JM FINANCIAL ASSET RECONSTRUCTION COMPANY LIMITED
CIN: U67190MH2007PLC174287

Regd. Office: 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400025
Authorized Officer: Prashant Monde
Email id: queries.arc@jmfl.com
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[Sale of immovable asset mortgaged for securing the loans availed by the **ASHOKKUMAR BANSHU SINGH** ("**Borrower**") and **AMIT ASHOK SINGH, A S CONSTRUCTION ("Co-borrowers")** towards debt due to JM Financial Asset Reconstruction Company Limited acting in its capacity as the trustee of Retail June 2022 -Trust ("**JMFARC"/ "Secured Creditor**") on "**AS IS WHERE IS**", "**AS IS WHAT IS**", "**WHATEVER THERE IS**" and "**NO RECOURSE**" basis, the possession whereof has been taken under the provisions of Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 ("**SARFAESI Act**") read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 ("**said Rules**")]

TENDER DOCUMENT

WHEREAS, the Borrower/Co-borrower(s) were granted, *inter alia,* various credit facilities/financial assistances ("**Loans**") under diverse loan and security documents executed between Borrower/Co-borrower(s) (hereinafter collectively referred to as the ("**Borrower**") and erstwhile Magma Fincorp Limited, now Poonawalla Fincorp Limited ("**Original Lender**") for the purpose and on the terms and conditions contained therein.

However, the Obligor failed to repay the outstanding amounts and the account of Borrower was classified as a non-performing asset on 30/04/2022(Loan Account No._ HM/0458/H/15/000009) and 07/08/2022(Loan Account No._ HL/0458/H/17/000002), in accordance with the directives relating to income recognition and asset classification issued by Reserve Bank of India, from time to time.

AND WHEREAS, the said Loans have been secured, *inter alia,* by way of mortgage over the immovable properties of the **ASHOKKUMAR BANSHU SINGH ("Mortgagor"),** more particularly described in **Schedule-II** hereto (hereinafter collectively referred to as "**Secured Asset/s**").

AND WHEREAS, subsequently, the Original Lender has assigned the financial assets pertaining to Loan account no. **HM/0458/H/15/000009 and HL/0458/H/17/000002** of the Borrower, *viz.* the aforesaid Loans, along with the underlying security interest created thereof and all its rights, titles, and interest therein, including but not limited to mortgage over the Secured Assets, in favour of JM Financial Asset Reconstruction Company Limited, acting in its capacity as trustee of Retail June 2022 - Trust ("**JMFARC**") vide registered assignment agreement dated **30/06/2023 and 28/02/2023 respectively** in terms of Section 5 of the SARFAESI Act.

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AND WHEREAS, the Authorized Officer of Original Lender under the SARFAESI Act in exercise of powers conferred under Section 13(12) of the SARFAESI Act read with rule 3 of the said Rules issued a demand notice under Section 13(2) of the SARFAESI Act dated **18/05/2022** and **19/10/2022** ("Demand Notice"), calling upon Borrower to repay the amount mentioned in the said Demand Notice being Rs. 4511155/- (Rupees Forty-Five Lacs Eleven Thousand One Hundred Fifty-Five Only) payable as on 18/05/2022 towards Loan no. Loan Account bearing No: HM/0458/H/15/000009 and Rs.26,12,397/- (Rupees Twenty-Six Lacs Twelve Thousand Three Hundred Ninety Seven only) as on 19/10/2022 towards Loan no. Loan Account bearing No: HL/0458/H/17/000002 together with further interest, and other amounts at the contractual rate mentioned in loan documents, with effect from 19/05/2022 and 20/10/2022 respectively till payment, within 60 days from the date of receipt of the said Demand Notice.

AND WHEREAS, the Borrower having failed and neglected to comply with the said Demand Notice, the Authorised Officer of Original Lender took physical possession of the Secured Assets in exercise of powers conferred on him under sub section (4) of Section 13 of Act read with rule 8 of the Rules and in compliance of Ld. District Magistrate, order dated 05/12/2022 on 28/03/2023.

On failure of the Borrower to discharge the liability in full, the undersigned, being the Authorized Officer of JMFARC, has decided to sell the Secured Assets on "**As is where is", "As is what is", "Whatever there is**" and **"No Recourse"** basis by way of public auction (through e-auction) under Rule 8(5) (c) of the said Rules. The Secured Assets are mortgaged by the aforesaid Mortgagor as security for securing the dues repayment of the Loans granted to the Borrower, the outstanding dues to JMFARC being Rs. 4511155/- (Rupees Forty-Five Lacs Eleven Thousand One Hundred Fifty-Five Only) payable as on 18/05/2022 towards Loan no. Loan Account bearing No: HM/0458/H/15/000009 and Rs.26,12,397/- (Rupees Twenty-Six Lacs Twelve Thousand Three Hundred Ninety Seven only) as on 19/10/2022 towards Loan no. Loan Account bearing No: HL/0458/H/17/000002 to JMFARC together with further interest and other amounts at contractual rate mentioned in loan documents thereon from 19/05/2022 and 20/10/2022 respectively.

