

**JM FINANCIAL ASSET RECONSTRUCTION COMPANY LIMITED**

**Corporate Identification No.: U67190MH2007PLC174287**

Regd. Office: 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025  
Bangalore office: 4<sup>th</sup> Floor Basappa Complex, Lavelle Road, Landmark – Next to Rotary Club  
Bangalore – 560 001.

Authorized Officer: Vikram Shetty, Email- Vikram.s@jmfl.com, Mobile: +91 9880405324,  
+91 9964554503 Phone + 080 4927 2491

Website: www.jmfinancialarc.com

[Sale of secured movables and Immovable property and/ or assets mortgaged for securing the credit facilities availed by **KJ Hospital ("Borrower")** for its financial debt due to JM Financial Asset Reconstruction Company Limited ("**JMFARC**" and / or "**Secured Creditor**") on "**AS IS WHERE IS**" "**AS IS WHAT IS**" AND "**WHATEVER THERE IS BASIS**" basis, the physical possession whereof has been taken under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**SARFAESI Act**") read with the relevant rules of Security Interest (Enforcement) Rules, 2002 ("**Rules**")]

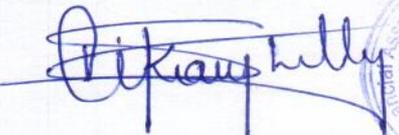
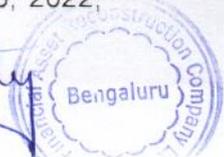
**TENDER DOCUMENT**

WHEREAS the KJ Hospital ("**Borrower**") has availed various financial facilities from Federal Bank Ltd. ("**Original Lender**") from time to time. However, the Borrower and other obligors have neglected and failed to repay the outstanding dues. Thereafter, the account of Borrower was classified as Non-Performing Asset by the Original Lender as per the extant guidelines of the Reserve Bank of India.

AND WHEREAS subsequently the Original Lender has assigned the financial asset(s) of the Borrower along with all the rights, title, interest and underlying securities created therefor in favor of JM Financial Asset Reconstruction Company Limited vide Assignment Agreement dated March 26, 2013, acting in its capacity as the Trustee of JMFARC – Federal Bank March 2013 – Trust (hereinafter referred as "**JMFARC/Secured Creditor**") under the provisions of SARFAESI Act, 2002.

AND WHEREAS the Authorised Officer of Secured Creditor, appointed under the SARFAESI Act and in exercise of the powers conferred under Section 13(2) of SARFAESI Act read with Rule 3 of the Rules had issued a Demand Notice dated November 21, 2019, inter alia, calling upon Borrower having its registered office at Site No: 671/2A1, Kasthuri Nagar, Palakkad Main Road, Kuniamuthur, Coimbatore – 641 008 as well as Mortgagors and/or Guarantors (i) Mr. A. Badhrudheen (ii) Dr. P. S. Sadasivam (iii) Mr. I. M. Robert (iv) Mrs. Fajitha Badhrudheen (v) Mrs. S. Fathima Rani (vi) Mr. S. Suvakin Devasagayan and (vii) Mrs. Rathammal to repay the amount due mentioned in the said demand notice being **Rs. 26,98,55,097/- (Rupees Twenty-Six Crore Ninety Eight Lakhs Fifty Five Thousand and Ninety Seven Only)** as on **November 20, 2019** plus interest at contractual rates till realization, along with future cost and other expenses/charges thereon within 60 (sixty) days of receipt of the said notice. The aforementioned Borrower and/ or the Mortgagors and/or Guarantors neglected and failed to comply with the said demand notice.

