

**JM FINANCIAL ASSET RECONSTRUCTION COMPANY LIMITED**

**CIN: U67190MH2007PLC174287**

**Regd. Office: 7<sup>th</sup> Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025**

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[E-auction Sale of secured immovable property (more particularly described in Schedule hereunder) mortgaged by Mr. PE Madhavan through his power of attorney holder PM Shaji for securing the credit facilities availed by **M/s Agna Media Studios (“Borrower”)** towards debts due to JM Financial Asset Reconstruction Co. Ltd. acting in its capacity as trustee of JMFARC – Federal Bank March 2013 Trust on **“As is Where is” “As is What is” and “Whatever there is” basis**, the physical possession whereof has been taken under the provisions of Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 read with Rule 8 of the Security Interest (Enforcement) Rules, 2002]

**TENDER DOCUMENT**

**WHEREAS** the Authorised Officer of JM Financial Asset Reconstruction Co. Ltd. (“**JMFARC**”) acting in the capacity as trustee of the JMFARC Federal Bank 2013 Trust and in exercise of the powers conferred under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ( “**SARFAESI Act**”) read with Rule 3 of the Security Interest (Enforcement) Rules, 2002 (“**Rules**”) issued Demand Notice dated October 26, 2015 calling upon M/s. Agna Media Studio (Partnership Firm) acting through its partners i.e. Manoj Alungal, Aysha Beevi, K M and P M Shaji as partners (“**Borrower**”) as well as Aysha Beevi K M, Swapnalekha and P E Madhavan (“**Guarantors**”), to repay the amounts due mentioned in the aforesaid demand Notice being Rs. 2,92,62,944.63 /- (Rupees Two Crores Ninety Two Lakhs Sixty Two Thousand Nine Hundred and Forty Four and Sixty Three Paise Only) as on October 26, 2015 together with further interest and other amounts at contractual rate mentioned in the loan documents from October 27, 2015 till repayment within 60 days from the date of receipt of the said notice. The aforementioned Borrowers and Guarantors failed and neglected to comply with the said Demand Notice.

**AND WHEREAS** the Borrowers and Guarantors having neglected and failed to comply with the said demand under the aforesaid notice, the undersigned, being the Authorised Officer of JMFARC, *inter-alia* took physical possession of the immovable properties mortgaged by the Guarantor, Mr. P E Madhavan through its power of attorney holder Mr. P M Shaji , more particularly described in the Schedule hereunder (hereinafter, “**Property**”), in exercise of powers conferred on him under Section 13(4) of the SARFAESI Act read with Rule 8 of the Rules on July 16, 2022.

In exercise of the powers conferred under Section 13(4) of the SARFAESI Act read with the aforesaid read with rule 9(1) , 8(6) of the said Rules on failure of the Borrowers and Guarantors to discharge the liability in full, the undersigned, being the Authorized Officer

of JMFARC, has decided to sell, by way of e-auction, the said Property as mentioned hereunder on **“AS IS WHERE IS”, “AS IS WHAT IS BASIS”, “AND WHATEVER THERE IS” BASIS**. The said Property is mortgaged by the aforesaid Guarantor Mr. P E Madhavan through its power of attorney holder Mr. P M Shaji as security for securing the due repayment of the advances granted to the Borrowers, the outstanding dues whereof are Rs. 2,84,36,581/- (Rupees Two Crores Eighty-Four Lakhs Thirty-Six Thousand Five Hundred and Eighty-One Only) as on September 15<sup>th</sup>, 2022 which is inclusive of interest at contractual rate and/or stipulated by the Bank/RBI from time to time on the aforesaid amount together with further interest and incidental expenses, cost, charges etc. thereon till the date of entire repayment or complete realization thereof.

