

JM FINANCIAL ASSET RECONSTRUCTION COMPANY LIMITED

Corporate Identification No.: U67190MH2007PLC174287

Regd. Office: 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025

Authorized Officer: Vaibhav Shetty, Email- vaibhav.shetty@jmfrc.com, Mobile: +91 98203

87460,

Website: www.jmfinancialarc.com

[Sale of secured immovable property(s) and/ or asset(s) mortgaged by Marvel Landmarks Private Limited (“**Borrower**”/”**MLPL**”), Mr. Subhash Sitaram Goel, Mr Rajendra Sitaram Goel, Mr. Annuj Umesh Goel, Mr. Ankit Umesh Goel and Mr. Ratanlal G Gundesha (together “**Mortgagors(s)**”) for the loans availed by the Borrower towards its financial debt due to JM Financial Asset Reconstruction Company Limited in its capacity as trustee of Real Estate May 2023 Trust (“**JMFARC**” and / or “**Secured Creditor**”) on “**AS IS WHERE IS**” “**AS IS WHAT IS**” AND “**WHATEVER THERE IS BASIS**” basis, the physical possession of which has been taken under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“**SARFAESI Act**”) read with Rule 8(6) of Security Interest (Enforcement) Rules, 2002 (“**Rules**”)]

TENDER DOCUMENT

WHEREAS the Borrower had availed financial assistance from JM Financial Credit Solutions Limited (“**Original Lender**”) on the terms and conditions mentioned under various loan and security documents (hereinafter referred to as the “**Original Loan**”).

The repayment of the Original Loan granted to the Borrower *is inter alia* secured by way of hypothecation over movable assets and mortgage over various immovable properties (including the immovable properties mentioned in Schedule I hereunder) and the personal guarantees of Mr. Vishwajeet Jhavar, Mr. Subhash Sitaram Goel, Mr Rajendra Sitaram Goel, Mr. Annuj Umesh Goel, Mr. Ankit Umesh Goel (“**Guarantors**”).

WHEREAS the Borrower committed default in payment of interest and principal instalments of the Original Loan and failed to clear the overdue amounts as a result of which the Original Lender classified the loan account of Borrower as Non-Performing Asset in the books of the Original Lender on July 29, 2022 as per the extant RBI Guidelines.

WHEREAS, subsequently the Original Lender assigned the financial assets viz the Original Loan, together with all the rights, titles, interests and underlying security interests created thereof to JMFARC vide assignment agreement dated May 31, 2023 under the provision of the SARFAESI Act.

AND WHEREAS the undersigned being the Authorised Officer of JMFARC, in exercise of powers conferred under section 13 (2) of SARFAESI Act read with rule 3 of the Rules issued a demand notice dated September 21, 2023 calling upon the Borrower and/or Guarantors and/or Mortgagors to repay the amount mentioned in the notice being Rs.126,11,74,291.55 /- (Rupees One Hundred Twenty Six Crore Eleven Lakh Seventy Four Thousand Two Hundred Nine One and Fifty Paise only) as on September 20, 2023 together with further interest and other amounts at the contractual rate mentioned in the loan and security documents from September 21, 2023 till payment, within 60 days from the date of the said notice.

AND WHEREAS, the Borrower, Mortgagor and Guarantors failed to comply with the said demand notice and therefore, the Authorised Officer of JMFARC, with the co-operation of the Borrower, took over the physical possession of the secured immovable properties more

particularly described under Schedule I ("**Secured Assets**") in February 2024, under section 13(4) of the SARFAESI Act read with rule 8 of the said Rules.

AND WHEREAS, the Authorised Officer has issued a sale intimation notice on June 18, 2024 under rule 8 (6) of the said Rules, intimating the Borrower and/or Guarantors and/or Mortgagors that the Secured Assets are being sold by way of E-Auction after expiry of 30 days from the date of the said notice and informing them regarding the availability of right of redemption under section 13(8) of the SARFAESI Act. The Borrower/Guarantors/Mortgagors have not come forth for the purpose of redeeming the Secured Assets.