Thus, the Secured Assets 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.

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SCHEDULE OF THE SECURED ASSETS
("Schedule-I")

Lot No.	Description of the Secured Assets	Inspection Date & Time	Reserve Price (in Rs.)	Earnest Money Deposit (in Rs.)
	ALL THAT PIECE AND PARCEL OF MORTGAGED PROPERTY: Residential - Flat No.02, 1st Floor, "A" Wing, New Shree Ganesh Darshan Co-op. Hsg. Soc. Ltd, Vill - Pisawali, Tal - Kalyan, Dist - Thane, the plot of land bearing S.No.28, H.No.16. Within the limits of the Kalyan Dombivilli Municipal Corporation Kalyan & also within the Sub-Registrar Dist. Thane- PIN 421306	**03-04-24**(11 AM to 3 PM)	**Rs.41,87,525/-** (Rupees Forty-One lakhs Eighty-Seven Thousand Five Hundred and Twenty-Five Only)	**Rs. 4,18,753** (Rupees Four Lakhs Eighteen Thousand Seven Hundred Fifty-Three Only)

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TERMS AND CONDITIONS OF SALE

1) The Online Bids shall be submitted on website https://www.bankauctions.in as per the table given below.

Reserve Price	As mentioned in Schedule-I above
Earnest Money Deposit **("EMD")**	As mentioned in Schedule-I above
Encumbrances known to Secured Creditor, if any	Not one Known to JMFARC
EMD Remittance	EMD can be remitted by way of NEFT/RTGS /DD in the account of "Poonawalla Fincorp Ltd", Bank-ICICI BANK LTD. CC Account No. 000651000350 and IFSC Code-ICIC0000006, 20, R. N. Mukherjee Road- Kolkata-700001 drawn on any nationalized or scheduled Bank.
Inspection of the said Secured Assets	As mentioned in Schedule-I above
Last date for submission of online application for BID with EMD	**22-04-2024** by 5 PM
Date and time of e-auction	**24-04-24** (11 AM to 12 PM)
Bid Multiplier	Rs.5000/-

2) List of ongoing litigation/s pertaining to the Borrower with respect to the Secured Asset, *inter alia,* are as follows:
   NA
3) The said Secured Asset(s) 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 said Secured Asset(s) 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 E - Auction Notice published in English newspaper namely Business Standard and Marathi newspaper namely Punyanagari on 18.03.2024.

5) Intending bidders/offerors 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 the website https://www.jmfinancialarc.com/Home/AssetsForSale or https://www.bankauctions.in.

6) Intending bidders/purchasers may avail training for online bidding from 4closure, Block No.605 A, 6th Floor, Maitrivanam Commercial Complex, Ameerpet, Hyderabad - 500038,

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Mr Arijit Kumar Das, 8142000725, Email : arijit@bankauctions.in and Landline : - 0402373605. Mobile Nos.8142000066/8142000062, Email : info@bankauctions.in.

For details with regards to the aforesaid Property, please contact JMFARC Officer, Prashant Monde, Phone # + 91 22 6224 1661 and also PFL Officer Mr.Sanjay Sharma,Phone: 8980005603

7) Bids in the prescribed formats given in the Tender Document shall be submitted "online" through the portal of https://www.bankauctions.in. Bids submitted otherwise shall not be eligible for consideration. 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) Auction 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 of JMFARC and intending bidders/offerors 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 said Secured Asset(s) (including but not limited to ongoing litigations, title, documents, encumbrance, etc.), to his/her complete satisfaction before submitting the bid. 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 abuttals of the said Secured Assets and that the intending bidder(s)/offeror(s) concurs or otherwise admits the identity of the said Secured Assets purchased by him / her / it notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the said Secured Assets and their condition.

12) Inspection of the said Secured Asset(s) hereto will be given by the Authorized Officer and / or the authorized representative of the Authorized Officer to the intending bidder/offeror at the premises of the properties situated at the location as described in the Schedule-II hereto to the intending bidder/offeror on the day and at the time as mentioned in Schedule-I above. The intending bidder(s)/offeror(s) would be entitled to inspection of the said Secured Assets at their own costs on the appointed date and time fixed by the Authorized Officer. 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)/offeror(s) shall be deemed to have taken inspection of the said Secured Assets and the condition in which it is and will be fixed with notice as to the condition in which the said Secured Assets actually are. The bidder(s)/ purchaser(s) shall be deemed to have full knowledge of the said Secured Assets at the time when it submits its bid, irrespective of whether or not the bidder(s)/ purchaser(s) actually conducts the due diligence.

