

<p align="center">JM FINANCIAL ASSET RECONSTRUCTION COMPANY LIMITED CIN: U67190MH2007PLC174287</p>
<p>Regd. Office: 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai - 400 025;</p> <p align="center">Authorised Officer: Kumar Gaurav, Vaibhav Shetty;</p> <p>Mobile/Phone: (+919820387460, 9930144745, + 91 022 62241658/1674)</p> <p>Email: gaurav.kumar@jmfl.com vaibhav.shetty@jmfl.com</p> <p align="center">Website: www.jmfinancialarc.com</p>
<p>[Sale of immovable property mortgaged by Mr. Hemant Dattaji Naiknavare and Mr. Ranjit Dattaji Naiknavare (“Guarantors/Mortgagors”) for the loan of Naiknavare Housing Developments Pvt. Ltd. and Naiknavare Developers Pvt. Ltd. (“Borrowers”) towards debt due to JM Financial Asset Reconstruction Company Limited, acting in its capacity as trustee of JMFARC – Township February 2018 - Trust (“JMFARC”/ “Secured Creditor”) on “AS IS WHERE IS”, “AS IS WHAT IS” and “WHATEVER THERE IS” basis, the possession whereof has been taken under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act, 2002”) read with Rule 8 of Security Interest (Enforcement) Rules, 2002 (“Rules”)]</p>

BID DOCUMENT

WHEREAS, the Borrowers were granted financial assistance in the form of project loan of Rs. 200,00,00,000/- (Rupees Two Hundred Crore only) (“**Loan**”) by Dewan Housing Finance Corporation Limited (“**DHFL**”) on the terms and conditions mentioned in sanction letter dated 20.01.2015 and loan agreement dated 20.02.2015 and other relevant loan and security documents. However, Borrowers failed to repay the Loan and as a result thereof, the loan account was classified as non-performing asset by DHFL on 28.02.2018.

AND WHEREAS, the said Loan has been secured, *inter alia*, by way of mortgage/charge over the immovable properties as more particularly described in the Schedule hereto (“**Secured Immovable Assets**”/ “**Properties**”). Further, the said Loan with interest and other amounts due and payable thereunder is further secured by way of guarantees executed by the Guarantors/Mortgagors i.e. Mr. Hemant Dattaji Nainavare and Mr. Ranjit Dattaji Naiknavare in favour of DHFL.

AND WHEREAS, the financial assets including the said Loan, together with all underlying security interest and all rights, titles and interests therein, including but not limited to the charge of mortgage over the Properties, were subsequently assigned by DHFL in favour of the Secured Creditor registered assignment agreement dated 07.03.2018 under the provisions of SARFAESI Act.

The Authorised Officer of JMFARC, in exercise of powers conferred under Section 13(2) of SARFAESI Act read with rule 3 of the Rules issued a demand notices dated 21.07.2022, 26.07.2022 & 28.07.2022 (“**Demand Notices**”), calling upon the Borrowers and Guarantors/Mortgagors, to repay the amount as mentioned in the said Demand Notices being Rs. 553,23,79,748.74/- (Rupees Five Hundred Fifty Three Crore Twenty Three Lakhs Seventy Nine Thousand Seven Hundred Forty Eight and Paise Seventy Four) as on 21.07.2022 together with further interest and other amounts at the contractual rate mentioned in the relevant loan and security documents from 22.07.2022 till payment.

The Borrowers and the Guarantors having failed to repay the outstanding amount as mentioned in the Demand Notices, the Authorized Officer of JMFARC has taken possession of the Properties in exercise of powers conferred under Section 13(4) of the SARFAESI Act read with Rule 8 of the said Rules on 30.11.2022 .

On failure of the Borrowers and the Guarantors to discharge their liabilities in entirety, the undersigned, being the Authorised Officer of JMFARC in exercise of the powers conferred on him under Section 13(4) of the SARFAESI Act read with with the sub-rules 5 and 6 of rule 8 and rule 9 of the Rules has decided to sell the Properties on “**As is where is**”, “**As is what is**”, “**Whatever there is**” basis by way of public auction (through e-auction) on

26.04.2023 between 11.00 AM to 12.00 PM for a sale consideration which shall not be less than the reserve price as mentioned in the table below. The Properties are mortgaged and/or charged by the aforesaid Guarantors/Mortgagors as security for securing the dues repayment of the Loan granted to the Borrowers, the outstanding dues to JMFARC being Rs. 553,23,79,748.74/- (Rupees Five Hundred Fifty Three Crore Twenty Three Lakhs Seventy Nine Thousand Seven Hundred Forty Eight and Paise Seventy Four) as on 21.07.2022 together with further interest and other amounts at the contractual rate mentioned in the relevant loan and security documents from 22.07.2022 till payment.