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 the Secured Assets, by way of E-Auction on **September 10, 2024 at 11:00 AM to 12:00 Noon**, on "**AS IS WHERE IS**" "**AS IS WHAT IS**" AND "**WHATEVER THERE IS**" BASIS, for a sale consideration which shall not be less than the reserve price as mentioned in the table below.

The Secured Assets are mortgaged/charged by the Mortgagors for securing the dues repayment of the Original Loan granted to the Borrower, the outstanding dues where under are **Rs. 126,11,74,291.55 (Rupees One Hundred Twenty Six Crore Eleven Lakh Seventy Four Thousand Two Hundred Ninety One and Fifty Five Paise Only) as on September 20, 2023** together with further interest and other amounts at the contractual rate mentioned in the loan and security documents from September 21, 2023 till payment.

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 hereinbelow appearing.

Schedule I
DESCRIPTION OF THE SECURED ASSETS

Property type	Lot No.	(Unit/Flat)	Area (Sq. Ft.)	Owned By	Reserve Price (in Rs. Cr.)	EMD (in Rs. Cr.)	Venue
Residential Flats	1	A302	6,995	MLPL	4.41	0.44	www.bankauctions.in .
	2	A501	2,910	MLPL	1.83	0.18	www.bankauctions.in .
	3	E101	6,995	MLPL	4.41	0.44	www.bankauctions.in .
	4	G101	6,193	MLPL	3.90	0.39	www.bankauctions.in .
	5	H102	6,995	MLPL	4.41	0.44	www.bankauctions.in .
	6	K301	6,995	MLPL	4.41	0.44	www.bankauctions.in .
	7	K302	6,129	MLPL	3.86	0.39	www.bankauctions.in .
	8	L101	6,129	MLPL	3.86	0.39	www.bankauctions.in .
	9	L102	6,995	MLPL	4.41	0.44	www.bankauctions.in .
	10	L301	6,129	MLPL	3.86	0.39	www.bankauctions.in .
	11	L302	6,995	MLPL	4.41	0.44	www.bankauctions.in .
Commercial Units	12	P226	1,023	MLPL	0.65	0.07	www.bankauctions.in .
	13	P231	1,031	MLPL	0.66	0.07	www.bankauctions.in .
	14	P312	1,813	MLPL	1.16	0.12	www.bankauctions.in .
	15	P313	1,822	MLPL	1.17	0.12	www.bankauctions.in .
	16	P314	873	MLPL	0.56	0.06	www.bankauctions.in .
	17	P315	1,073	MLPL	0.69	0.07	www.bankauctions.in .
	18	P316	1,000	MLPL	0.64	0.06	www.bankauctions.in .
	19	P318	1,809	MLPL	1.16	0.12	www.bankauctions.in .

Forming part of Project "Marvel Sangria" constructed by the Borrower on all that piece and

parcel of land or ground admeasuring 55,916.73 sq. mtrs. bearing Plot No. A out of the sanctioned layout in respect of the land admeasuring 67,950 sq. mtrs. bearing Survey No. 20/8/1/21/1/2/22/1/2 (earlier bearing Survey No. 20 Hissa No.8/1, Survey No. 21 Hissa No. 1, Survey No. 21 Hissa No. 1/1, Survey No. 21 Hissa No. 1/2, Survey No. 21 Hissa No. 1/3, Survey No. 21 Hissa No. 1/4 Survey No. 21/2, Survey No.22 Hissa No. 1, Survey No.22 Hissa No.1/1, Survey No. 22 Hissa No. 1/2, Survey No. 22 Hissa No. 1/3, Survey No. 22 Hissa No. 1/4, Survey No. 22/2 (Part) situate, lying and being at Village Mohammedwadi within the Registration Sub-District of Taluka Haveli, District Pune and within the extended limits of the Municipal Corporation of Pune, and which contiguous block admeasuring 55916.73 sq.mtrs has now been assigned Survey No.20/8/21/22/1/2 - Plot A, and which is bounded as follows that is to say:

On or towards the East - By lands out of Survey Nos. 20, 21 and 22, Mohammedwadi

On or towards the South - By road

On or towards the West – By road

On or towards the North – By land out of Survey No. 20, Mohammedwadi

Encumbrances Known: To the best of knowledge of JMFARC there are no encumbrances attached to the above mentioned Secured Assets.