AND WHEREAS, The Borrower, Mortgagors and/or Guarantors failed to comply with the said demand notice and consequently JMFARC approached Chief Judicial Magistrate, Coimbatore seeking assistance to take over the physical possession of the secured movable and immovable properties under CMP No. 9498 of 2022. Vide order dated June 28, 2022,

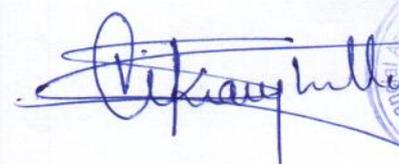
the Ld. the Chief Judicial Magistrate, Coimbatore allowed the said application filed by JMFARC. With the assistance of the Advocate Commissioner the Authorised Officer took over the physical possession of the secured movable and immovable properties mentioned herein below under the provisions of the SARFAESI Act read with the Security Interest (Enforcement) Rules, 2002 ("**said Rules**") on October 12, 2022

AND WHEREAS, in exercise of the powers conferred under section 13 (4) of the SARFAESI Act, read with the rules made thereunder, the undersigned has decided to sell, by way of e-auction **June 03, 2024 at 02:00 PM to 03:00 Noon**, the secured movable and immovable properties as mentioned herein below on "**AS IS WHERE IS**" "**AS IS WHAT IS**" AND **WHATEVER THERE IS**" BASIS.

AND WHEREAS, the Authorised Officer has issued a notice of sale on April 08, 2024 under Rule 8(6) and Rule 6(2) of the said Rules, intimating the Borrower and /or Guarantors and /or Mortgagor that the below mentioned immovable and movable properties are being sold by way of e-auction on June 03, 2024. The Borrower and /or Guarantors and /or Mortgagor have failed to redeem their mortgage in accordance with the provisions of SARFAESI Act.

**SCHEDULE OF PROPERTY**

Lot No.	Short Description of Property	Reserve Price	EMD Amount
1.	<p>An extent of 14.618 cents of land in Sy No. 671/2A situated in Kuniamathur Village, Coimbatore Taluk, Coimbatore District and covered under sale deed no. 3717/2008, 4359/06, 4357/06 and 4321/94, Joint 2, SRO, Coimbatore together with all buildings existing and or to be constructed.</p> <p><b>Boundaries:</b></p> <p><b>I) Site No: 27</b> North: 30 feet wide east –west Road, South: Site No 28, East: North South Road, West: Site No 26</p> <p><b>II) Site No 28</b> North: Site no 26 &amp; 27, South: Site No 29, East: North South Road, West, Site No 24</p> <p><b>Owned by A. Badhrudeen, Fajitha Badhrudeen, P.S. Sadasivam and I. M. Robert</b></p> <p>Along with Hypothecated movable assets</p> <p><b>Owned by KJ Hospital</b> A detailed list of the movable assets is attached at Annexure A. (the market value of the movables are Rs. 25,00,000/-)</p>	<p><b>Rs.</b> <b>5,00,00,000/-</b> <b>(Rupees Five</b> <b>Crone only)</b></p>	<p><b>Rs.</b> <b>50,00,000/-</b> <b>(Rupees Fifty</b> <b>Lakhs only)</b></p>




**Encumbrances Known:** Department of Municipal Administration and Water Supply, Coimbatore City Municipal Corporation – South Zone through its Assistant Commissioner vide their notice dated January 27, 2023, demanded a sum of Rs. 11,61,440/- due towards the property tax for the period from 2011 – 2022 on the property mentioned as Lot no. 1.

**TERMS AND CONDITIONS OF SALE**

The Online Bids shall be submitted on website <https://www.bankauctions.in> as per schedule given below or to the Authorised Officer as per Terms and Conditions.

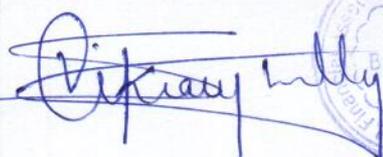
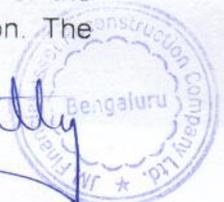
Reserve Price	As mentioned in schedule of property above
Earnest Money Deposit (EMD")	As mentioned in schedule of property above
EMD Remittance	EMD can be remitted in the following ways:  i) Deposit through EFT/NEFT/RTGS A/c No: 0004103000052456 Name of Beneficiary: "JM Financial Asset Reconstruction Company Ltd" Name of Bank: IDBI Bank Ltd Name of Branch: Nariman Point, Mumbai. IFSC Code: IBKL0000004 Branch Address: Mittal Court, 2nd Floor, A, B & C Wings, Nariman Point, Mumbai, Maharashtra 400021 OR ii) Demand Draft in the favor of "JM Financial Asset Reconstruction Company Ltd." payable at Mumbai.
Inspection of Property	On May 17, 2024 from 11:00 AM to 04:00 PM
Last date for submission of online application for BID	On May 31, 2024 till 5.00 P.M.
Date and time of e-auction	<b>On June 03, 2024 between 02:00 PM to 03:00 PM</b> with auto- extension of five minutes each in the event of bids placed in the last five minutes.
Bid Multiplier	Lot no. 1 – Rs. 5,00,000/- (Rupees Five Lakhs only)