### Schedule of Property

Sr. No	Description of Property	Reserve Price (In Rs.)	EMD Amount (In Rs.)
1.	<p>All that piece and parcel of land having a total extent of 59.73 ares (147.750 cents) with building along with all improvements thereon situated in (i) Sy. No. 739/6/1, 739/5, 739/2/2, 739/6/2 of Koothattukulam Village, Muvattupuzha Taluk, Ernakulam Distict, Kerala State and bounded as follows:            North: Uzhavoor Thodu            South: Sand Road            East: Property owned by Puthenpurackal Gopi            West: Property of Mylamkadavil Thampi and Vettikkaparambil Alice</p> <p>Owned by PE Madhavan</p>	<p>95,00,000/-            (Rupees Ninety Five Lakhs Only)</p>	<p>9,50,000/-            (Rupees Nine Lakhs and Fifty Thousand Only)</p>

**TERMS AND CONDITIONS OF SALE**

- 1) The Online Bids shall be submitted in website <https://www.bankauctions.in> as per schedule given below.

<b>Reserve Price</b>	As mentioned in Schedule of Property above
<b>Earnest Money Deposit (EMD)</b>	As mentioned in Schedule of Property above
Encumbrances known to secured creditors	Not Known
<b>EMD Remittance</b>	<p>EMD can be remitted in the following ways:</p> <p>i) Deposit through EFT/NEFT/RTGS A/c No: 409000484559 Name of Beneficiary: "JM Financial Asset Reconstruction Company Ltd - Collection Account" Name of Bank: RBL Bank Limited Name of Branch: One Indiabulls Centre Branch IFSC Code: RATN0000088 Branch Address: One Indiabulls Centre, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013</p> <p>OR</p> <p>ii) Demand Draft in the favour of "JM Financial Asset Reconstruction Company Ltd." payable at Mumbai.</p>
<b>Inspection of Property</b>	The undersigned shall arrange to give inspection of the said property on March 14, 2023 between 10:00 PM to 2:00 PM.
<b>Last date for submission of online application for BID with EMD</b>	March 21, 2023 before 5:00 PM In the event of the EMD amount is submitted by way of demand draft, the same should reach the office of JMFARC as provided hereinabove on or before March 21, 2023 till 5.00 P.M.
<b>Date and time of e-auction</b>	March 22, 2023 between 11:00 AM to 12:00 Noon with auto-extension of five minutes each in the event of bids placed in the last five minutes.
<b>Bid Multiplier</b>	Rs.10,000 /- (Rupees Ten Thousand Only)

- 2) The aforesaid Property shall not be sold below the reserve price mentioned above and the sale is subject to confirmation by JMFARC. However, the Authorised officer has the absolute right to accept or reject any / all bid or adjourn / postpone the sale without assigning any reason thereof. In case all the bids are rejected, the Authorised Officer reserves the right to sell the assets by any of the modes as prescribed in the SARFAESI Act.

- 3) The sale will strictly be on terms and conditions as mentioned herein and in the Auction Notice published in The Times of India (English) and Metro Vartha (Malayalam) in Kerala edition on February 20, 2023.
- 4) Intending bidders shall hold a valid e-mail address. E-auction bid document containing e-auction bid form, declaration, general terms and conditions of online auction sale are available on website <https://www.bankauctions.in>.
- 5) Intending bidders may avail training for online bidding from M/s. 4closure Block No.605 A, 6th Floor, Maitrivanam Commercial Complex, Ameerpet, Hyderabad - 500038, Mr. U.Subbarao, No.8142000061 and Mr. Manoj - No. 9154074420 Land line: 040-23836405. [subbarao@bankauctions.in](mailto:subbarao@bankauctions.in). and [manoj@bankauctions.in](mailto:manoj@bankauctions.in). For details with regards to property, please contact **JMFARC** at **022-66303030/1658**. **Contact person: Mr. Vaibhav Shetty- +919820387460**. Neither the Secured Creditor nor the Authorised Officer shall be liable for failure of the intending bidders to avail the training. Failure to avail training shall not be a valid ground to change or modify the bids before or at the time of e-auction by intending bidders.
- 6) Bids in the prescribed formats given in the Bid Document shall be submitted “online” through the portal of <https://www.bankauctions.in> or by sending an email with scanned copy of the tender document duly filled in along with self-attested copies of the KYC documents. The hard copy of the tender document and KYC documents should reach the Authorised Officer before **March 21, 2023, 5.00 PM**. Bids submitted otherwise shall not be eligible for consideration. Bid should be submitted along with scanned copies of Photo ID, preferably PAN Card and address proof documents, mentioning UTR number/supportive evidence for submitting EMD amount. All details regarding remittance of EMD shall be entered in the bid form like UTR Number along with the (i) proof of identification viz., Voter ID / AADHAAR / Passport etc., (ii) Current Address proof for communication; (iii) PAN Card of the intending Purchaser to the Authorized Officer, JMFARC. **The EMD will not carry any interest.**
- 7) Bids / Offers not accompanied with EMD shall be treated as invalid. Bid form without EMD shall be rejected summarily. Incomplete Bid forms shall be rejected summarily. The EMD of unsuccessful bidder, who have participated in the process, shall be refunded within 15 days from the date of e-auction without any interest thereon. The Bidder will not be entitled for any interest even if the refund of EMD is delayed beyond the said period for any reason whatsoever.
- 8) The offer should only be placed online in the “AUCTION BID FORM”
- 9) The entire procedure for conducting e-auction shall be at the exclusive discretion of the Authorised Officer and the intending purchaser shall have no right to object to the same.

