

JM FINANCIAL ASSET RECONSTRUCTION COMPANY LIMITED
CIN: U67190MH2007PLC174287

**Regd. Office: 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai
– 400025**

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Sale of Secured movable and Immovable property (more particularly described in Schedule hereunder) mortgaged by Arch Pharmalabs Limited (“**Borrower/Mortgagor**”) for securing the credit facilities granted on “**AS IS WHERE IS AND AS IS WHAT IS**” basis and “**WHATEVER THERE IS**”, the possession whereof has been taken under the provisions of The Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 (“**SARFAESI Act**”)]

BID DOCUMENT

WHEREAS

- The Authorised Officer of JM Financial Asset Reconstruction Company Limited (hereinafter referred to as “JM Financial ARC”) acting in its capacity as trustee of various trusts including various trusts including JMFARC – IRIS March 2016 – Trust, JMFARC – Exim Iris March 2016 – Trust, JMFARC – Axis Iris March 2016 – Trust, JMFARC – IRIS December 2016 – Trust, JMFARC – IRIS Cash 2016 – Trust, JMFARC – IRIS UBOI December 2016 – Trust and JMFARC – IRIS PNB January 2017 – Trust, having acquired the financial assets pertaining to Arch Pharmalabs Limited (hereinafter referred to as the “**Borrower**”) together with underlying security interest created thereof and all rights, title and interest thereon from various banks and financial institutions, under the Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 (54 of 2002) (hereinafter referred to as the “**SARFAESI Act**”) and in exercise of powers conferred under Section 13(12) read with Rule 3 of the Security Interest (Enforcement) Rules 2002 (hereinafter referred to as the “**said Rules**”), issued a demand notice dated April 1, 2017 calling upon the Borrower and the following guarantors viz. i) Mr. Ajit Kamath, ii) Mr. Manoj Jain, iii) Mr. Rajendra Kaimal, to repay the amount as mentioned in the notice being Rs. 3,552.30 Crore (Rupees Three Thousand Five Hundred Fifty Two Crore and Thirty Lakhs Only) within 60 days from the date of receipt of the said notice
- The Borrower and the Guarantors having failed to repay the amount as per the said notice , the Authorized Officer of JM Financial ARC acting in its capacity as trustee of had taken possession of the properties described herein below, owned by borrower mortgaged for securing the financial assistance granted to the Borrower which was subsequently assigned to JM Financial ARC acting in its

capacity as trustee of, in exercise of powers conferred on him under sub-section (4) of section 13 of Act read with rule 8 of the Security Interest (Enforcement) Rules, 2002.

- In exercise of powers conferred under section 13 (4) of the SARFAESI Act, read with the sub rules 5 and 6 of rule 8 and other applicable rules of the Said rules, JMFARC has issued notice of Fifteen (15) days on June 14, 2024 that the Said Properties shall be sold by the Authorised Officer of JMFARC on “AS IS WHERE IS”, “AS IS WHAT IS” AND “WHATEVER THERE IS BASIS” by way of public auction on June 14, 2024 between 11.00 am to 12.00 noon for sale consideration which shall not be less than reserve price as mentioned in the table hereto.

SCHEDULE OF MOVABLE AND IMMOVABLE PROPERTY

Description of the Property	Reserve Price (in Rs.)	Earnest Money Deposit (in Rs.)
<p>I. All that piece and parcel of land known as Plot No. G-6, admeasuring 4387 sq. Mtr., along with a factory building constructed thereon having built up area admeasuring 1722.45 sq. mtrs. lying being and situated at Taloja Industrial Area, MIDC, Taloja, Village Nawade, Taluka Panvel, District Raigad, within the limits of Registration District Raigad and Sub-District Panvel and bounded as follows:</p> <p>On or towards the North by: Plot No. 17/30, 17/31, 17/32</p> <p>On or towards the South by: Estate Road</p> <p>On or towards the East by: Tower Line</p> <p>On or towards the West by: Estate Road</p>	9,56,00,000	1,00,00,000
<p>II. Fixed plant and machinery, installed or erected or to be installed/erected thereon and anything attached to earth or anything permanently fastened to anything attached to earth</p>	44,00,000	