Thus, the Properties are now being put up for sale by the undersigned herein, subject to the terms and conditions and in the form and manner herein below appearing.

SCHEDULE OF PROPERTIES

Sr. no.	Description of the Immovable Properties	Reserve Price (in Rs.)	Earnest Money Deposit (EMD) (in Rs.)
1	a) Exclusive charge by way of registered mortgage on the entire project land admeasuring 1,53,772 sq.mts located at gat no. 156(p), 196/1, 198(p), 199, 200 to 202, 204 to 209, 211, 213, 222, 224; at Ambethan, Chakan, Pune-410501 (Gut Nos. 156(p), 196(1), 198, 200, 201, 202, 204, 222 (1 Hectare 98.75 Ares), 224 are owned by Mr. Ranjit Dattaji Naiknavare. Gut Nos. 199, 205, 206, 207, 208, 209, 211, 213, 222 (66.25 Ares) are owned by Mr. Hemant Dattaji Naiknavare) b) Exclusive charge by way of registered mortgage on the project land admeasuring approx. 15,900 sq.mts. at Gat No. 121 at Mahalunge, Chakan, Pune-410501, along with present & future unsold construction thereon. (Gut No. 121 is owned by Mr. Hemant Dattaji Naiknavare)	Rs. 60,00,00,000/- (Rupees Sixty Crore Only)	Rs.6,00,00,000/- (Rupees Six Crore Only)

TERMS AND CONDITIONS OF SALE

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

Reserve Price	As mentioned in the Schedule hereinabove
Earnest Money Deposit (“EMD”)	As mentioned in the Schedule hereinabove
Encumbrances known to Secured Creditor	Not Known to JMFARC
EMD Remittance	EMD can be remitted in the following ways : 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 Ltd Name of Branch: Lower Parel IFSC Code: RATN0000088

	Branch Address: One Indiabulls Centre, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 OR ii) Demand Draft in the favor of "JM Financial Asset Reconstruction Company Ltd." payable at Mumbai.
Inspection Date & Time	April 10, 2023 from 11.00 am to 3.00 pm
Last date for submission of online application for BID with EMD	April 25, 2023. In case EMD is submitted by way of demand draft, the same should reach the office of Secured Creditor/JMFARC on or before April 25, 2023 by 5.00 pm
Date and time of e-auction	On 26.04.2023 between 11.00 AM to 12.00 PM (with auto-extension of five minutes each in the event of bids placed in the last five minutes)
Bid Multiplier	Rs. 1,00,000/- (Rupees One Lakh Only)

2. The Borrowers and the Mortgagors/Guarantors have challenged the steps taken by the Authorised Officer of JMFARC under SARFAESI Act by way of a securitization application no. 82 of 2023 before Hon'ble Debts Recovery Tribunal II, Mumbai ("DRT"). Further, the said Borrowers and the Mortgagors/Guarantors have also filed an interim application no. 134 of 2023 in the said securitization application, seeking interim reliefs. The matters are pending adjudication. However as on the date of issuance of this Bid Document, there is no stay granted by DRT.
3. The Properties shall not be sold below the reserve price mentioned above and the sale is subject to confirmation by competent authority of JMFARC. However, the Authorized Officer has the absolute right to accept or reject any / all bid(s) or adjourn / postpone the sale without assigning any reason thereof. In case all the bids are rejected, JMFARC reserves the right to sell the Properties by any of the modes as prescribed in sub-rule (5) of Rule 8 of the said Rules.
4. The sale will strictly be on terms and conditions as mentioned herein and in the Auction Notice published in Times of India, Indian Express and Loksatta on 13.03.2023.
5. Intending bidders/offerors shall hold a valid e-mail address. E-auction bid document (Bid Document) containing e-auction bid form, declaration, general terms and conditions of online auction sale are available on the website <https://www.jmfinancialarc.com/assets-for-sale> and on <https://www.bankauctions.in>.
6. 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. and manoj@bankauctions.in. For details with regards to the aforesaid Properties, please contact JMFARC, Contact Person: Kumar Gaurav, Vaibhav Shetty, Email ID: gaurav.kumar@jmfl.com vaibhav.shetty@jmfl.com, Phone/Mobile: +919820387460, 9930144745, + 91 022 62241658/1674.
7. Bids in the prescribed formats given in the Bid Document shall be submitted "online" through the portal of <https://www.bankauctions.in>. Bids should be submitted along with the declaration (as per the format below), scanned copies of Photo ID, preferably PAN Card and address proof documents i.e. Voter ID/ AADHAAR / Passport etc. along with details regarding remittance of EMD like UTR Number/supportive evidence for submitting EMD amount. The EMD will not carry any interest.
8. **Bid form without EMD shall be rejected summarily. Incomplete Bid forms shall be rejected summarily.**