- 10) The intending bidders are expected to conduct a thorough due diligence regarding the Secured Assets (including but not limited to title, documents, etc.), to his/her complete satisfaction before submitting the bid. The intending bidder shall be deemed to have full knowledge of the Secured Assets at the time when it submits its bid, irrespective of whether or not the bidder/purchaser actually conducts the due diligence. It shall be presumed that the intending bidder has satisfied himself / herself about the ownership details, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the assets / Secured Assets and that the intending bidder concurs or otherwise admits the identity of the assets / Secured Assets purchased by him / her / it notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/Secured Assets and their condition.
- 11) The intending bidder shall be deemed to have full knowledge of the Secured Assets at the time when it submits its bid, irrespective of whether or not the bidder/purchaser actually conducts the due diligence. The successful Bidder / Offeror 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.
- 12) The intending bidder(s) would be entitled to inspection of the Secured Assets at their own costs. Intending bidder / purchasers can inspect the aforesaid Secured Assets **on the date and time as mentioned above**. The person deputed for inspection by the prospective bidder should carry with him appropriate authorization on the letterhead of the organization or authority letter as the case may be for whom he/she represents, failing which inspection may be refused.
- 13) The intending bidder(s) would be entitled to inspection of the Secured Assets at their own costs. Intending bidder / purchasers can inspect the aforesaid Secured Assets **on the date and time as mentioned above**. The person deputed for inspection by the prospective bidder should carry with him appropriate authorization on the letterhead of the organization or authority letter as the case may be for whom he/she represents, failing which inspection may be refused. In case of the bidder being a separate entity, authorization on the letterhead of the organization shall be required.
- 14) In the event of the intending bidder(s) choosing not to take the inspection or failing to take inspection or being unable for any reason to take inspection on the date fixed for such inspection, the intending bidder/s shall be deemed to have taken inspection of the secured asset and the condition in which it is and will be fixed with notice as to the condition in which the secured assets actually are.
- 15) The Bidders are advised in their own interest to verify the assets being sold and verify any other dues from the respective authorities to their satisfaction before submitting the offers.