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

Reserve Price	As mentioned in schedule above
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Earnest Money Deposit	As mentioned in schedule above
Encumbrances known to secured creditors	Not Known
EMD Remittance	Through NEFT/RTGS/IMPS Transfer in favour of 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 OR Demand Draft in the favour of "JM Financial Asset Reconstruction Company Ltd." payable at Mumbai.
Inspection of Property	On 08.06.2024 between 10.00 am to 12.00 pm
Last date for submission of online application for BID with EMD	On or before 13.06.2024 till 5.00 P.M.
Date and time of e-auction	14.06.2024 between 11.00 a.m. to 12.00 noon 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)

TERMS AND CONDITIONS OF SALE

- 1) Intending bidders shall give offer for the purchase of whole of the properties mentioned above, as a composite bid for I & II. Bids for the aforesaid individual property shall not be accepted
- 2) The aforesaid property shall not be sold below the reserve price mentioned above and the sale is subject to confirmation by JMFARC. However, the Authorised officer has the absolute right to accept or reject any / all bid or adjourn / postpone the sale without assigning any reason thereof.
- 3) The sale will strictly be on terms and conditions as mentioned herein and in the Auction Notice published in Free Press Journal (English Mumbai Edition) and Navshakti (Marathi, Mumbai Edition) , on May 30, 2024.
- 4) Intending bidders shall hold a valid e-mail address. E-auction bid document containing e-auction bid form, declaration, general terms and conditions of online auction sale are available on website <https://www.bankauctions.in>.
- 5) Bids in the prescribed formats given in the Bid Document shall be submitted "online" through the portal of <https://www.bankauctions.in>. Bids submitted otherwise shall not be eligible for consideration. Bid should be along with scanned copies of Photo ID, preferably PAN Card and address proof documents, mentioning UTR number/supportive evidence for submitting EMD amount. All details regarding remittance of EMD shall be entered in the bid form like UTR Number along with the

(i) proof of identification viz., Voter ID / AADHAAR / Passport etc., (ii) Current Address proof for communication; (iii) PAN Card of the intending Purchaser to the Authorized Officer, JMFARC. **The EMD will not carry any interest.**

- 6) Bid form without EMD shall be rejected summarily. The EMD of unsuccessful bidder(s) including the 2nd and 3rd highest bidders shall be refunded within 15 days from the date of e-auction without any interest thereon. The Offeror will not be entitled for any interest even if the refund of EMD is delayed beyond the said period for any reason whatsoever.
- 7) After the submission of bid forms, the bidders shall not be allowed to withdraw the Bid forms/EMD, before completion of e-auction.
- 8) Intending bidders may avail training for online bidding from M/s. 4closure Block No.605 A, 6th Floor, Maitrivanam Commercial Complex, Ameerpet, Hyderabad - 500038, Jay Prakash reddy, No.8142000064 and Mr. Manoj - No. 9154074420 Land line: 040-23836405. info@bankauctions.in. and prakash@bankauctions.in. For details with regards to property, please contact **JMFARC** at **022-66303030/1658**. **Contact person: Mr. Vaibhav Shetty- +919820387460.**
- 9) The person deputed for inspection by the prospective offerer should carry with him appropriate authorization on the letterhead of the organization he/she represents, failing which inspection may be refused.
- 10) Inspection of the said secured asset as described in the Schedule hereto will be given by the Authorized Officer and / or the authorised representative of the Authorized Officer to the intending bidder at the premises of the secured asset situated at the location as described in the Schedule hereto to the prospective bidder/offeror on May 10, 2024 between 11.00 am to 12.00 pm. The intending bidder(s) would be entitled to inspection of the secured asset at their own costs on the appointed date and time fixed by the Authorized Officer. 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.
- 11) The offer should only be placed online in the "AUCTION BID FORM". 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
- 12) The offeror/bidder is expected to conduct a thorough due diligence, to his/her complete satisfaction before submitting the bid. Any subsequent detraction and/or default and/or refusal to pay the balance amount of purchase price within fifteen (15) days from the confirmation of sale. After the payment of twenty- five percent of the 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.