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

TERMS AND CONDITIONS OF SALE

1. 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 I of the Secured Assets above
Earnest Money Deposit ("EMD")	As mentioned in Schedule I of the Secured Assets above
Encumbrances known to Secured Creditor	To the best of knowledge of JMFARC there are no encumbrances attached to the above-mentioned Secured Assets. The bidders/offerors shall have to bear costs of any encumbrances which are not within the knowledge of JMFARC.
EMD Remittance	<p>EMD can be remitted in the following ways:</p> <p>i) Deposit through EFT/NEFT/RTGS</p> <p>A/c. No: 0004103000052456</p> <p>Name of Beneficiary: "JM Financial Asset Reconstruction Company Ltd."</p> <p>Name of Bank: IDBI Bank Ltd</p> <p>Name of Branch: Nariman Point, Mumbai.</p> <p>IFSC Code: IBKL00000004</p> <p>Branch Address: Mittal Court, 2nd Floor, A, B & C Wings, Nariman Point, Mumbai, Maharashtra 400021</p> <p>OR</p> <p>ii) Demand Draft in the favor of "JM Financial Asset Reconstruction Company Ltd." payable at Mumbai.</p>
Inspection of Secured Assets	On August 16, 2024 and August 30, 2024 from 11:00 AM to 04:00 PM
Last date for submission of online application for BID	On September 09, 2024 till 5.00 P.M.
Date and time of e-auction	On September 10, 2024 between 11:00 A.M. to 12:00 Noon with auto - extension of three minutes each in the event of bids placed in the last three minutes.
Bid Multiplier	Bid Multiplier (Rs.)
	25,000

2. In case any bidder wants to purchase all the Units/Flats forming part of the Secured Assets mentioned above, the bidder shall have to place separate bids/offers against all such Units/Flats.
3. The undersigned shall arrange to give inspection of the Secured Assets through his representative/ agent, to prospective buyers on dates and times as mentioned above.
4. The aforesaid Secured Assets shall not be sold below the reserve price mentioned above. The sale of the Secured Assets 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 read with the Rules.
5. The sale will strictly be on terms and conditions as mentioned herein and in the auction notice published in Financial Express (English) and Loksatta (Marathi) in Pune Edition on August 05, 2024 ("**auction notice**").
6. Intending bidders shall hold a valid e-mail address. E-auction bid document containing 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 <https://www.bankauctions.in>.
7. 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 and info@bankauctions.in. For details with regards to the aforesaid Secured Assets, please contact JMFARC, Contact Person: Vaibhav Shetty, Email ID: Vaibhav.shetty@jmfl.com, Contact No: +91 98203 87460
8. Bids in the prescribed formats given in the Tender Document shall be submitted "online" through the portal of <https://www.bankauctions.in> or by sending an email with scanned copy of the Tender Document duly filled in along with self-attested copies of the KYC documents and undertaking (in the prescribed format under Annexure – A hereunder). The copies of the Tender Document, alongwith the undertaking (in the prescribed format under Annexure – A hereunder) and KYC documents should reach the Authorised Officer before **September 09, 2024, 5.00 PM**. Bids submitted otherwise shall not be eligible for consideration. Bid should be submitted along with the undertaking (as per the format contained in Annexure – A hereunder), with 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 such as DD/UTR Number/ RTGS etc. providing details of supportive evidence for submitting EMD amount. The EMD will not carry any interest.
9. All participating bidders shall submit an undertaking providing that he/she/they are eligible to participate in the e-auction process in accordance with section 29A of the Insolvency and Bankruptcy Code, 2016 ("**Code**") in the prescribed format (Annexure -A

hereunder) along with their respective bid documents which shall be a part of the bid documents. The Authorised Officer may, at his discretion, at any time, call upon the bidder(s) to submit necessary documents in support of such undertaking. The Authorised Officer reserves the right to conduct an independent verification of the eligibility of the participating bidders under section 29A of the Code. In the event of the bidder is found to be ineligible under section 29A of the Code to participate the present e-auction process, the Authorised Officer shall have an absolute right to reject the bid submitted by such bidder/cancel the sale confirmation issued in his/her/its favour. In the event of such rejection of bid/cancellation of the sale confirmation, the Authorized Officer may at its discretion either forfeit or return (without any interest or charges etc.) the EMD amounts or any other amounts deposited by such bidder. The decision of the Authorised Officer in rejecting the bid of any such ineligible bidder shall be final and not subject to challenge by the bidder