- 16) Conditional offers will be treated as invalid. Likewise, correspondence about any change in the name of offer will not be entertained. Any Offeror who wishes to give a fresh offer for the Property on or before the last date prescribed for submission of the offers contemplated herein, may file a fresh offer with appropriate Earnest Money Deposit.
- 17) The highest bidder in the E-Auction immediately on closure of auction process should submit/send the final price quoted by him both to JMFARC's Authorized Officer and Service Provider for getting declared as successful bidder in the auction. The bidder who submits the highest bid amount (not below the Reserve Price) on closure of E-Auction process will be declared as successful bidder. The said property shall be sold to the highest bidder only.
- 18) The said Secured Assets shall be sold to the successful bidder so declared. The successful bidder shall have to tender the KYC documents with originals (Photo ID and address proof documents) to the Authorised Officer for verification immediately. The Authorised Officer shall verify the documents submitted by the successful bidder. The successful bidder/purchaser shall immediately, i.e., on the same day of the auction or not later than the next working day, pay a deposit of twenty-five per cent (25%) of the amount of the bid amount, which is inclusive of the EMD, to the authorized officer of JMFARC, by way of RTGS/Demand draft favoring JMFARC payable at Mumbai, and in default of such deposit, the said Property shall be sold again. The sale of the said Property shall be confirmed in favour of the bidder who has offered the highest bid/offer to the authorized officer and shall be subject to the confirmation by JMFARC.
- 19) The balance of 75% of the consideration amount shall be payable on or before **March 31, 2023** or such extended period as may be agreed upon in writing between the purchaser/successful bidder and the secured creditor (JMFARC), in any case not exceeding three months.
- 20) Any subsequent detraction and/or default and/or refusal to pay the balance amount of purchase price within fifteen (15) days from the confirmation of sale, after the payment of twenty- five percent of the bid amount towards the purchase price, will attract the provisions of section 9(5) of the Security Interest (Enforcement) Rules, 2002 vide which the deposit of twenty- five percent (inclusive of the EMD) shall be forfeited and the said Property shall be resold and the defaulting purchaser shall forfeit to JMFARC all claim to the Property or to any part of the sum for which it may be subsequently sold. The defaulting Purchaser/Bidder shall not have any claims to the secured asset or to any part of the sum for which it may be subsequently sold.
- 21) Further, all costs, charges and expenses incurred by JMFARC on account of such resale shall be borne by such defaulting successful Offeror 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.

- 22) Sale Certificate shall be issued and transfer of the Said Property to the successful offeror shall be done by the Authorised Officer only upon payment of the entire purchase consideration and other charges as per the terms contained herein.
- 23) The EMD of unsuccessful bidders shall be refunded, without interest, within fifteen days from the date of e-auction. The Bidder / Offerer will not be entitled to claim any interest, if the refund of EMD is delayed beyond the said period for any reason whatsoever. In case of failure of the highest bidder to make payment of the Bid amount or any part thereof within the stipulated time frame, **Authorised Officer reserves the right to negotiate with the 2nd or 3rd highest bidder for sale of said Assets.**
- 24) 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.
- 25) The stamp duty, registration charges, cess, any sales tax including Goods & Service Tax (GST) if applicable, transfer charges if any, and all other incidental costs, charges and expenses in connection with the sale of the aforesaid Secured Assets and to transfer the right, title and interest shall be borne by the intending purchaser/ successful bidder. It is hereby clarified that failure to pay the aforesaid fees and charges after confirmation of sale shall lead to cancellation of sale and forfeiture of the sale consideration deposited by the bidder.
- 26) If for any reason, whatsoever, the sale cannot be confirmed or is set aside by an order of any Court or Tribunal, then in that event the entire purchase money paid may be refunded to the intending Purchaser(s) without interest.
- 27) Participation in the bid shall be deemed to be acceptance of the terms and conditions specified herein as also in terms and conditions as mentioned in the Auction Notice by the intending Bidder(s) / Offeror(s).
- 28) The Property is offered for sale on **“AS IS WHERE IS”, “AS IS WHAT IS” AND “WHATEVER THERE IS” BASIS**. Neither JMFARC nor the Authorised Officer undertakes any responsibility to procure any permission/license etc. in respect of the property offered for sale hereinabove. The successful offeror will have to bear all outstanding dues including but not limited to water/electricity/service charges, transfer fees, electricity dues, society dues, dues of the Municipal Corporation/local authority dues, government department, taxes including sales tax, GST, VAT or any other cess, duties, levies by whatever name it is called, if any, in respect of the property. The successful offeror shall not be entitled to claim any compensation or deduction in price on any account whatsoever and shall be deemed to have purchased the secured asset subject to all encumbrances, liens and claims.
- 29) Bidders are advised / cautioned to verify the concerned Revenue Record/ other Statutory authorities such as Sales Tax/Excise/income Tax etc. and shall satisfy themselves

regarding encumbrance, lien, charge, statutory dues etc. before submitting the dues. Bidder shall not be entitled to lay any claim against JMFARC in the event of any statutory dues pending against the said Property.