- 13) 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 is liable to be declared as successful bidder. The Said Property shall be sold to the highest bidder.
- 14) The successful bidder of the Property shall be conveyed to the highest Offeror, after following the process enumerated hereinabove, on or before June 15, 2024. The successful Bidder(s) / Offeror(s) will have to immediately, but not later than next working day pay 25% of the sale price (after adjusting the Earnest Money deposited) by way of RTGS/Demand draft favoring JMFARC payable at Mumbai. On deposit of the 25% amount of the entire purchase consideration, the sale may be confirmed by the Authorised Officer subject to deposit of the balance 75% amount within stipulated time and final confirmation by JMFARC. The balance of 75% of the consideration shall be payable by the successful offeror on or before the fifteenth day of the confirmation of the sale of the Property, or such other time as may be agreed to between JMFARC and the successful Offeror in writing subject to the sole discretion of JMFARC. In the event of any default in payment of any of these amounts, or if the sale is not completed by reason of any default on the part of the successful Bidder, JMFARC, in its absolute discretion, and in consonance with section 9(5) of the Security Interest Enforcement Rules, 2002 shall be entitled to forfeit all the moneys paid by the successful Bidder / Offeror till then and put up the assets in question for resale/disposal. Further, all costs, charges and expenses incurred by JMFARC on account of such resale shall be borne by such defaulting successful Offeror who shall also be bound to make good any deficiency arising on such resale and he/she/they shall not be entitled to make any claim in the event of the assets realizing higher price on resale. In any case, the 25% of the sale price (or any part thereof) including the 10% EMD paid by the defaulting intending Purchaser/Bidder will not be refunded. The defaulting Purchaser/Bidder shall not have any claims to the secured asset or to any part of the sum for which it may be subsequently sold.
- 15) 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.
- 16) 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).
- 17) 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 aforesaid assets shall be borne by the purchaser/successful Offeror.
- 18) Sale Certificate shall be issued and Transfer of the Said Property to the successful Offeror shall be done by the Authorized Officer only upon payment of the entire purchase consideration and other charges as per the terms contained herein.

- 19) As from the date of confirmation of the sale of the assets, the purchaser shall hold the assets at his/her/their sole risk and cost as regards any loss or damage to the 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.
- 20) The Property is offered for sale on “**AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS**” basis. Neither JMFARC nor the Authorized Officer undertakes any responsibility to procure any permission/license etc. in respect of the Property offered for sale hereinabove. The successful Offeror will have to bear all outstanding dues including but not limited to water/electricity/service charges, transfer fees, electricity dues, society dues, dues of the Municipal Corporation/local authority dues, taxes including sales tax, GST, VAT or any other cess, duties, levies by whatever name it is called, if any, in respect of the Property. The successful offeror shall not be entitled to claim any compensation or deduction in price on any account whatsoever and shall be deemed to have purchased the secured asset subject to all encumbrances, liens and claims.
- 21) The Offerors are advised in their own interest to verify the Said Property as also the above and any other dues from the respective authorities to their satisfaction before submitting the offers.
- 22) The successful Bidder / Offeror shall be deemed to have purchased the Said Property after complete satisfaction of title thereto and inspection thereof and shall not be entitled to make any requisition or raise any objection as to the title or condition of the Said Property or any part thereof.
- 23) The Bidder / Offeror shall purchase the Said Property in the same condition that the Property exists on the date of sale. The date of sale shall mean, the date when the Authorized Officer accepts the offer of the successful Bidder / Offeror. From and after the date of acceptance of offer by the Authorized Officer, the same shall be at the sole and entire risk and costs and account of the successful Bidder/ Offeror as regards any risk, injury, loss or damage thereto or any part thereof from any cause whatsoever. The successful 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 Offeror.
- 24) Conditional offers will be treated as invalid. Likewise correspondence about any change in the offers will not be entertained. Any Offeror who wishes to give a fresh offer for the Property on or before the last date prescribed for submission of the offers contemplated herein, may file a fresh offer with appropriate Earnest Money Deposit
- 25) The successful Offeror will be bound by the regulations of the local / any other authority, as applicable in regard to the use of the immovable property along with its super structure, , if being part of the property contemplated herein.
- 26) The successful Bidder / Offeror shall, notwithstanding any discrepancy or variation in the names, quantities, survey numbers measurement, boundaries and abutments as mentioned hereinabove, accept the Said Property purchased by him/it/them.