The undersigned shall arrange to give inspection of the said Property through his representative/agent, to prospective buyers on dates and times as mentioned against each Lot.

- 1) The aforesaid property shall not be sold below the reserve price. The sale of the aforesaid property shall be subject to confirmation of the competent authority of JMFARC. The Authorised Officer reserves 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, the Authorised Officer reserves the right to sell the assets by any of the modes as prescribed in the SARFAESI Act.

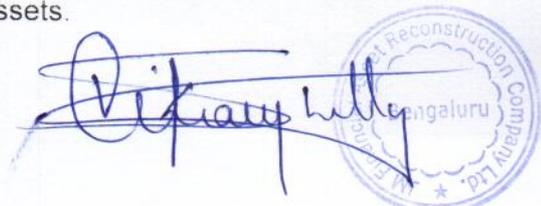



- 2) The sale will strictly be on terms and conditions as mentioned herein and in the Auction Notice published in The Hindu (English) and Dinakaran (Tamil) in Coimbatore edition dated May 13, 2024
- 3) Intending bidders shall hold a valid e-mail address. E-auction bid document (Tender document) containing e-auction bid form, declaration, general terms and conditions of online auction sale are available in website <https://www.jmfinancialarc.com/Home/AssetsForSale> OR <http://bankauctions.in>.
- 4) Intending bidders may avail training for online bidding from 4closure, Block No.605 A, 6th Floor, Maitrivanam Commercial Complex, Ameerpet, Hyderabad - 500038, Mr Arijit Kumar Das, No. 8142000725, Land line: 040-2373605, Mobile Nos.8142000066/8142000062. [arijit@bankauctions.in](mailto:arijit@bankauctions.in) and [info@bankauctions.in](mailto:info@bankauctions.in). For details with regards to the aforesaid immovable property, please contact JMFARC, Contact Person: Vikram Shetty, Email ID: [Vikram.s@jmfl.com](mailto:Vikram.s@jmfl.com), [Rajath.shetty@jmfl.com](mailto:Rajath.shetty@jmfl.com) Contact No: +91 9880405324, +91 99645 54503, Ph. No. +080 4927 2491
- 5) Bids in the prescribed formats given in the Tender Document shall be submitted "online" through the portal of <http://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 **May 31, 2024, 5.00 PM**. Bids submitted otherwise shall not be eligible for consideration. Bid should be submitted along with declaration (as per the format below), 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 such as DD/UTR Number/ RTGS etc. providing details of supportive evidence for submitting EMD amount. The EMD will not carry any interest.
- 6) **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.
- 7) The bids should only be placed online in the "AUCTION BID FORM".
- 8) The entire procedure of conducting e-auction shall be at the exclusive discretion of the Authorized Officer and intending purchaser shall have no right to object to the same.
- 9) The intending bidder is 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. 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.

- 10) 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 Secured Assets 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 Secured Assets or any part thereof.
- 11) The intending bidder(s) would be entitled to inspection of the Secured Assets at their own costs. Bidder / purchasers can inspect the Secured Assets on the date and time as mentioned against each lot. The person deputed for inspection by the prospective bidder should carry with him appropriate authorization on the letterhead of the organization or authority letter for whom he/she represents, failing which inspection may be refused.
- 12) 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.
- 13) 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 / property and that the intending bidder concurs or otherwise admits the identity of the assets / property purchased by him / her / it notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/property and their condition.
- 14) 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.
- 15) **Special Terms and Conditions for Lot No. 1**
  - a) This Tender process is only a process to transfer the ownership rights on the immovable and movable assets as proposed to be sold. However, if there is any other eligibility or condition to purchase any hospital or other related assets sought to be transferred the purchaser shall verify the same and ensure that he/she/it is otherwise entitled to participate in the process and acquire the said assets in accordance with the prevailing law.
  - b) As the assets proposed to be sold are movable assets as well, which relates to medical field, in the event of sale the purchaser shall be liable to the custody and disposal of the said assets. Immediately on handing over possession of the said assets, the obligation of the JMFARC or the authorized officer, if any, will come to an end, as far as maintaining or disposing the said assets.



