

**JM FINANCIAL ASSET RECONSTRUCTION COMPANY LIMITED**

**Corporate Identification No.: U67190MH2007PLC174287**

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

Authorized Officer: Vishal Uchil / Viral Doshi

Email- [vishal.uchil@jmfl.com](mailto:vishal.uchil@jmfl.com), [viral.doshi@jmfl.com](mailto:viral.doshi@jmfl.com)

Mobile: +91 9819985511/ +91 9870893185

Website: [www.jmfinancialarc.com](http://www.jmfinancialarc.com)

[Sale of secured Immovable/ Movable property and/ or asset mortgaged/ hypothecated for securing the credit facilities availed by Bombay Rayon Fashions Ltd. (In Liquidation) (“**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 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 Authorised Officer of JM Financial Asset Reconstruction Company Limited acting in its capacity as a trustee of JMFARC – Fabrics – August 2018 II - Trust, JMARC – Fabrics September 2018 III – Trust and JMFARC – Fabrics June 2019 III – Trust, pursuant to assignment of loans from State Bank of India, Bank of India and Union Bank of India (collectively known as Original Lenders) vide assignment agreements dated August 27, 2018, September 29, 2018 and June 28, 2019 respectively (hereinafter referred to as “**JMFARC**”) 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 February 4, 2022, inter alia, called upon Bombay Rayon Fashions Limited (“**Borrower**”) [Represented by the Liquidator being Truvisory Insolvency Professional Pvt Ltd] having its registered office at 410, 4th Floor, Bluerose Industrial Estate, Near Metro Mall and Tata Power Petrol Pump, Western Express Highway, Borivali (East) 400066 also at: Shivhara, A/501, Carter Road No.2, Opp BMC Shatabdi hospital, Borivali (East) Mumbai 400066 as well as Mortgagors and/or Guarantors (1) Mr. Janardan Agrawal (2) Mr. Prashant Agrawal (3) Mr. Aman Agrawal (4) Mrs. Vinita Agrawal (5) STI India Ltd (6) Scotts Plantations Pvt Ltd (7) Best United Lifestyles Pvt Ltd (8) Reynold Shirting Ltd (9) B.R. Machine Tools Pvt Ltd (10) Copper Coin Realty Pvt Ltd (collectively referred to as the “**Guarantors**”) to repay the amount due mentioned in the said demand notice being **Rs. 249,81,00,930.30/- (Rupees Two Hundred Forty - Nine Crore Eighty - One Lakhs Nine Hundred Thirty and Paise Thirty only)** as on January 31, 2022 along with further interest, cost and expenses etc within 60 days from the date 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 and /or Guarantors and /or mortgagor failed to comply with the said Demand Notice. The Authorised officer of JMFARC took over the physical possession of the secured immovable/ movable property mentioned herein below under the provisions of the SARFAESI Act read with the Security Interest (Enforcement) Rules, 2002 (“**said Rules**”) on July 26, 2024.



AND WHEREAS, the Authorised Officer has issued a notice of sale on August 19, 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/ movable property ("**Secured Asset**") mortgaged/ hypothecated by Latur Integrated Textile Park Private Limited ("**Mortgagor**") has been proposed to be sold by way of e-action/ public auction as per the provisions of SARFAESI Act and said Rules.

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 on **October 18, 2024 at 11:00 AM to 12:00 noon**, the secured immovable/ movable property as mentioned herein below on "**AS IS WHERE IS**" "**AS IS WHAT IS**" AND "**WHATEVER THERE IS**" BASIS. The said property is mortgaged/ hypothecated and/or charged by the Guarantor / Mortgagor for securing the dues repayment of the credit facilities granted to the Borrower, the outstanding dues where under are **Rs. 249,81,00,930.30/- (Rupees Two Hundred Forty Nine Crore Eighty One Lakhs Nine Hundred Thirty and Paise Thirty only) due from Bombay Rayon Fashions Limited as on January 31, 2022** plus interest at contractual rates from February 01, 2022, till realization along with future cost and other expenses/charges thereon.