9. The offer should only be placed online in the “AUCTION BID FORM”.
10. The entire procedure of conducting e-auction shall be at the exclusive discretion of the Authorised Officer and intending bidder(s)/offeror(s) shall have no right to object to the same.
11. The intending bidder(s)/offeror(s) is expected to conduct a thorough due diligence regarding the Properties (including but not limited to title, documents, encumbrance, etc.), to his/her complete satisfaction before submitting the bid. The bidder(s)/offeror(s) shall be deemed to have full knowledge of the Properties at the time when he/she submits their bid irrespective of whether or not the bidder(s)/offeror(s) actually conduct the due diligence. The intending bidder(s)/offeror(s) shall be entitled to inspect the Properties at their own cost. Bidder(s)/offeror(s) can inspect the Properties on April 10, 2023. The person deputed for inspection by the prospective bidder(s)/offeror(s) should carry with him/her appropriate authorization on the letterhead of the organization he/she represents, failing which inspection may be refused.
12. In the event of the intending bidder(s)/ offeror (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)/ purchaser(s) shall be deemed to have taken inspection of the said Properties and the condition in which it is and will be fixed with notice as to the condition in which the said Properties actually are.
13. It shall be presumed that the intending bidder(s)/ offeror (s) has satisfied himself / herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the Properties and that the intending bidder(s)/ offeror (s) concurs or otherwise admits the identity of the said Properties purchased by him / her / it notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the said Properties and their condition.
14. Intending bidder(s)/ offeror(s) 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 bids. Successful bidder(s)/ offeror(s) shall not be entitled to lay any claim against JMFARC in the event of any statutory dues pending against the said Properties.
15. The intending bidders(s)/ offeror(s) are advised in their own interest to verify the said Properties being sold and verify any other dues from the respective authorities to their satisfaction before submitting the bids/offers.
16. Conditional bids/offers will be treated as invalid. Likewise, correspondence about any change in the name of offer will not be entertained. Any bidder/offeror who wishes to give a fresh bid/offer for the said Properties on or before the last date prescribed for submission of the bids contemplated herein, may file a fresh bid with appropriate EMD.
17. The highest bidder/offeror 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/offeror in the auction. The bidder/offeror who submits the highest bid amount (not below the Reserve Price as mentioned in Schedule hereinabove) on closure of E-Auction process will be declared as successful bidder/purchaser.
18. The said Properties shall be sold to the successful bidder/offeror so declared. The successful bidder/offeror shall have to tender the KYC documents with originals (Photo ID and address proof documents) to the Authorized Officer for verification immediately, in case the Authorized officer demands so.
19. The successful bidder/offeror 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 bid amount (after adjusting the EMD amount) by way of RTGS/ NEFT to JM Financial Asset Reconstruction Company Limited in A/c No: 409000484559 with RBL

Bank Limited, One India Bulls Centre, Senapati Bapat Marg, Lower Parel, Mumbai (IFSC Code: RATN0000088) and in default of such deposit, the said Properties shall be sold again. The sale of the said Properties shall be confirmed by the Authorized Officer of JMFARC in favour of the bidder/offeror who has offered the highest bid to the Authorized Officer and shall be subject to confirmation by JMFARC.