13) The person deputed for inspection by the intending bidder(s)/offeror(s) should carry with him/her appropriate authorization or the authority on letterhead of the organization in case of non-individual bidders he/she represents, failing which inspection may be refused.

14) Intending bidder(s)/ purchaser(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)/purchaser(s) shall not be entitled to lay any claim against JMFARC in the event of any statutory dues pending against the said Secured Assets.

15) The bidders are advised in their own interest to verify the said Secured Assets being sold and verify any other dues from the respective authorities to their satisfaction before submitting the bids.

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 Secured Assets on or before the last date prescribed for submission of the bids contemplated herein, may file a fresh bid with appropriate Earnest Money Deposit.

17) The bidder(s)/offeror(s) who submits the highest bid amount (not below the Reserve Price as mentioned in the Schedule-I hereinabove) on closure of E-Auction process shall be declared as the successful bidder.

18) 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 will not be entitled for any interest even if the refund of EMD is delayed beyond the said period for any reason whatsoever.

19) The successful bidder 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.

20) 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 inclusive of the EMD, to the Authorized Officer of JMFARC, by way of RTGS/Demand draft favoring Poonawalla Fincorp Ltd payable at Kolkata, and in default of such deposit, the said Secured Assets shall be sold again. The sale of the said Secured Assets shall be confirmed by the authorized officer of JMFARC in favour of the bidder who has offered the highest bid/offer to the authorized officer. 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.

21) Further, the balance 75% of purchase consideration shall be paid by the successful bidder/purchaser to the Authorized Officer on or before the fifteenth day of confirmation of sale of the said Secured Assets or such extended period as may be agreed upon in writing between the successful bidder/offeror and the Secured Creditor, in any case not exceeding

three months, which shall be subject to the sole discretion of JMFARC as per the provisions of the SARFAESI Act and the rules made thereunder.

22) In the event of any default in payment of the aforesaid amount of balance 75% of purchase consideration within the stipulated time, or if the sale is not completed by reason of any default on the part of the successful bidder to pay the balance 75% of purchase consideration within the stipulated time, JMFARC, in its absolute discretion, and in consonance with Rule 9(5) of the said Rules shall be entitled to forfeit all the moneys paid by the successful bidder. Thereon, the said Secured Assets shall be resold and the defaulting purchaser shall forfeit to JMFARC all claim to the said Secured Assets or to any part of the sum for which it may be subsequently sold.

23) Further, all costs, charges and expenses incurred by JMFARC on account of such resale shall be borne by such defaulting 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 realizing higher price on resale. In any case, the 25% of the sale price (or any part thereof) including the 10% EMD paid by the defaulting purchaser/ bidder will not be refunded. The defaulting purchaser/ bidder shall not have any claims to the said Secured Assets or to any part of the sum for which it may be subsequently sold.

24) In case of failure of the successful bidder 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 successful bidder for sale of the said Secured Assets.

25) 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 Secured Assets shall be borne by the successful bidder(s)/purchaser(s).

26) No Tax Deducted at Source ("TDS") shall be deducted by the successful bidder/purchaser on the purchase consideration for the Secured Asset(s) in accordance with the Notification No. 46/2016/F. No. 275/16/2016-IT(B) issued by the Central Board of Direct Taxes, Department of Revenue, Ministry of Finance dated June 17, 2016.

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)/purchaser(s) without interest.

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/offeror.

29) The said Secured Assets are offered for sale on **"AS IS WHERE IS", "AS IS WHAT IS", "WHATEVER THERE IS", and "NO RECOURSE"** basis. Neither JMFARC nor the Authorized Officer undertakes any responsibility to procure any permission/license etc. in respect of the said Secured Assets offered for sale hereinabove. The successful

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bidder/purchaser 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 Secured Assets. The successful bidder/purchaser 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 Secured Assets subject to all encumbrances, liens and claims.

30) The successful bidder/purchaser will be bound by the regulations of the local / any other authority, as applicable in regard to the use of the said Secured Assets along with its super structure, if being part of the said Secured Assets contemplated herein.

31) Bidder/offerors are advised / cautioned to verify the concerned Revenue Record/ other Statutory authorities such as Sales Tax/Excise/income 1 etc. and shall satisfy themselves regarding encumbrance, lien, charge, statutory dues etc. before submitting the dues. 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 Property. JMFARC does not make commitments for any facilitation or assistance to the successful bidder for removal of the encumbrance.

32) The successful bidder/purchaser shall, notwithstanding any discrepancy or variation in the names, quantities, survey numbers measurement, boundaries and abuttals as mentioned hereinabove, accept the said Secured Assets purchased by him/it/them.

33) If the dues of the existing charge-holders together with all costs, charges and expenses incurred by them and/or JMFARC are offered by or on behalf of the Borrower as prescribed under the SARFAESI Act and the said Rules, the said Secured Assets or part thereof, shall not be auctioned at the discretion of Authorized Officer.