**SCHEDULE OF IMMOVABLE/ MOVABLE PROPERTY/SECURED ASSETS**

Description of the Property	Reserve Price (in Rs)	Earnest Money Deposit (EMD) (in Rs)	Inspection Date & time	Mortgaged/ Hypothecated by
<p>All that piece of leasehold land known as Plot No. D-68 in the Addl. Latur Industrial Area, within the village limits of Khandapur and outside limits of Latur Municipal Council, Taluka Latur, District Latur containing by admeasurement 2,00,000 square meters or thereabouts and bounded as follows that is to say:-</p> <p>On or towards the North by: MIDC Land On or towards the South by: MIDC Road 30.00 mtr R/W</p>	40,27,00,000	4,02,70,000	<p>October 04, 2024</p> <p>Between 11:00 a.m. to 3:00 p.m.</p>	Latur Integrated Textile Park Private Limited



<p>On or towards the East by: MIDC Road 30.00 mtr R/W</p> <p>On or towards the West by: MIDC Land</p> <p>Together with, inter alia, all present and future assets lying at the property, including but not limited to current assets of the Borrower, more particularly listed at <b>Schedule I,</b> hereinbelow</p>				
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### 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.

<b>Reserve Price</b>	As mentioned in schedule of Secured Assets above
<b>Earnest Money Deposit (EMD")</b>	As mentioned in schedule of Secured Assets above
<b>EMD Remittance</b>	<p>EMD can be remitted in the following ways:</p> <p>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 &amp; 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>
<b>Inspection of Secured Asset / Property</b>	As per the date and time mentioned in schedule of Secured Assets above



<b>Last date for submission of online application for BID</b>	<b>On October 17, 2024 till 5.00 P.M.</b>
<b>Date and time of e-auction</b>	<b>On October 18, 2024 between 11:00 AM to 12:00 noon with auto- extension of five minutes each in the event of bids placed in the last five minutes.</b>
<b>Bid Multiplier</b>	<b>Rs. 5,00,000/- (Rupees Five Lakh Only)</b>

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

- 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 Indian Express (English) & Loksatta (Marathi/vernacular) in Aurangabad edition and dated September 30, 2024.
- 3) The sale contemplated herein shall be only for the Secured Assets described in the schedule of Secured Assets above, and not for any other assets of the Borrower/Mortgagor/Guarantor. Further, any personal or commercial vehicles situated/stationed/parked at the Secured Asset belonging to the Borrower or any other party do not form a part of this sale process and are not included in description of movable properties for the purpose of this sale process.
- 4) 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 <https://www.bankauctions.in>.
- 5) 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, Mob No.8142000725, Land line:040-2373605 [arijt@bankauctions.in](mailto:arijt@bankauctions.in) and [info@bankauctions.in](mailto:info@bankauctions.in). For details with regards to the aforesaid immovable/ movable property, please contact JMFARC, Contact Person: Vishal Uchil, Email ID: [vishal.uchil@jmfl.com](mailto:vishal.uchil@jmfl.com) Contact No: +91 9819985511, +91 9870893185.
- 6) 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. The hard copy of the tender document and KYC documents should reach the Authorised Officer before **October 17, 5.00 PM**. Bids submitted otherwise shall not be eligible for consideration. Bid should be submitted along with the 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.

- 7) 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 given at **Annexure A**, along with their respective bid documents which shall be a part of the bid documents. The Authorized Officer may, at his discretion, at any time, call upon the bidder(s) to submit necessary documents in support of such declaration. The Authorized 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 Authorized 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 Authorized Officer in rejecting the bid of any such ineligible bidder shall be final and not subject to any challenge by the bidder.
- 8) **Bid form without EMD shall treated 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
- 9) The offer should only be placed online in the "AUCTION BID FORM".
- 10) The entire procedure of conducting e-auction shall be at the exclusive discretion of the Authorized Officer and intending purchaser shall have no right to object to the same.
- 11) The intending bidder is expected to conduct a thorough due diligence regarding the Secured Asset (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 Asset 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 ownership details, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries, encumbrances (if any) and abutments of the assets / Secured Asset and that the intending bidder concurs or otherwise admits the identity of the assets / Secured Asset purchased by him / her / it notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/Secured Asset 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.