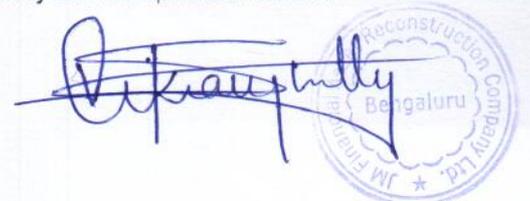
- c) In the event any of the machinery or equipment which is forming part of the sale process, require any specific license to own or operate the same, it shall be responsibility and obligation of the purchaser to acquire the same in accordance with the known procedure. Failure or disqualification to acquire such license or consent to operate shall not in any manner effect the process of sale and the purchaser cannot claim any refund or compensation or damages from the JMFARC or Authorised Officer.
- d) Neither JMFARC nor the Authorised Officer shall be liable for any act done or omitted to be done in good faith and in the exercise of its own best judgment.
- e) JMFARC may rely conclusively and shall be protected in acting upon any representation of the bidder either verbal or written which is believed by the JMFARC to be genuine. Neither JMFARC nor the Authorised Officer shall be liable for any use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, any portion of the Secured Asset for any purpose which: (a) may be dangerous, requires to be safeguarded as required by any legal requirement or government instrumentality; (b) may constitute a public or private nuisance.
- f) The Bidder acknowledges and confirms that it is bidding for the Lot No.1 on an "AS IS, WHERE IS, WHATEVER THERE IS AND WITHOUT RECOURSE" Basis. JMFARC does not make any representation or warranty, express or implied, in respect of the condition, usability and standards of maintenance in respect of Secured Assets mentioned in Lot No. 1.
- g) The Bidder shall solely rely upon its own due diligence, searches, investigations and inspections and, without any express or implied representation, warranty, covenant or undertaking by JMFARC as to the state of title, the condition of the hospital and the equipment's lying or any other matter respect the Lot No.1 whatsoever, including without limitation, compliance with all laws, regulatory compliances, the existence of any hazardous substances, infectious waste, hazardous waste, biomedical waste or biological waste, or the use to which the Secured Asset may be put.
- h) Submission of Bid Documents shall be construed as:
- i. A representation on part of the Interested Bidder that he/she/it is not forbidden under the applicable laws, rules and regulations from purchasing the Secured Assets as mentioned in Lot No.1.
  - ii. Upon being declared as a successful bidder, the Interested Bidder shall use or dispose of, as the case may be, the Secured Assets as mentioned in Lot No. 1 in accordance with the applicable legal provisions.
- i) Neither JMFARC nor its Authorised Officer makes any representation with regards to the validity/existence of any permits, licenses and other authorizations which are required under law for running the hospital premises.



- j) JMFARC makes no representation/warranty, express or implied in respect of the ingredients, parts, quality, effectiveness, manner of procurement of movable property being sold as part of Lot No. 1. The Interested Purchaser shall be directly responsible for responding to any requisitions/concerns raised in respect of the same by authority/court/tribunal.
- 16) Conditional offers will be treated as invalid. Likewise, correspondence about any change in the offers will not be entertained. Any bidder who wishes to change the offer for the assets advertised can make the changes in the Online Auction Bid Form on or before the last date prescribed for submission of the offers in the concerned advertisement 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.
- 18) The said immovable Property/ies 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 Authorized Officer for verification immediately. Post such verification, on confirmation of sale of the property, which shall be conveyed to the highest bidder on June 03, 2024, 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) Any subsequent detraction and/or default and/or refusal by the successful bidder 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 and the secured creditor, 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 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 immovable 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.
- 20) Further, all costs, charges and expenses incurred by JMFARC on account of such resale shall be borne by the defaulting purchaser. Defaulting Purchaser 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 Property/ies realizing higher price on resale.