34) After the submission of bid forms, the bidders/offerors 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/offeror shall also be liable to pay to the Authorised Officer of JMFARC, the loss or damage suffered consequent upon the withdrawal or cancellation of the offer. The said Secured Assets 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 Secured Assets 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 Secured Assets or any part thereof.

35) 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 concerned Secured Asset(s) in favour of the successful bidder(s)/purchaser(s) in the form given in Appendix V of the said Rules. Issuance of Sale Certificate and transfer of the concerned Secured Asset(s) shall be undertaken by the Authorized Officer only upon payment of the entire purchase consideration and other charges as per the terms contained herein.

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36) The sale certificate will be issued in the name of the successful bidder/purchaser only, in the manner specified herein and under the said Rules, and will not be issued in any other name(s).

37) The successful bidder/purchaser shall purchase the said Secured Asset(s) in the same condition that the said Secured Asset(s)exist on the date of sale. After issuance / handover of Sale Certificate, physical possession of the concerned Secured Asset(s) will be handed over to the successful bidder/purchaser and thereafter the successful bidder/purchaser shall hold the Secured Asset(s) at his/her/their sole risk and cost as regards any loss or damage to the said Secured Assets by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever and neither 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/purchaser 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/purchaser.

38) The Authorized Officer is selling the said Secured Assets pursuant to the powers derived from the SARFAESI Act, 2002. The said Secured Asset(s) 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 Secured Assets and does not warrant any condition whatsoever pertaining to the same. The bidders/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 said Secured Asset(s). The bidders/offerors shall not be entitled to issue or raise any requisitions or objections to or upon the title. The bidders/offerors should make enquiries about the utility of the Secured Asset(s) put up for sale hereunder and no warranty or assurances of any kind are given by the Authorized Officer and/or JMFARC. The bidders/offerors shall be deemed to have undertaken a due diligence of the said Secured Assets and that the bidders/offerors are presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.

39) 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 Secured Asset(s) 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.

40) 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.

41) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals at Mumbai only.

42) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the said Rules framed thereunder.

43) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals at Mumbai only.

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44) 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 Secured Asset(s) 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 Tender Document, the Auction Notice, SARFAESI Act, 2002 & the said Rules, and shall be bound by the same.

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Authorized Officer
JM Financial Asset Reconstruction Company Ltd
Acting in its capacity as trustee of
Retail June 2022 - Trust

ONLINE BID DOCUMENT

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

In the matter of **Ashokkumar Banshu Singh**

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:

Price Offered: Rs. _____(Amount in figures)
Rs. _____
_____(Amount in words)

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SCHEDULE OF SECURED ASSETS
SCHEDULE-II

Lot No.	Description of the Secured Assets	Reserve Price (in Rs.)	Earnest Money Deposit Amount (in Rs.)
	ALL THAT PIECE AND PARCEL OF MORTGAGED PROPERTY: Residential - Flat No.02, 1st Floor, "A" Wing, New Shree Ganesh Darshan Co op. Hsg. Soc. Ltd, Vill - Pisawali, Tal - Kalyan, Dist - Thane, the plot of land bearing S.No.28, H.No.16. Within the limits of the Kalyan Dombivilli Municipal Corporation Kalyan & also within the Sub-Registrar Dist. Thane- PIN 421306	**Rs.41,87,525/-** (Rupees Forty-One lakhs Eighty-Seven Thousand Five Hundred and Twenty-Five Only)	**Rs. 4,18,753** (Rupees Four Lakhs Eighteen Thousand Seven Hundred Fifty-Three Only)
Encumbrances known, if any: None known to JMFARC			
Any outstanding dues/charges pertaining to the Secured Assets apart from charge of JMFARC: None known to JMFARC			

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UNDERTAKING AND DECLARATION BY BIDDER/ TENDER

[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 Ashokkumar Banshu Singh 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 Property/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 Secured Assets.

3. I/We further declare that I/We intend to purchase the Secured Assets from the Authorized Officer, JM Financial Asset Reconstruction Company Ltd., acting in its capacity as trustee of Retail June 2022 - 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 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.

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 Earnest Money Deposit (EMD) shall be forfeited, sale is revoked by the Authorized Officer or there is a delay in handing over the possession of the Secured Assets.

6. I/We declare that we are not ineligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("**IBC**") to purchase the Secured Assets. I/We further declare that I/We are not a "*related party*" as defined under the Companies Act, 2013 and/or IBC to Ashokkumar Banshu Singh.

7. I/We also agree that after my/our offer given in https://www.bankauctions.in in my/our offer for purchase of the Secured 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.

Prashant

SIGNATURE

JM Financial Asset Reconstruction Company Ltd. Mumbai