The Secured Creditor shall in no way be responsible for any discrepancy or variation, by comparison of the description in the particulars or title related documents of the Secured Asset(s) and their condition

- 12) The intending bidder shall be deemed to have full knowledge of the Secured Asset 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 / purchaser shall be deemed to have purchased the Secured Asset after complete satisfaction of title, boundaries, demarcations 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 Asset or any part thereof. The Secured Creditor shall in no way be responsible for any discrepancy or variation, by comparison of the description in the particulars or boundaries of the Secured Asset(s) and their condition.
- 13) The intending bidder(s) would be entitled to inspection of the Secured Asset at their own costs. Bidder / purchasers can inspect the Secured Asset on the date and time as mentioned in the schedule of Secured Assets above. The person deputed for inspection by the prospective / intending bidder should carry with him / her / them appropriate authorization on the letterhead of the organization or authority letter for whom he / she / they represent, failing which inspection may be refused.
- 14) 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.
- 15) It shall be presumed that the intending bidder has satisfied himself / herself / themselves about the ownership details, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries, encumbrances (if any) and abuttals of the Secured Asset / property and that the intending bidder concurs or otherwise admits the identity of the Secured Asset / property purchased by him / her / it notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the Secured Asset/ property and their condition.
- 16) 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 / bids.
- 17) 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.
- 18) 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.

- 19) The said Secured Asset 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, JMFARC shall convey the declaration of highest bidder to the successful bidder on or before **October 18, 2024**, and 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 case of default of submitting such deposit, the said Secured Asset shall be sold again by JMFARC as per provisions of the SARFAESI Act. The confirmation of sale of the said Secured Asset shall be confirmed in favour of the bidder who has deposited twenty-five per cent (25%) of the amount of the bid amount and shall be subject to the confirmation by JMFARC. The balance of 75% of the consideration amount shall be payable on or before **15 days** from the day of confirmation of sale or such extended period as may be agreed mutually upon in writing between the successful bidder / purchaser and JMFARC, in any case not exceeding three months.
- 20) 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 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 Secured Asset shall be resold and the defaulting purchaser shall forfeit to JMFARC all claim to the Secured Asset or to any part of the sum for which it may be subsequently sold.
- 21) 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 Asset realizing higher price on resale.
- 22) Sale Certificate shall be issued and transfer of the Secured Asset to the successful bidder / 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.
- 23) 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.**

- 24) 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 Asset 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.
- 25) 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.
- 26) 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).
- 27) The Secured Asset offered for sale is on **"AS IS WHERE IS" "AS IS WHAT IS" AND "WHATEVER THERE IS" BASIS**. Neither JMFARC nor the Authorized Officer undertakes any responsibility to procure any permission/license etc. in respect of the assets offered for sale hereinabove. The successful bidder / purchaser 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 Asset put under the e-auction. The successful bidder / purchaser 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.
- 28) 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.
- 29) 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 Asset along with its super structure contemplated herein.
- 30) 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 Asset purchased by them.
- 31) If the dues of JMFARC together with all costs, charges and expenses incurred by JMFARC are offered by or on behalf of the Borrower or Guarantors or Mortgagor 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.

- 32) 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 Asset 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 Asset or any part thereof.
- 33) On confirmation of sale by JMFARC and if the terms of payment have been complied with, the Authorized Officer shall issue Sale Certificate for Secured 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 Authorized Officer only upon satisfaction of the Authorized Officer with regards to the receipt of the entire bid consideration and other charges as per the terms contained herein.
- 34) 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, unless JMFARC in its sole discretion decides otherwise.
- 35) The bidder shall purchase the Secured Asset in the same condition that the Secured Asset exists on the date of sale. After issuance / handover of Sale Certificate, physical possession of the said Secured Asset will be handed over to the successful bidder / purchaser and thereafter the successful bidder/ purchaser shall hold the Secured Asset at his / her / their sole risk and cost as regards any loss or damage to the Secured Asset 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 successful bidder / purchaser shall not make any requisition for repairs or otherwise and the obligations of carrying out such repairs shall be solely that of the successful bidder/purchaser.
- 36) The Authorized Officer is selling the Secured Asset pursuant to the powers derived from the said SARFAESI Act and rules thereunder. The Secured Asset 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 Secured Asset 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, terms and conditions, acquisitions, charges, liens or



defects affecting the title of the Secured Asset. 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 Secured Asset and that the bidder is presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.