10. **Bid form without EMD shall be treated as invalid and 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.
11. The offer should only be placed online in the "AUCTION BID FORM".
12. The entire procedure of conducting E-Auction shall be at the exclusive discretion of the Authorised Officer and intending bidder/purchaser shall have no right to object to the same.
13. 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/itself about the names, 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 successful bidder/offeror/purchaser 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.
14. Intending bidder(s)/ offeror(s) are advised / cautioned to verify the concerned revenue record/ other statutory authorities such as sales tax/excise/ income tax etc. and shall satisfy themselves regarding encumbrance, lien, charge, statutory dues etc. before submitting the dues. Successful bidder(s)/ offeror(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 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 above. The person deputed for inspection by the prospective bidder should carry with him appropriate authorization on the letterhead of the organization or authority letter for whom he/she represents, failing which inspection may be refused.
16. 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 Assets and the condition in which it is and will be fixed with notice as to the condition in which the Secured Assets actually are.
17. The bidders are advised in their own interest to verify the Secured Assets being sold and verify any other dues from the respective authorities to their satisfaction before submitting the offers.
18. Conditional offers/bids will be treated as invalid. Likewise, correspondence about any change in the offers/bids or name of offerors/bidders will not be entertained. Any bidder who wishes to change the offer for the Secured Assets advertised can make the changes in the Online Auction Bid Form on or before the last date prescribed for submission of the offers/bids in the concerned advertisement with appropriate Earnest Money Deposit.
19. 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 Authorised 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.
20. The said Secured Assets shall be sold to the successful bidder so declared. The successful bidder shall have to tender the KYC documents with originals (Photo ID and address proof documents) to the Authorized Officer for verification immediately, in case the Authorised Officer demands so. Post such verification, JMFARC shall convey the declaration of highest bidder to the successful bidder on **September 10, 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 Authorised Officer of JMFARC, by way of RTGS/Demand draft favoring JMFARC payable at Mumbai, and in default of such deposit, the said Secured Assets shall be sold again. The sale of the said Secured Assets shall be confirmed in favor 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 amount of purchase price (being 75% of purchase price) shall be paid by the successful bidder/offeror to the Authorised Officer on or before the fifteenth day (15th 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 JMFARC,

in any case not exceeding three months, which shall be subject to the sole discretion of JMFARC.

22. 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 successful bidder/purchaser and JMFARC, in any case not exceeding three months, after the payment of twenty - five percent of the bid amount towards the purchase price, will attract the provisions of rules 9(5) of the Rules vide which the deposit of twenty- five percent (inclusive of the EMD) shall be forfeited and Secured Assets shall be resold and the defaulting purchaser/bidder shall forfeit to JMFARC all claim to the 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 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 Secured Assets realizing higher price on resale
24. 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.
25. 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 Secured Assets.**
26. The stamp duty, registration charges, cess, any sales tax including Goods & Service Tax (GST) if applicable, transfer charges if any, and all other incidental costs, charges and expenses in connection with the sale of the aforesaid Secured Assets and to transfer the right, title and interest shall be borne by the 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.
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 intending Purchaser(s) without interest/ other charges of any manner whatsoever.
28. Participation in the bid shall be deemed to be acceptance of the terms and conditions specified herein as also in terms and conditions as mentioned in the auction notice by the intending bidder(s) / offeror(s).

