for any discrepancy or shortfall in the Secured Asset.

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8. A Bidder shall be deemed to have full knowledge of the relevant documents, Secured Asset etc. whether he/she inspects or visits or not.
9. All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Mumbai alone shall have jurisdiction to entertain /adjudicate such disputes.
10. Nomination by successful bidder will be permitted up to the date of confirmation of sale.

Sd/- TB

Authorised Officer

ANNEXURE-II
DETAILS OF BIDDER

(Read carefully the terms and conditions of sale before filling-up and submitting the bid)

1. Name(s) of Bidder (in Capital)/ Name of Organisation (in Capital) :
Note: Mention bidder or organisation Name which you have mentioned in EMD
2. Father's/Husband's Name :
3. Postal Address of Bidder(s) :
4. Phone/Cell Number and E-mail ID :
5. Bank Account details to which EMD amount to be returned :
 - i) Bank A/c. No. :
 - ii) IFSC Code No. :
 - iii) Branch Name :
6. Date of submission of bid :
7. PAN Number :
8. Property Item No. :
9. Whether EMD remitted : Yes/No.
10. EMD remittance details* : Date of remittance _____
: Name of Bank _____
: Branch _____
: A/c. No. _____
: IFSC Code No. _____
12. Bid Amount quoted : _____ (Rupees _____)

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 which are also available in the website <https://edelweissarc.auctiontiger.net> 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.

.....
(Name & Signature of the Bidder)

***Mandatory: Bidders are advised to preserve the EMD Remittance Challan.**

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <https://edelweissarc.auctiontiger.net> during the time of submission of the bid.

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ANNEXURE-III
DECLARATION BY BIDDER (S)

To,
The Authorised Officer,
Edelweiss Asset Reconstruction Company Limited
Edelweiss House, 3rd Floor,
Off C.S.T. Road, Kalina, Mumbai 400 098

Date:

Dear Madam/ Sir,

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the sale and have understood them fully. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. 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/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorised Officer and that the Authorised Officer will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful bidder by the Authorised Officer in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorised Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Authorised Officer.
5. I/We also agree that in the eventuality of forfeiture of the amount by Authorised Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
6. I/We also understand that the EMD of all offerer/bidders shall be retained by Edelweiss Asset Reconstruction Company Ltd. and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
7. The decision taken by Authorised Officer in all respects shall be binding on me/us.
8. I 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.

Signature:.....

Name:.....

Address:.....

E-mail id.....

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <https://edelweissarc.auctiontiger.net> during the time of submission of the bid.

Annexure – IV
Confirmation by Bidder Regarding Receipt of Training

To,
The Authorised Officer,
Edelweiss Asset Reconstruction Company Limited
Edelweiss House, 3rd Floor,
Off C.S.T. Road, Kallna, Mumbai 400 098.

Subject: Confirmation regarding receipt of e- Auction Training.

Dear Madam/ Sir,

This has reference to the Terms & Conditions for the e-Auction mentioned in the sale notice, Bid Document and available on the website <https://edelweissarc.auctiontiger.net>

I/We confirm that:

- I.I/We have read and understood the Terms and Condition governing the e-Auction as mentioned in sale notice and Bid Document available on the website <https://edelweissarc.auctiontiger.net> and also e-Auction notice published by Edelweiss Asset Reconstruction Company Ltd. in daily newspapers and unconditionally agree to them.
- II.I/We also confirm that we have taken training on the on-line bidding/auction and confirm that we are fully conversant with the functionality and process.
- III.I/We confirm that bank and **M/S. E-Procurement Technologies. Ltd.**, shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- IV.I/We, hereby confirm that we will honour the Bids placed by us during the e-Auction process.

With regards

Signature of the Bidder:

Name of Bidder:

Date:

Address of Bidder:

Note: This document is required to be duly filled in and signed by the bidder and thereafter upload in the website <https://edelweissarc.auctiontiger.net> just after availing training on e-Auction

Annexure – V
Price Confirmation Letter by Bidder(s)

To,
The Authorised Officer,
Edelweiss Asset Reconstruction Company Limited
Edelweiss House, 3rd Floor,
Off C.S.T. Road, Kalina, Mumbai 400 098.

Sub: Final bid quoted during e- Auction - Sale of Properties of Edelweiss Asset Reconstruction Company Limited

Dear Madam/ Sir,

We confirm that we have quoted the highest bid of Rs. _____/- (In Words _____)
for the purchase of the property (give description of property _____)
during e-Auction of the said property held by M/S E-Procurement Technologies. Ltd. on
_____ (date of auction).

Yours sincerely,

Signature:

Name of Bidder:

Date:

Note: This document is required to be duly filled in and signed by the H1 bidder and thereafter e-mail scanned letter to the Authorised Officer, Edelweiss Asset Reconstruction Company Limited mentioned in the website <https://edelweissarc.auctiontiger.net>, immediately on completion of the bidding.