- 37) 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.
- 38) 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.
- 39) Disputes, if any, shall be settled before Courts and/or Tribunals having the in Mumbai.
- 40) 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) In case of sole bidder / offeror, the sale may be deferred and the Secured Asset may be brought for resale or otherwise sale will be deferred or cancelled.
- 3) Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- 4) No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case; the EMD in full will be forfeited.
- 5) Only upon successful 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.
- 6) 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) 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.



- 8) 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.
- 9) 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.
- 10) 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.
- 11) In case of any technical failure in submitting the bid or while bidding during the auction process, JMFARC nor its Authorised Officer nor its appointed agency or service provider shall be liable for any such technical failure.



**Authorized Officer**

**JM Financial Asset Reconstruction Company Limited**

*Acting for the trustee of the*

*JMFARC – Fabrics – August 2018 II - Trust, JMARC – Fabrics September 2018 III – Trust  
and JMFARC – Fabrics June 2019 III – 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 **Bombay Rayon Fashions 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
- (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: \_\_\_\_\_

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 AUCTION DETAILS

<b>Reserve Price</b>	As mentioned in schedule of Secured Assets above
<b>Earnest Money Deposit (EMD")</b>	As mentioned in schedule of Secured Assets above
<b>EMD Remittance</b>	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.
<b>Inspection of Secured Asset / Property</b>	As per the date and time mentioned in schedule of Secured Assets above
<b>Last date for submission of online application for BID</b>	<b>On October 17, 2024 till 5.00 P.M.</b>
<b>Date and time of e-auction</b>	<b>On October 18, 2024 between 11:00 AM to 12:00 noon</b> with auto- extension of five minutes each in the event of bids placed in the last five minutes.
<b>Bid Multiplier</b>	Rs. 5,00,000/- (Rupees Five Lakh Only)

Encumbrance: Nil & Not known to JMFARC.



(On appropriate stamp paper)

DECLARATION BY BIDDER

1. I/We, the Offeror/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the tender and public notice for Sale of the immovable and movable property situated at Latur ("**Secured Asset**"), in the matter of **Bombay Rayon Fashions Limited** (under Liquidation) 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 Offeror/s aforesaid do hereby confirm that I/We have taken inspection of the premises and its related documents 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 Asset.
3. I/We further declare that I/We intend to purchase the above referred Secured Asset from the Authorized Officer, JM Financial Asset Reconstruction Company Ltd. (acting in its capacity as trustee of JMFARC – Fabrics – August 2018 II - Trust, JMARC – Fabrics September 2018 III – Trust and JMFARC – Fabrics June 2019 III – 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 Secured Asset. I/We further declare that I/we are not a "*related party*" as defined under the Companies Act, 2013 and/or IBC to (1) Bombay Rayon Fashions Limited ("**Borrower**") (2) Mr. Janardan Agrawal (3) Mr. Prashant Agrawal (4) Mr. Aman Agrawal (5) Mrs. Vinita Agrawal, (6) STI India Ltd (7) Scotts Plantations Pvt Ltd (8) Best United Lifestyles Pvt Ltd (9) Reynold Shirting Ltd (10) B.R. Machine Tools Pvt Ltd (11) Copper Coin Realty Pvt Ltd (12) Bombay Rayon Holdings Limited (12) Latur Integrated Textile Park Private Limited (hereinafter collectively referred to as "**Obligors**").
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 the Obligors 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 Secured Asset.

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.

Yours sincerely,

.....