- 21) Sale Certificate shall be issued and transfer of the Secured Assets 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.
- 22) The EMD of unsuccessful bidders shall be refunded, without interest, **within fifteen days** from the date of completion of e-auction. The unsuccessful bidder will not be entitled to claim any interest from JMFARC, 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, **Authorized Officer reserves the right to negotiate with the 2nd or 3rd highest bidder for sale of said Assets.**
- 23) 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 Assets and to transfer the right, title and interest shall be borne by the 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.
- 24) 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/ other charges of any manner whatsoever.
- 25) 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).
- 26) The Property/ies offered for sale is 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 assets offered for sale hereinabove. The successful bidder / Bidder will have to bear all other 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, Goods & Service Tax (GST) or any other cess, duties, levies by whatever name it is called, if any, in respect of the property put under the e-auction. The successful bidder shall not be entitled to 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.
- 27) Bidder are advised / cautioned to verify the concerned Revenue Record/ Statutory dues including but not limited to dues pertaining to Sales Tax/Excise/income Tax etc. and shall satisfy themselves regarding encumbrance, lien, charge, statutory dues etc. before submitting the dues.
- 28) The successful Bidder 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, plant machinery thereon, if being part of property contemplated herein.



- 29) The successful Bidder shall, notwithstanding any discrepancy or variation in the names, quantities, survey nos. measurement, boundaries and abuttal as mentioned hereinabove or any public notice, accept the Property/ies purchased by them.
- 30) If the dues of JMFARC together with all costs, charges and expenses incurred by JMFARC are offered by or on behalf of the borrower, mortgagors or guarantors at any time before the date of confirmation of sale as prescribed under SARFAESI Act 2002 and applicable rules thereof, the property or part thereof, shall not be auctioned.
- 31) The Bidder shall not be entitled to decline to participate, withdraw or cancel offer once submitted unless permitted by Authorized Officer. In an event, the Bidder withdraws, fails to participate or cancels an offer, the Earnest Money Deposit shall be liable to be forfeited and such bidder 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 bidder. The successful bidder/purchaser shall be deemed to have purchased the Secured Assets after complete examination and inspection of it and shall not be subsequently entitled to make any requisition or raise any objection as to the title, encumbrance or consideration of the Secured Assets or any part thereof.
- 32) On confirmation of sale by JMFARC and if the terms of payment have been complied with, the Authorized Officer shall issue Sale Certificate for immovable assets in favor of the purchaser/successful bidder 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 Authorised Officer only upon satisfaction of the authorised officer w.r.t the receipt of the entire bid consideration and other charges as per the terms contained herein.
- 33) The Sale Certificate will be issued in the name of the Purchaser(s) / Applicant(s) appearing in the bid document only and not in any other name.
- 34) The Bidder shall purchase the Property/ies in the same condition that the Property/ies exists on the date of sale. After issuance / handover of Sale Certificate, physical possession of the said Property will be handed over to the bidder/purchaser and thereafter 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.
- 35) The Authorized Officer is selling the Property/ies pursuant to the powers derived from the said Act. The Property/ies comprised in and forming part of the sale are 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/ies and does not warrant any condition whatsoever pertaining to the same. The Bidder should make their own enquiry about the same and satisfy themselves, if there are any other encumbrances,

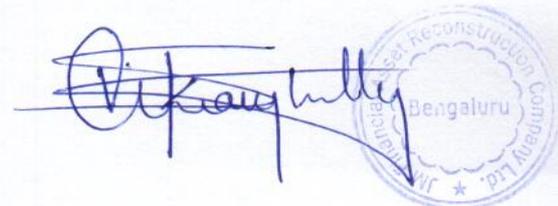
  


reservations, acquisitions, charges, liens or defects affecting the title of the Properties. The Bidder shall not be entitled to issue or raise any requisitions or objections to or upon the title. The Bidder should make enquiries about the utility of the property put up for sale hereunder and no warranty or assurances of any kind are given by the Authorized Officer and/or JMFARC. The Bidder shall be deemed to have undertaken a due diligence of the Property/ies and that the Bidder is presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.