29. The Secured Assets 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 Secured Assets offered for sale hereinabove. The successful bidder/offeror 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 Secured Assets 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 Assets subject to all encumbrances, liens and claims.
30. Bidders 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.
31. The successful bidder will be bound by the regulations of the local / any other authority, as applicable in regard to the use of the Secured Assets along with its super structure, plant machinery thereon, if any being part of Secured Assets contemplated herein.
32. 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 Secured Assets purchased by them.
33. The bidder shall not be entitled to decline to participate, withdraw or cancel offer once submitted unless permitted by Authorised Officer. In an event, the bidder withdraws or cancels an offer, the Earnest Money Deposit shall be liable to be forfeited and such bidder will also be liable to pay the Authorised Officer, the loss or damage suffered consequent upon withdrawing or canceling the offer/bid. The Secured 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 entitled to make any requisition or raise any objection as to the title, encumbrance or consideration of the Secured Assets or any part thereof.
34. On confirmation of sale by JMFARC and if the terms of payment have been complied with, the Authorised Officer shall issue Sale Certificate for Secured Assets in favour 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 Secured Assets shall be undertaken by the Authorised Officer only upon satisfaction of the Authorised Officer w.r.t the receipt of the entire purchase consideration and other charges as per the terms contained herein.
35. The Sale Certificate will be issued in the name of the successful purchaser(s) / applicant(s) /bidder(s) only in the manner specified herein and under the said Rules, and will not be issued in any other name(s). The Sale Certificate will not be issued pending

operation of any stay/ injunction/ restraint order passed by the DRT/DRAT/High Court or any other court against the issuance of Sale Certificate

36. The bidder shall purchase the Secured Assets in the same condition that the Secured Assets 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 Secured Assets at his/her/their sole risk and cost as regards any loss or damage to the Secured Assets due to fire or earthquake or any other natural calamities or theft, burglary, robbery or from any other cause whatsoever. Neither JMFARC nor the Authorised Officer shall be liable for any such loss or damages/ incidental loss damages of any nature whatsoever, including but not limited to liability of any manner towards any third party/ parties. The bidder/purchaser shall not make any requisition for repairs or otherwise and the obligations of carrying out such repairs shall be solely that of the bidder/purchaser.
37. The Authorised Officer is selling the Secured Assets pursuant to the powers derived from the SARFAESI Act. The Secured Assets comprised in and forming part of the sale are sold, subject to all defects, faults, imperfections and errors of description latent or otherwise. The Authorised 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 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 Secured Assets. 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 Secured Assets put up for sale hereunder and no warranty or assurances of any kind are given by the Authorised Officer and/or JMFARC. The bidder shall be deemed to have undertaken a due diligence of the Secured Assets and that the bidder is presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.
38. The Authorised Officer reserves his right to reject any or all bids/offers without assigning any reason and in case all the offers are rejected, either to negotiate with any of the bidder or sell the Secured 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.
39. The Authorised Officer will be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in light of the facts & circumstances of the case
40. Disputes, if any, shall be settled before Courts and/or Tribunals having in Mumbai.
41. Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitization & 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. Bidder(s) are advised to change the password immediately on receipt from the service provider.
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/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.
9. 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 & the said Rules, and shall be bound by the same.
10. In case of sole bidder/offeror, the sale may be deferred and the said Secured Assets may be brought for resale or otherwise sale will be deferred or cancelled.
11. In case of any technical failure in submitting the bid or while bidding during the auction process, neither JMFARC nor its Authorised Officer nor its appointed agency shall be liable for any such technical failure.

Sd/-

Authorised Officer

JM Financial Asset Reconstruction Company Limited

(Acting in its capacity as trustee of Real Estate May 2023 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 **Marvel Landmarks Private Limited**

- 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
- a. Demand Draft No. and date _____
 - a. 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) DETAILS OF THE OFFER/BID

Lot No.	Total Bid Amount (Rs)	Amount in Figures	EMD Amount (Rs)	Amount in Figures
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				

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

Annexure – A

UNDERTAKING AND DECLARATION BY BIDDER

(On appropriate stamp paper and to be notarised)