[Insert name of the Bidder / its Authorised Official]

[Designation]

[In case of Company, Rubber stamp/seal of the Company]



**SCHEDULE I**  
**Details of Movable assets**

[Note: The Purchaser/Bidder shall be inter alia responsible for due diligence of movable assets located at Secured Asset]

Sr. No	MACHINE NAME	MAKE	MODEL	TOTAL	Grand Total
1	BARTACK MACHINE	BROTHER	KE-430D-0-1	7	9
			NIL	1	
		JUKI	LK-1900	0	
		PFAFF	3371.00	1	
2	BUTTON ATTECH	BROTHER	BE-438-C	1	10
			BE-438-D	8	
		SUNSTAR	SPS/D-B1202-03	1	
3	BUTTON HOLE	BROTHER	HE-800A-2	4	10
			JUKI	LBH-780	
			LBH-781	3	
		SUNSTAR	SPS/D-BH3000G	2	
4	CHAIN STEACH DOUBLE NEEDLE	HIGH LEAD	GK-0058-2	2	7
		SILVER	SL3-800	2	
		TONIY	TI-380-2	3	
5	CHAIN STEACH THREE NEEDLE	FDM	MH-380-3N	5	17
		HIGH LEAD	GK-0058-8	12	
6	COLLAR TURNING	NAGI SING	NS-81 P	9	9
7	COLLER/ CUFF POINT MANUAL	NAGI SING	NS-44	2	2
8	CUFF TURNING	NAGI SING	NS-85 P	8	8
9	CUFF TURNING MANUAL	MODUS	M8-3300	1	1
10	DOUBLE NEEDLE SPLIT BAR	FDM	FD-845-3	2	70
			HIGH LEAD	GC-20528-M	
			GC-20578-M	3	
		JUKI	LH-3168	3	
		TONIY	T-184	2	
		TYPICAL	GC-6845	2	
11	DOUBLE NEEDLE STD BAR	BROTHER	T-8420B-003	6	23
			HIGH LEAD	GC-20518-M	
		JUKI	LH-3128	1	
		TYPICAL	GC-6842	1	
12	EDGE CUTTER SINGLE NEEDLE	FDM	DLM-5200	1	28
		HIGH LEAD	GC-188-MC	9	
		JUKI	DLM-5200N	10	
		TONIY	NIL	1	
		TYPICAL	GC-6170	2	
		UNICORN	LSZ-H530	1	
		ZOJE	ZJ5300	4	
13	FEED OF ARM	BROTHER	DA-9270-1	16	26
			DA-9270-3	2	
		DUKE	H-928-M	7	



		JUKI	MS-1190	1	
14	FLAT LOCK MACHINE	TONIY	GK31016-01 CB	2	3
		KANSAI	10001103.00	1	
15	KANSAI MULTI NEEDLE CHAIN STITCH	KANSAI SPECIAL	DFB-1404PMD	3	13
			FX-4404P	10	
			DFB1404PSF		
16	KANSAI SMOKING	KANSAI	DFB-1412P	2	2
17	KANSAI THREE NEEDLE CHAIN STITCH	KANSAI	DLR-1503PTF	3	3
18	NEEDLE DETECTOR MACHINE	DUKE SHANGHAI	JZQ-630K	1	1
19	OVER LOCK FIVE THREAD	BINARY	BA-757	1	46
		BROTHER	FBN310-5020-35-53F	1	
		FDM	FD757A	13	
			TI-757	4	
		FEIYUE	FY757A	7	
		JUKI	MO-3316E	1	
			MO-3616	4	
			MO-67165	1	
		PEGASUS	M732-35	1	
		SUNSTAR	SC-9106	10	
		TONIY	TI-3616	1	
		TYPICAL	GN-2000-5	2	
20	OVER LOCK FOUR THREAD	FDM	FDM 747-514	2	5
		FEIYUE	FY757A	2	
		YAMATO	31234	1	
21	OVER LOCK THREE THREAD	TYPICAL	GN-2000-3	7	7
22	PATTERN TRIMMER	MODSU	ST500A	2	2
23	PROFILE STITCHING (AUTO JIG)	MODUS	MB2-B778	32	32
24	SHADOW STITCH	TONY	GK-68	3	3
25	SINGLE NEEDLE NON UBT	BROTHER	DB2-B101-3	3	249
		FEIYUE	FY8700	83	
		JUKI	DDL-8300-N	163	
26	SINGLE NEEDLE UBT	JUKI	DDL-5530-N	13	1118
			DDL-5550N-3	11	
			DDL-5550N-7	15	
			DDL-8500-N	6	
			DDL-8700-7	89	
		FDM	FD 1-9009-9	500	
			FD8800-1D-080	3	
		HIGH LEAD	GC-188-MD	420	
		JACK	KJK-8988WD-3	61	
27	SNAP ATTACH MACHINE NUMATIC	BARREL	12BAR	2	16
		MERCURRY	FM63-50	5	
		NAGI SING	NS-45	1	