- 36) 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 Bidder or sell the assets through private negotiations with any of the Bidder or any other party/parties or invite fresh offers. JMFARC's decision in this behalf shall be final & binding.
- 37) 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.
- 38) Disputes, if any, shall be settled before Courts and/or Tribunals having the jurisdiction in Mumbai.
- 39) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules framed thereunder.

**Other terms and conditions pertaining to e-auction:**

- 1) Participation in the e-Auction will be only done online through the portal provided by the service provider.
- 2) Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- 3) No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case; the EMD in full will be forfeited.
- 4) 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.
- 5) Bidders 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.
- 6) Bidders/Bidders are advised to change the password immediately on receipt from the service provider. Bidders 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.



- 7) 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/bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
- 8) The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders/offerors. The bidder/Bidder 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.
- 9) The bidder 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/Bidders 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 for the trustee of the*

**JMFARC – Federal Bank March 2013 – Trust**

**ONLINE BID DOCUMENT**

(to be filled online in website <https://www.bankauctions.in> or to be sent to the Authorised Officer as per terms and conditions)

In the matter of **KJ Hospital** (  Lot no.1)

- 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) \_\_\_\_\_
- 5) E-Mail Id \_\_\_\_\_
- 6) Bank account details to which refund is to be sent
  - a. Bank Account No. \_\_\_\_\_
  - b. IFSC Code No. \_\_\_\_\_
  - c. Bank and Branch Name \_\_\_\_\_
- 7) PAN No. \_\_\_\_\_
- 8) 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

- (i) Demand Draft No. and date \_\_\_\_\_
  - (ii) Name of issuing Bank \_\_\_\_\_
- 9) Document of proof of identity (tick whichever is being attached) :
- Driving License: Issue Date \_\_\_\_\_, Number \_\_\_\_\_
  - PAN Card Number: \_\_\_\_\_
  - Aadhar Card Number: \_\_\_\_\_
  - Voter Identity Card: Issue Date \_\_\_\_\_, Number \_\_\_\_\_
  - Passport: Issue Date \_\_\_\_\_, Number \_\_\_\_\_
  - Certificate of Incorporation: Issue Date \_\_\_\_\_, Number \_\_\_\_\_
  - Partnership Agreement date: \_\_\_\_\_

10) Lot No. \_\_\_\_\_

Price Offered: Rs. \_\_\_\_\_ (Amount in figures)

Rs. \_\_\_\_\_  
(Amount in words)

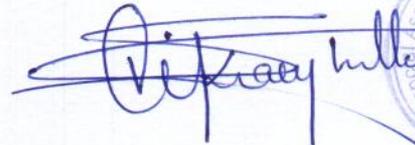
The Online bids shall be submitted in website <https://www.bankauctions.in> or to be sent to the Authorised Officer as per schedule given below.


**SCHEDULE OF PROPERTIES**

Lot No.	Description of Property	Reserve Price	EMD Amount
1.	<p>An extent of 14.618 cents of land in Sy No. 671/2A situated in Kuniathur Village, Coimbatore Taluk, Coimbatore District and covered under sale deed no. 3717/2008, 4359/06, 4357/06 and 4321/94, Joint 2, SRO, Coimbatore together with all buildings existing and or to be constructed.</p> <p><b>Boundaries:</b></p> <p><b>I) Site No: 27</b> North: 30 feet wide east –west Road, South: Site No 28, East: North South Road, West: Site No 26</p> <p><b>II) Site No 28</b> North: Site no 26 &amp; 27, South: Site No 29, East: North South Road, West, Site No 24</p> <p><b>Owned by A. Badhrudeen, Fajitha Badhrudeen, P.S. Sadasivam and I. M. Robert</b></p> <p>Along with Hypothecated movable assets <b>Owned by KJ Hospital</b> A detailed list of the movable assets is attached at Annexure A. (the market value of the movables are Rs. 25,00,000/-)</p>	<p><b>Rs.</b> <b>5,00,00,000/-</b> <b>(Rupees Five Crore only)</b></p>	<p><b>Rs.</b> <b>50,00,000/-</b> <b>(Rupees Fifty Lakhs only)</b></p>