1. I/We, the bidder(s)/offeror(s) aforesaid do hereby state that, I/We have read the entire terms and conditions of the Tender Document and E-auction notice for sale in the matter of Marvel Landmarks Private Limited 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 premises/Secured Asset(s) 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 above referred Secured Assets from the Authorised Officer, JM Financial Asset Reconstruction Company Ltd., acting in its capacity as trustee of Real Estate May 2023 Trust (“**JMFARC**”) for our own use/business and that the information revealed by me/us in the bid/offer in <https://www.bankauctions.in>, and/or sent to the Authorised Officer of JMFARC as per the terms and conditions 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 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 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 Authorised Officer or there is a delay in handing over the possession of the Secured Asset(s)..
6. I/We also agree that after my/our offer/bid given in <https://www.bankauctions.in> or sent to the Authorised Officer of JMFARC as the terms and conditions in my/our offer/bid 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 EMD 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.
7. I/We, _____, hereby also submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“**Code**”) for participation in the E-auction process under SARFAESI Act, 2002, for sale of properties mortgaged for the loans of Marvel Landmarks Private Limited and more particularly mentioned hereinbelow at Schedule (“**Secured Assets**”).
8. I/We, _____ state that I/We have understood the provisions of section 29A of the Code. I/We declare that I/We are not ineligible under section 29A of the Code to put bid for and purchase the Secured Assets as mentioned in the Schedule. I/We further declare that I/we are not a “related party” as defined under the Companies Act, 2013 and/or the Code to Marvel Landmarks Private Limited, Mr. Subhash Sitaram Goel, Mr

Rajendra Sitaram Goel, Mr. Annuj Umesh Goel, Mr. Ankit Umesh Goel and Mr. Ratanlal G Gundesha (collectively may be referred to as "**Borrowers**").

9. I/We confirm that neither I/We nor any person acting jointly with me or any person who is a promoter or in the management or control of me or any person acting jointly with them:
 - a. is an undischarged insolvent;
 - b. is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
 - c. at the time of submission of the bid for participation in the e-auction process has an account, or an account of the Borrower under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate/personal insolvency resolution process of the Borrower;
 - d. have been convicted for any offence punishable with imprisonment –
 - i. for two years or more under any Act specified under the Twelfth Schedule; or
 - ii. for seven years or more under any law for the time being in force:
 - e. is disqualified to act as a director under the Companies Act, 2013 (18 of 2013);
 - f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
 - g. have been and/or is a promoter or in the management or control of any person in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under the Code;
 - h. have executed a guarantee in favor of a creditor in respect of the Borrower against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part
 - i. am subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
 - j. have a connected person not eligible under clauses (a) to (i)
10. I/We therefore, confirm that I/We am/are eligible under Section 29A of the Code to participate in the in the E-auction process for sale of said Secured Assets, inter alia mortgaged for the loans availed by the Borrower.
11. I/We declare and undertake that in case, I/We become ineligible or are found to be ineligible at any stage after the submission of the bid and before the completion of the sale, JMFARC and/or its Authorised Officer shall have the absolute right to reject the bid submitted by me/us and/or cancel the sale confirmation issued in my/our favor, as the case may be and this decision of rejecting the bid shall not subject to challenge by me/us. Further, JMFARC may at its sole discretion, either forfeit or return (without any interest or charges etc.), the Earnest

Money Deposit ("EMD") or such other sums as may be deposited by me/us in connection to the auction/sale process of the said Secured Assets.

12. That I/We unconditionally and irrevocably undertake that I/We shall provide all data, documents and information as may be required to verify the statements made under this undertaking.
13. That I/We understand that JMFARC may evaluate the bid submitted by me/us and such evaluation shall be on the basis of the confirmations, representations and warranties provided by me/us under this undertaking.
14. I/We further undertake that I/We shall bear the execution costs of this undertaking including costs of stamp duty, registration, any legal fees etc. and I/We shall have no recourse to JMFARC for such execution costs paid by me/us.
15. I/We agree and undertake to protect, defend, hold harmless, and indemnify JMFARC, and its respective assigns, directors, officers, employees, agents, and affiliates (collectively, "**Indemnified Parties**") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses of or by a third party including but not limited to reasonable attorneys' fees and costs ("**Claims**"), actually or allegedly, directly or indirectly, arising out of or related to (1) any misstatement, misrepresentation, suppression of any material fact under the present undertaking, (2) any breach of any representation or warranty of me/us contained in this Undertaking; (3) (3) any insufficiency of stamp duty paid for this Undertaking and (4) any breach or violation of any covenant or other obligation or duty of Company under this Undertaking or under applicable law;
16. I/We confirm that the said undertaking, declaration and disclosure is true and correct.