			SW-818	4	
		TONIY	4V310-10	4	
28	SNAP TESTING APPARATAS	SAF SAFETY SERIES	NIL	1	1
29	COLOR CROCKING MACHINE	NIL	NIL	1	1
30	WELT POCKET	DURKOPP-ADLER	100/58	1	1
31	BOTTEL PRESS	SILVER STAR	ES-300	9	9
32	REWINDING MACHINE	TONIY	H-04	1	2
			LINIX-85ZY220-100-F	1	
33	FLOOR CLEANING HAKOMATIC	ROOTS	E6050	2	2
34	FLOOR DUST CLEANING MACHINE	ROOTS	FLIPPER +	2	2
35	LOAN CUTTING MACHINE	BENSON AGRO ENGINEERING	EL-500	2	2
36	STEEL CUTTER MACHINE	HITACHI	CC145F	1	2
		PROMAX	NIL	1	
37	WEIGHT SCAL MACHINE	DELMER	RD155B 15 KG	1	4
		AVERY	A611W 30 KG	1	
		SANSUI	SPP 300 KG	1	
			SSP 50KG	1	
38	WELDING MACHINE	SI WELDING TRANSFORMER	200 POWER 1 P	1	3
	WELDING MACHINE	JKARC 300 POWER 2 P	RR SERIES	1	
	WELDING MACHINE	JKARC 400 POWER 3 P	R-16	1	
39	DIESEL GENERATOR	KILOSKER	RB66T(FE)	1	2
		POWERICA 250 KVA	PTS/CF31-01	1	
40	TRANSFORMER	INTRANS ELECTRO COMPONENTS	500 KVA	1	1
41	WATER PUMP ENGINE DIESEL	KIRLOSKAR	VARSHA-4	1	1
42	CAD GRAPHICS DIGITIZER BOARD	RICHPEACE	CE3318-05-08	1	1
43	CAD PLOTTER	RICHPEACE	MJ/2 180	1	1
44	CAD SOFTWARE KEY	RICHPEACE	GGs + GMS	1	3
		SAFENET SENTINEL	CAD	2	
45	AIR FLOTATION TABLE (MOTOR)	NIL	XGB-7	15	15
46	AIR FLOTATION TABLE (STARTER)	DELIXI	CDS36-2L/H	15	15