20. Further, the balance amount of purchase price (being 75% of purchase price) shall be paid by the successful bidder/offeror to the Authorized Officer on or before the fifteenth day of confirmation of sale of the said Properties or such extended period as may be agreed upon in writing between the successful bidder/offeror and JMFARC, in any case not exceeding three months, which shall be subject to the sole discretion of JMFARC.
21. 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 or such extended period [as may be agreed upon in writing between the purchaser/offeror and the secured creditor (JMFARC), in any case not exceeding three months, after the payment of twenty-five percent of the bid amount towards the purchase price, will attract the provisions of rule 9(5) of the Rules vide which the deposit of twenty- five percent (inclusive of the EMD) shall be forfeited and the immovable Properties shall be resold and the defaulting purchaser/successful bidder/offeror shall forfeit to JMFARC all claim to the Properties or to any part of the sum for which it may be subsequently sold.
22. Further, all costs, charges and expenses incurred by JMFARC on account of such resale shall be borne by such defaulting purchaser/ successful bidder/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 (Properties) realizing higher price on resale.
23. The EMD of unsuccessful bidder(s) shall be refunded within fifteen (15) days from the date of e-auction without any interest thereon. The bidder/offeror will not be entitled for any interest even if the refund of EMD is delayed beyond the said period for any reason whatsoever.
24. In case of failure of the successful bidder/ purchaser to make payment of the sale price or any part thereof within the stipulated time frame, Authorized Officer of JMFARC/Secured Creditor reserves the right to negotiate with the 2nd or 3rd highest bidder for sale of the said Properties.
25. The successful bidder/offeror shall deduct and deposit with the concerned department/statutory body, the Tax Deducted at Source (TDS), as applicable under Section 194-IA of the Income Tax Act, 1961 ("**Act**"). Such TDS shall be considered as part of the offer made by the successful bidder/offeror.
26. The stamp duty, registration charges, cess, sales tax, Goods and Services Tax, Value Added Tax ("VAT") (if applicable), transfer charges, if any, and all other incidental costs, charges and expenses in connection with the sale of the said Properties shall be borne by the successful bidder(s)/offeror(s).
27. 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 successful bidder(s)/offeror(s) without interest/ other charges of any manner whatsoever.
28. 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)/offerors(s)/purchaser(s).
29. The said Property is offered for sale on "**AS IS WHERE IS**", "**AS IS WHAT IS**", and "**WHATEVER THERE IS**" basis. Neither JMFARC nor the Authorized Officer undertakes any responsibility to procure any permission/license etc. in respect of the said Properties offered for sale hereinabove. The successful bidder/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, taxes including sales tax, GST, VAT or any other cess, duties, levies by whatever name it is called, if any, in respect of the said Properties. The successful bidder/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 said Property on “**AS IS WHERE IS**”, “**AS IS WHAT IS**”, and “**WHATEVER THERE IS**” basis, subject to all encumbrances, liens and claims.

30. The successful bidder/offeror will be bound by the regulations of the local / any other authority, as applicable in regard to the use of the said Properties along with its super structure, if being part of the said Properties 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 Properties purchased by him/it/them.
32. If the dues of JMFARC together with all costs, charges and expenses incurred by JMFARC are offered by or on behalf of the Borrowers or Mortgagors/ Guarantors at any time before the date of confirmation of sale, the said Properties or part thereof, shall not be auctioned at the discretion of Authorized Officer.
33. After the submission of bid forms, the bidder/offeror shall not be allowed to withdraw the bid forms/EMD once submitted. If the bidder/offeror withdraws or cancels the offer, the EMD shall be liable to be forfeited and such bidder/offer shall also be liable to pay to the Authorized Officer of JMFARC, the loss or damage suffered consequent upon the withdrawal or cancellation of the offer. The said Properties in question will then be resold at the risk and consequences of the bidder/offeror. The successful bidder/offeror shall be deemed to have purchased the said Properties after complete examination & 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 said Properties or any part thereof.
34. On confirmation of sale, if the terms of payment have been complied with, the Authorized Officer exercising the power under Rule 9(6) of the said Rules shall issue Sale Certificate for the said Properties in favour of the successful bidder(s)/offeror(s) in the form given in Appendix V of the said Rules. Issuance of Sale Certificate and transfer of the said Properties shall be undertaken by the Authorized Officer only upon payment of the entire purchase price and other charges as per the terms contained herein.
35. The Sale Certificate will be issued in the name of the successful bidder/offeror only, in the manner specified herein and under the said Rules, and will not be issued in any other name(s). The Sale Certificate will not be issued pending operation of any stay/ injunction/ restraint order passed by the DRT/DRAT/High Court or any other court against the issuance of Sale Certificate.
36. The successful bidder/offeror shall purchase the said Properties in the same condition that the said Properties exists on the date of sale. After issuance / handover of Sale Certificate, physical possession of the said Properties will be handed over to the successful bidder/offeror and thereafter the successful bidder/offeror shall hold the said Properties at his/her/their sole risk and cost as regards any loss or damage to the said Properties by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever and 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 successful bidder/offeror shall not make any requisition for repairs or otherwise and the obligations of carrying out such repairs shall be solely that of the successful bidder/offeror.
37. The Authorized Officer is selling the said Properties pursuant to the powers derived from the SARFAESI Act. The said Properties 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 Properties and does not

warrant any condition whatsoever pertaining to the same. The offeror(s)/bidder(s) should make their own enquiry about the same and satisfy themselves if there are any other encumbrances, reservations, acquisitions, charges, liens or defects affecting the title of the said Properties. The bidder(s)/offeror(s) shall not be entitled to issue or raise any requisitions or objections to or upon the title. The bidder(s)/offeror(s) should make enquiries about the utility of the Properties put up for sale hereunder and no warranty or assurances of any kind are given by the Authorized Officer and/or JMFARC. The bidder(s)/offeror(s) shall be deemed to have undertaken a due diligence of the said Properties and that the bidder(s)/offeror(s) 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 bid(s)/offer(s) without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the bidder(s)/offeror(s) or sell the assets through private negotiations with any of the bidder/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 said 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. The bidder/purchaser shall be deemed to have read and understood all the conditions of sale, this Bid Document, the Auction Notice, SARFAESI Act & the said Rules, and shall be bound by the same.