Date:

Place:

(_____)

Name:

Designation:

SCHEDULE

DESCRIPTION OF MORTGAGED PROPERTY/SECURED ASSETS

Property Type	Lot No.	(Unit/Flat)	Area (Sq. Ft.)	Owned By	Reserve Price (in Rs. Cr.)	EMD (in Rs. Cr.)	Venue
Residential Flats	1	A302	6,995	MLPL	4.41	0.44	www.bankauctions.in .
	2	A501	2,910	MLPL	1.83	0.18	www.bankauctions.in .
	3	E101	6,995	MLPL	4.41	0.44	www.bankauctions.in .
	4	G101	6,193	MLPL	3.90	0.39	www.bankauctions.in .
	5	H102	6,995	MLPL	4.41	0.44	www.bankauctions.in .
	6	K301	6,995	MLPL	4.41	0.44	www.bankauctions.in .
	7	K302	6,129	MLPL	3.86	0.39	www.bankauctions.in .
	8	L101	6,129	MLPL	3.86	0.39	www.bankauctions.in .
	9	L102	6,995	MLPL	4.41	0.44	www.bankauctions.in .
	10	L301	6,129	MLPL	3.86	0.39	www.bankauctions.in .
	11	L302	6,995	MLPL	4.41	0.44	www.bankauctions.in .
Commercial Units	12	P226	1,023	MLPL	0.65	0.07	www.bankauctions.in .
	13	P231	1,031	MLPL	0.66	0.07	www.bankauctions.in .
	14	P312	1,813	MLPL	1.16	0.12	www.bankauctions.in .
	15	P313	1,822	MLPL	1.17	0.12	www.bankauctions.in .
	16	P314	873	MLPL	0.56	0.06	www.bankauctions.in .
	17	P315	1,073	MLPL	0.69	0.07	www.bankauctions.in .
	18	P316	1,000	MLPL	0.64	0.06	www.bankauctions.in .
	19	P318	1,809	MLPL	1.16	0.12	www.bankauctions.in .

Forming part of Project “Marvel Sangria” constructed by the Borrower on all that piece and parcel of land or ground admeasuring 55,916.73 sq. mtrs. bearing Plot No. A out of the sanctioned layout in respect of the land admeasuring 67,950 sq. mtrs. bearing Survey No. 20/8/1/21/1/2/22/1/2 (earlier bearing Survey No. 20 Hissa No.8/1, Survey No. 21 Hissa No. 1, Survey No. 21 Hissa No. 1/1, Survey No. 21 Hissa No. 1/2, Survey No. 21 Hissa No. 1/3, Survey No. 21 Hissa No. ¼ Survey No. 21/2, Survey No.22 Hissa No. 1, Survey No.22 Hissa No.1/1, Survey No. 22 Hissa No. 1/2, Survey No. 22 Hissa No. 1/3, Survey No. 22 Hissa No. 1/4, Survey No. 22/2 (Part) situate, lying and being at Village Mohammedwadi within the Registration Sub-District of Taluka Haveli, District Pune and within the extended limits of the Municipal Corporation of Pune, and which contiguous block admeasuring 55916.73 sq.mtrs has now been assigned Survey No.20/8/21/22/1/2 - Plot A, and which is bounded as follows that is to say:

On or towards the East - By lands out of Survey Nos. 20, 21 and 22, Mohammedwadi

On or towards the South - By road

On or towards the West – By road

On or towards the North – By land out of Survey No. 20, Mohammedwadi

VERIFICATION

I/We, the deponent above, do hereby solemnly declare and affirm that the above statement given by me is true and correct to the best of my knowledge and belief and nothing stated above is false or misrepresentation or misleading.

(DEPONENT)

SIGNATURE