47	BAND KNIFE	EASTMAN	EC-700N	3	3
48	CLOTH DRILLING MACHINE	EASTMAN	CD3H	1	2
			DZ-1	1	
49	END CUTTING MACHINE	EASTMAN	EC-3	3	3
50	FUSING MACHINE	FIBLON	HBP-FA-1000DS	1	3
		MACPI	331.00-0200	1	
			333.00.-0200	1	
51	FUSING MACHINE (MINI PRESS)	FDM	500CS	1	15
		LASTER	DY-400	12	
		OSHIMA	LLKFM001	2	
52	SPREADER	EASTMAN	NA-800	3	3
53	STABILIZER	KRYKARI	NIL	1	4
		SAVIN	PLAT	3	
54	STABILIZER SEMI AUTOMATIC	FINE PACK	FP	1	1
55	STRAIGHT CUTTING MACHINE	EASTMAN	BLUE STRICK G629X 8"	10	10
56	EMBROIDAIRY MACHINE 20 HEAD	BARUDAN	BENSH-YH-20	1	1
57	STABILIZER	SKODA	SKD3Q	1	1
58	COLOR MATCHING CABINET	PARAMOUNT	NIL	1	1
59	FABRIC CHECKING MACHINE	RAMSON	NIL	1	1
60	AIR COMPRESSOR	FOUJI	MB 6 HP-1	1	3
		ELGI	TS15120HN	1	
		METRO INDIA	D 010 HP-2	1	
61	BOILER DIESEL	RAMSON	ROB707	1	1
62	BOILER ELECTRIC	AQUARIOUS	MNSGAF	1	2
		RAMSON	NIL	1	
63	IRON TABLE WITH VACCUM	AQUARIOUS	SS-3048	16	112
		AURA	AG-207P	12	
		RAMSON VEIT	HZ-50"UL-141"	15	
			NIL	22	
		ROTONDI	1980/1990	25	
1990	22				
64	STAIN MARK REMOVER MACHINE	RAMSON	CL-4	1	3
			CL1	1	
			CL5	1	
65	STRAPPING MACHINE	AISHWARYA ENTERPRISES	FP-9	1	2
		EAGLE	EMC-011	1	
66	THREAD SOUCKING MACHINE	RAMSON	TSM77	3	3
67	AIR COMPRESSOR	ATLAS COPCO	GX-5	1	1



68	BOILER DIESEL	THERMAX	NIL	1	1
69	BOILER WOODEN	MALWADKAR	NIL	1	1
70	DRIER	RAMSON	RTD-15	1	2
		RAMSON ELEC QUILL	RTD-50	1	
71	HYDRO	RAMSON	RNC-2005-15	1	2
			RNC-2005-50	1	
72	WASHING MACHINE	RAMSON	RHTP-100	1	3
			RHTP-15	1	
			RHTP-200	0	
		VERTOSTAR	RVW-430	1	



## ANNEXURE A

### UNDERTAKING BY BIDDER

(to be executed on appropriate stamp paper and Notarized)

To,  
The Authorised Officer  
JM Financial Asset Reconstruction Co. Ltd.  
7th Floor, Cnergy,  
Appasaheb Marathe Marg, Prabhadevi,  
Mumbai- 400025

Sub: Undertaking for disclosure of eligibility under Section 29A of the Insolvency and Bankruptcy Code, 2016 and for participation in the e-auction process for sale of property mortgaged/ hypothecated for the loans of Bombay Rayon Fashions Limited.

Dear Sir,

- A. I/We, \_\_\_\_\_, hereby 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 property mortgaged for the loans of Bombay Rayon Fashions Limited and more particularly mentioned hereinbelow ("said Property").
- B. I/We state that I 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 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 (1) Bombay Rayon Fashions Limited ("Borrower") (2) Mr. Janardan Agrawal (3) Mr. Prashant Agrawal (4) Mr. Aman Agrawal (5) Mrs. Vinita Agrawal, (6) STI India Ltd (7) Scotts Plantations Pvt Ltd (8) Best United Lifestyles Pvt Ltd (9) Reynold Shirting Ltd (10) B.R. Machine Tools Pvt Ltd (11) Copper Coin Realty Pvt Ltd and (12) Bombay Rayon Holdings Limited (collectively may be referred to as "Borrowers").
- C. 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:
- is an undischarged insolvent;
  - 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);
  - 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 favour 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)
- D. 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 Property, inter alia mortgaged/ hypothecated for the loans availed by the Borrower.
- E. 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, JM Financial Asset Reconstruction Co. Ltd. ("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 favour, 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 Property.
- F. 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.
- G. 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 the Applicant under this undertaking.
- H. 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.



- I. I/We agree and undertake to protect, defend, hold harmless, and indemnify JM Financial Asset Reconstruction Co. Ltd., 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;
- J. I/We confirm that the said undertaking, declaration and disclosure is true and correct.