**Encumbrances Known:** Department of Municipal Administration and Water Supply, Coimbatore City Municipal Corporation – South Zone through its Assistant Commissioner vide their notice dated January 27, 2023, demanded a sum of Rs. 11,61,440/- due towards the property tax for the period from 2011 – 2022 on the property mentioned as Lot no. 1


**UNDERTAKING AND DECLARATION BY BIDDER**  
**(On appropriate stamp paper)**

1. I/We, the Offerer/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the tender and public notice for Sale in the matter of KJ Hospital 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 Offerer/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 property.
3. I/We further declare that I/We intend to purchase the above referred Secured Assets from the Authorized Officer, JM Financial Asset Reconstruction Company Ltd. (acting in its capacity as trustee of JMFARC – Federal Bank March 2013 – Trust (JMFARC) for our own use/business and that the information revealed by me/us in the tender/offer in <https://www.bankauctions.in> is true and correct. 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 KJ Hospital ("**Borrower**"), Mr. A. Badhrudheen, Dr. P. S. Sadasivam, Mr. I. M. Robert, Mrs. Fajitha Badhrudheen, Mrs. S. Fathima Rani, Mr. S. Suvakin Devasagayan and Mrs. Rathammal
4. I/We further declare that I/we are not a "related party" as defined under the Companies Act, 2013 and/or IBC to Borrower and/or Guarantor and/or Mortgagor
5. I/We further declare that I/We intend to purchase the above referred assets from the Authorized Officer, JM Financial Asset Reconstruction Company Ltd. for our own use/business and that the information revealed by me/us in the tender/offer in <https://www.bankauctions.in> or sent to the Authorised Officer as per terms and conditions is true and correct.
6. 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 tender submitted by me/us in <https://www.bankauctions.in> or sent to the Authorised Officer the terms and conditions is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by JM Financial Asset Reconstruction Company Ltd. and JM Financial Asset Reconstruction Company Ltd. will be at liberty to annul the offer made to me/us at any point of time.
7. 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.
8. I/We also agree that after my/our offer given in <https://www.bankauctions.in> or sent to the Authorised Officer as the terms and conditions in my/our offer for purchase of the assets is accepted by JM Financial Asset Reconstruction Company Ltd. 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 JM Financial Asset Reconstruction Company Ltd. and that JM Financial Asset Reconstruction Company Ltd. has also a right to proceed against me/us for specific performance of the contract, if so desired by JM Financial Asset Reconstruction Company Ltd.

9. I/We further declare and undertake to solely rely upon our own due diligence, searches, investigations and inspections and, without any express or implied representation, warranty, covenant or undertaking by JMFARC as to the state of title, the condition of the hospital and the equipment's lying or any other matter in respect Lot No.1 whatsoever, including without limitation, compliance with all laws, regulatory compliances, the existence of any hazardous substances, infectious waste, hazardous waste, biomedical waste or biological waste, or the use to which the Secured Asset may be put.
10. I/We further represent that that I/We am/are not forbidden under any applicable laws, rules and regulations from purchasing the Secured Assets as mentioned in Lot No.1. And the Secured Assets shall use or dispose off, as the case may be, the Secured Assets as mentioned in the Lot No.1 in accordance with the applicable legal provisions.
11. I/We further represent that I/We have read the complete Tender Document and have understood each and every covenants contained therein. I/We understands that Tender process is only a process to transfer the ownership rights on the immovable and movable assets as proposed to be sold. However, if there is any other eligibility or condition to purchase any Secured Assets sought to be transferred I/We have verified the same and ensured that I/we are otherwise entitled to participate in the process and acquire the said assets in accordance with the prevailing law.
12. I/We further represent that the assets proposed to be sold are movable assets as well, which relates to medical field, in the event of sale the purchaser shall be liable to the custody and disposal of the said assets. Immediately on handing over possession of the said assets, the obligation of the JMFARC or the authorized officer, if any, will come to an end, as far as maintaining or disposing the said assets.
13. I/We hereby undertake that Lot No.1, contains machinery or equipment which is forming part of the sale process, require any specific license to own or operate the same, it such case, I/We shall be responsible and obliged to acquire the same in accordance with the known procedure, in case a bid is made for it.

SIGNATURE