- 30) The successful Offeror will be bound by the regulations of the local / any other authority, as applicable in regard to the use of the immovable property along with its super structure, if being part of the property contemplated herein.
- 31) The successful Bidder / Offeror shall, notwithstanding any discrepancy or variation in the names, quantities, survey numbers measurement, boundaries and abutments as mentioned hereinabove, accept the Said Property purchased by him/it/them.
- 32) If the dues of the existing charge-holders together with all costs, charges and expenses incurred by JMFARC are offered by or on behalf of the borrower or guarantors at any time before the date of confirmation of sale, the Property or part thereof, shall not be auctioned.
- 33) The Bidder shall not be entitled to withdraw or cancel offer once submitted unless permitted by Authorized Officer. If the Offeror withdraws or cancels the offer, the Earnest Money Deposit 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 Offeror. The successful bidder/purchaser shall be deemed to have purchased the Secured Assets after complete examination and inspection of it and shall not be entitled to make any requisition or raise any objection as to the title, encumbrance or consideration of the Secured Assets or any part thereof.
- 34) On confirmation of sale by JMFARC and if the terms of payment have been complied with, the Authorized Officer exercising the power of sale, shall issue Sale Certificate for immovable asset in favour of the purchaser/successful Offeror in the form given in Appendix V of the Security Interest (Enforcement) Rules, 2002. Issuance of Sale Certificate and transfer of property shall be undertaken by the Authorized Officer only upon payment of the entire bid consideration and other charges as per the terms contained herein.
- 35) The sale certificate will be issued in the name of the purchaser(s) / Applicant(s) only and will not be issued in any other name(s).
- 36) The Bidder shall purchase the Property/ies in the same condition that the Property/ies exists on the date of sale. As from the date of confirmation of the sale of the Properties, the purchaser shall hold the Property/ies at his/her/their sole risk and cost as regards any loss or damage to the Property/ies due to fire or earthquake or any other natural calamities or theft, burglary, robbery or from any other cause whatsoever. Neither JMFARC nor the Authorized Officer shall be liable for any such loss or damages/ incidental loss damages of any nature whatsoever, including but not limited to liability of any manner towards any

third party/ parties. The Bidder/purchaser shall not make any requisition for repairs or otherwise and the obligations of carrying out such repairs shall be solely that of the Bidder/purchaser.

- 37) The Authorized Officer is selling the 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 Property and does not warrant any condition whatsoever pertaining to the same. The Offerors 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 Property. The Offerors shall not be entitled to issue or raise any requisitions or objections to or upon the title. The Offerors should make enquiries about the utility of the Property put up for sale hereunder and no warranty or assurances of any kind are given by the Authorized Officer and/or JMFARC. The Offerors shall be deemed to have undertaken a due diligence of the Property and that the Offerors are presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.
- 38) The Authorized Officer reserves his 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 Offeror or sell the assets through private negotiations with any of the Offeror or any other party/parties or invite fresh offers. JMFARC's decision in this behalf shall be final & binding.
- 39) 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.
- 40) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals at Mumbai only.
- 41) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the rules framed thereunder.

## **OTHER TERMS AND CONDITIONS PERTAINING TO E-AUCTION**

- (a) Auction/ bidding will be only online bidding through the portal provided by the service provider.
- (b) In case of sole bidder/offeror, the sale may be deferred and the said Property may be brought for resale or otherwise sale will be deferred or cancelled.
- (c) Bidders/Offerors are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- (d) No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the EMD in full will be forfeited.
- (e) Only upon verification of the bid form and confirmation of remittance of EMD, the user ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
- (f) Bidders/Offerors should not disclose their user ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
- (g) Bidders/Offerors are advised to change the password immediately on receipt from the service provider.
- (h) All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder/Offeror cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
- (i) The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders/Offerors. The bidder/Offeror with the highest offer/ bid does not get any right to demand acceptance of his bid in case any stay order is received by JMFARC.
- (j) The bidder/offeror 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 JMFARC. Hence bidders/Offerors are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

Authorized Officer  
JM Financial Asset Reconstruction Company Limited  
Acting in its capacity as trustee of JMFARC- Federal Bank MARCH 2013 - Trust.