- (k) In case of any technical failure in submitting the bid or while bidding during the auction process, neither JMFARC nor its Authorised Officer nor its appointed agency shall be liable for any such technical failure.

Sd/-

Authorised Officer

Acting in its capacity as trustee of

JMFARC-Township February 2018-Trust

ONLINE BID DOCUMENT

(to be filled online in website <https://www.bankauctions.in>)

In the matter of **Naiknavare Housing Developments Pvt. Ltd. and Naiknavare Developers Pvt. Ltd.**

- 1) Name of the Offerer/Bidder _____
- 2) Constitution of the Offerer/Bidder : _____
- 3) Postal address of the Offerer/Bidder : _____
- _____

- 4) Telephone Nos. (O) _____ (R) _____ (Mobile) _____

- 5) E-Mail Id _____

- 6) 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: _____

- 7) 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 _____

- 8) DETAILS OF THE OFFER/BID:

Total Bid Amount : Rs. _____ (Amount in figures)
Rs. _____ (Amount in words)
Earnest Money Deposit ("EMD") : Rs. _____ (Amount in figures)
Rs. _____ (Amount in words)

SCHEDULE OF SECURED IMMOVABLE ASSET/ PROPERTY

Sr. no.	Description of the Immovable Properties	Reserve Price (in Rs.)	Earnest Money Deposit (in Rs.)
1	<p>c) Exclusive charge by way of registered mortgage on the entire project land admeasuring 1,53,772 sq.mts located at gat no. 156(p), 196/1, 198(p), 199, 200 to 202, 204 to 209, 211, 213, 222, 224; at Ambethan, Chakan, Pune-410501 (Gut Nos. 156(p), 196(1), 198, 200, 201, 202, 204, 222 (1 Hectare 98.75 Ares), 224 are owned by Mr. Ranjit Dattaji Naiknavare. Gut Nos. 199, 205, 206, 207, 208, 209, 211, 213, 222 (66.25 Ares) are owned by Mr. Hemant Dattaji Naiknavare)</p> <p>d) Exclusive charge by way of registered mortgage on the project land admeasuring approx. 15,900 sq.mts. at Gat No. 121 at Mahalunge, Chakan, Pune-410501, along with present & future unsold construction thereon. (Gut No. 121 is owned by Mr. Hemant Dattaji Naiknavare)</p>	Rs. 60,00,00,000/- (Rupees Sixty Crore Only)	Rs.6,00,00,000/- (Rupees Six Crore Only)

Encumbrances: not known to JMFARC. The intending bidders/offerors shall have to bear costs of any encumbrances which are not within the knowledge of JMFARC.

UNDERTAKING AND DECLARATION BY BIDDER/OFFEROR

[To be executed on Rs. 100 stamp paper]

1. I/We, the Bidder(s)/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 Naiknavare Housing Developments Pvt. Ltd. and Naiknavare Developers Pvt. Ltd. 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 Bidder(s)/Offeror(s) aforesaid do hereby confirm that I/We have taken inspection of the said Properties/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 said Properties.
3. I/We further declare that I/We intend to purchase the said Properties from the Authorized Officer, JM Financial Asset Reconstruction Company Ltd. acting in its capacity as trustee of JMFARC-Township February 2018-Trust(**"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 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 <https://www.bankauctions.in> is liable to be cancelled and in such case the Earnest Money Deposit (**"EMD"**) 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.
5. 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 EMD shall be forfeited, sale is revoked by the Authorized Officer or there is a delay in handing over the possession of the Properties.
6. I/We declare that we are not ineligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 (**"IBC"**) to purchase the said Properties. I/We further declare that I/We are not a *"related party"* as defined under the Companies Act, 2013 and/or IBC to Naiknavare Housing Developments Pvt. Ltd. and Naiknavare Developers Pvt. Ltd., Mr. Hemant Dattaji Naiknavare and Mr. Ranjit Dattaji Naiknavare.
7. I/We also agree that after my/our offer given in <https://www.bankauctions.in> my/our offer for purchase of the said Properties 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