- 27) If the dues of the existing charge-holders together with all costs, charges and expenses incurred by JMFARC are offered by or on behalf of the borrower or guarantors at any time before the date of confirmation of sale, the Property or part thereof, shall not be auctioned.
- 28) The Offeror shall not be entitled to withdraw or cancel offer once submitted unless permitted by Authorized Officer. If the Offeror withdraws or cancels the offer, the Earnest Money Deposit shall be liable to be forfeited and will also be liable to pay the Authorized Officer, the loss or damage suffered consequent upon withdrawing or canceling the offer. The assets in question will then be resold at the risk and consequences of the Offeror.
- 29) On confirmation of sale by JMFARC and if the terms of payment have been complied with, the Authorized Officer exercising the power of sale shall issue Sale Certificate for immovable asset in favour of the purchaser/successful Offeror in the form given in Appendix V of the Security Interest (Enforcement) Rules, 2002.
- 30) The sale certificate will be issued in the name of the purchaser(s) / Applicant(s) only and will not be issued in any other name(s).
- 31) The Authorized Officer is selling the Property pursuant to the powers derived from the SARFAESI Act. The Said Property comprised in and forming part of the sale is sold, subject to all defects, faults, imperfections and errors of description latent or otherwise. The Authorized Officer is not answerable for the correct description genuineness, veracity, authenticity of or any defects in the Property and does not warrant any condition whatsoever pertaining to the same. The Offerors should make their own enquiry about the same and satisfy themselves if there are any other encumbrances, reservations, acquisitions, charges, liens or defects affecting the title of the Property. The Offerors shall not be entitled to issue or raise any requisitions or objections to or upon the title. The Offerors should make enquiries about the utility of the Property put up for sale hereunder and no warranty or assurances of any kind are given by the Authorized Officer and/or JMFARC. The Offerors shall be deemed to have undertaken a due diligence of the Property and that the Offerors are presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.
- 32) The Authorized Officer reserves his right to reject any or all offer/s without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the Offeror or sell the assets through private negotiations with any of the Offeror or any other party/parties or invite fresh offers. JMFARC's decision in this behalf shall be final & binding.
- 33) 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.
- 34) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals at Mumbai only.

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

Authorized Officer

JM Financial Asset Reconstruction Company Limited

(acting in its capacity as trustee of JMFARC – IRIS March 2016 – Trust, JMFARC – Exim Iris March 2016 – Trust, JMFARC – Axis Iris March 2016 – Trust, JMFARC – IRIS December 2016 – Trust, JMFARC – IRIS Cash 2016 – Trust, JMFARC – IRIS UBOI December 2016 – Trust, JMFARC – IRIS PNB January 2017 – Trust, JMFARC – IRIS United March 2017 – Trust and JMFARC – IRIS UCO March 2017 – Trust)

ONLINE BID DOCUMENT

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

In the matter of Arch Pharmalabs Limited

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)

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

Description of the Property	Reserve Price (in Rs.)	Earnest Money Deposit (in Rs.)
<p>I. All that piece and parcel of land known as Plot No. G-6, admeasuring 4387 sq. Mtr., along with a factory building constructed thereon having built up area admeasuring 1722.45 sq. mtrs. lying being and situated at Taloja Industrial Area, MIDC, Taloja, Village Nawade, Taluka Panvel, District Raigad, within the limits of Registration District Raigad and Sub-District Panvel and bounded as follows:</p> <p>On or towards the North by: Plot No. 17/30, 17/31, 17/32</p> <p>On or towards the South by: Estate Road</p> <p>On or towards the East by: Tower Line</p> <p>On or towards the West by: Estate Road</p> <p>II. Fixed plant and machinery, installed or erected or to be installed/erected thereon and anything attached to earth or anything permanently fastened to anything attached to earth</p>	<p>9,56,00,000</p> <p>44,00,000</p>	<p>1,00,00,000</p>

DECLARATION

I/We, the Offeror/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the bid document and public notice for sale in the matter of Arch Pharmalabs Limited and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions.

I/We, the Offeror/s aforesaid do hereby confirm that I/We have taken inspection of the premises and I/We are satisfied with the condition of the same and I/We shall not claim any loss or reduction in the amount offered on account of any deviation in the details and description of the properties.

I/We further declare that I/We intend to purchase the above referred assets from the Authorized Officer, JM Financial Asset Reconstruction Company Ltd. ("JMFARC") for our own use/business and that the information revealed by me/us in the bid/offer in <https://www.bankauctions.in> is true and correct. 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](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. I/We also agree that after my/our offer given in <https:// www.bankauctions.in> in my/our offer for purchase of the assets is accepted by JMFARC and I/we fail to accept or act upon the terms and conditions herein or am /are not able to complete the transaction within the time limit specified herein for any reason whatsoever and/or fail to fulfill any/all the terms & conditions herein, the Earnest Money Deposit and any other monies paid by me/us along with the offer and thereafter, are liable to be forfeited by JMFARC and that JMFARC has also a right to proceed against me/us for specific performance of the contract, if so desired by JMFARC.

SIGNATURE