**ONLINE BID DOCUMENT**

(to be filled online in website <https://jmfarc.auctiontiger.net>)

In the matter of M/s Agna Media Studios.

**A. Particulars of the offeror/bidder:**

- 1) Name of the Offeror/Bidder : \_\_\_\_\_
- 2) Constitution of the Offeror/ Bidder : \_\_\_\_\_
- 3) Postal Address of the Offeror/Bidder : \_\_\_\_\_  
\_\_\_\_\_
- 4) Telephone Nos. (O) \_\_\_\_\_ (R) \_\_\_\_\_  
(Mobile) \_\_\_\_\_ (E-Mail) \_\_\_\_\_
- 5) Document of proof of identity (tick whichever is being attached) :
  - Driving License : Issue Date \_\_\_\_\_ , Number \_\_\_\_\_
  - PAN Card Number: \_\_\_\_\_
  - Voter Identity Card : Issue Date \_\_\_\_\_ , Number \_\_\_\_\_
  - Passport: Issue Date \_\_\_\_\_ , Number \_\_\_\_\_
  - Certificate of Incorporation: Issue Date \_\_\_\_\_ , Number \_\_\_\_\_
  - Partnership Agreement date: \_\_\_\_\_
- 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:

Property no	Amount	Amount in Words
1		

The Online bids shall be submitted in website <https://www.bankauctions.in> as per schedule given below.

<b>SR. No</b>	<b>Description of Property</b>	<b>Reserve Price (In Rs)</b>	<b>EMD Amount (In Rs.)</b>
1.	<p>All that piece and parcel of land having a total extent of 59.73 ares (147.750 cents) with building along with all improvements thereon situated in (i) Sy. No. 739/6/1, 739/5, 739/2/2, 739/6/2 of Koothattukulam Village, Muvattupuzha Taluk, Ernakulam Distict, Kerala State.</p> <p>and bounded as follows:            North: Uzhavoor Thodu            South: Sand Road            East: Property owned by Puthenpurackal Gopi            West: Property of Mylamkadavil Thampi and Vettikkaparambil Alice</p> <p>Owned by PE Madhavan</p>	95,00,000/- (Rupees Ninety Five Lakhs Only)	9,50,000/- (Rupees Nine Lakhs Fifty Thousand)

## DECLARATION

1. I/We, the Offeror/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the bid document and public notice for sale in the matter of M/s Agna Media Studio and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions.
2. 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.
3. I/We further declare that I/We intend to purchase the above referred assets from the Authorized Officer, JM Financial Asset Reconstruction Company Ltd. ("JMFARC") for our own use/business and that the information revealed by me/us in the bid/offer in <https://www.bankauctions.in> is true and correct.
4. I/We declare that we are not ineligible under section 29A of the Insolvency and Bankruptcy Code, 2016 (IBC) to purchase the assets (Property). I/We further declare that I/we are not a "related party" as defined under the Companies Act, 2013 and/or IBC to the Borrower and Guarantors/Mortgagors.
5. 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 bid submitted by me/us in <https://www.bankauctions.in> is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by JMFARC and JMFARC will be at liberty to annul the offer made to me/us at any point of time.
6. I/We hereby expressly waive my/our right to file any Suit, Application or Appeal including but not limited to Securitization Application with any Court/Tribunal/DRT/DRAT/Judicial Authority in the event Earnest Money Deposit (EMD) shall be forfeited, sale is revoked by the Authorised Officer or there is a delay in handing over the possession of the property.
7. I/We also agree that after my/our offer given in [https:// www.bankauctions.in](https://www.bankauctions.in) in my/our offer for purchase of the assets is accepted by JMFARC 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 Earnest Money Deposit and any other monies paid by me/us along with the offer and thereafter, are liable to be forfeited by JMFARC and that JMFARC has also a right to proceed against me/us for specific performance of the contract, if so desired by JMFARC.

SIGNATURE