Date:

Place:

For \_\_\_\_\_

\_\_\_\_\_

Name:

Designation:



## DESCRIPTION OF MORTGAGED PROPERTY

All that piece of leasehold land known as Plot No. D-68 in the Addl. Latur Industrial Area, within the village limits of Khandapur and outside limits of Latur Municipal Council, Taluka Latur, District Latur containing by admeasurement 2,00,000 square meters or thereabouts and bounded as follows that is to say:-

On or towards the North by: MIDC Land  
 On or towards the South by: MIDC Road 30.00 mtr R/W  
 On or towards the East by: MIDC Road 30.00 mtr R/W  
 On or towards the West by: MIDC Land

Together with, inter alia, all present and future assets lying at the property, including but not limited to current assets of the Borrower.

### Details of Movable assets

[Note: The Purchaser/Bidder shall be inter alia responsible for due diligence of movable assets located at Secured Asset]

Sr. No	MACHINE NAME	MAKE	MODEL	TOTAL	Grand Total
1	BARTACK MACHINE	BROTHER	KE-430D-0-1	7	9
			NIL	1	
		JUKI	LK-1900	0	
		PFAFF	3371.00	1	
2	BUTTON ATTECH	BROTHER	BE-438-C	1	10
			BE-438-D	8	
		SUNSTAR	SPS/D-B1202-03	1	
3	BUTTON HOLE	BROTHER	HE-800A-2	4	10
			JUKI	LBH-780	
			LBH-781	3	
		SUNSTAR	SPS/D-BH3000G	2	
4	CHAIN STEACH DOUBLE NEEDLE	HIGH LEAD	GK-0058-2	2	7
		SILVER	SL3-800	2	
		TONIY	TI-380-2	3	
5	CHAIN STEACH THREE NEEDLE	FDM	MH-380-3N	5	17
		HIGH LEAD	GK-0058-8	12	
6	COLLAR TURNING	NAGI SING	NS-81 P	9	9
7	COLLER/ CUFF POINT MANUAL	NAGI SING	NS-44	2	2
8	CUFF TURNING	NAGI SING	NS-85 P	8	8
9	CUFF TURNING MANUAL	MODUS	M8-3300	1	1
10	DOUBLE NEEDLE SPLIT BAR	FDM	FD-845-3	2	70
		HIGH LEAD	GC-20528-M	58	



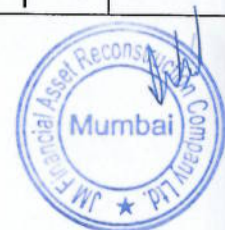
			GC-20578-M	3	
		JUKI	LH-3168	3	
		TONIY	T-184	2	
		TYPICAL	GC-6845	2	
11	DOUBLE NEEDLE STD BAR	BROTHER	T-8420B-003	6	23
		HIGH LEAD	GC-20518-M	15	
		JUKI	LH-3128	1	
		TYPICAL	GC-6842	1	
12	EDGE CUTTER SINGLE NEEDLE	FDM	DLM-5200	1	28
		HIGH LEAD	GC-188-MC	9	
		JUKI	DLM-5200N	10	
		TONIY	NIL	1	
		TYPICAL	GC-6170	2	
		UNICORN	LSZ-H530	1	
		ZOJE	ZJ5300	4	
13	FEED OF ARM	BROTHER	DA-9270-1	16	26
			DA-9270-3	2	
		DUKE	H-928-M	7	
		JUKI	MS-1190	1	
14	FLAT LOCK MACHINE	TONIY	GK31016-01 CB	2	3
		KANSAI	10001103.00	1	
15	KANSAI MULTI NEEDLE CHAIN STITCH	KANSAI SPECIAL	DFB-1404PMD	3	13
			FX-4404P DFB1404PSF	10	
16	KANSAI SMOKING	KANSAI	DFB-1412P	2	2
17	KANSAI THREE NEEDLE CHAIN STITCH	KANSAI	DLR-1503PTF	3	3
18	NEEDLE DETECTOR MACHINE	DUKE SHANGHAI	JZQ-630K	1	1
19	OVER LOCK FIVE THREAD	BINARY	BA-757	1	46
		BROTHER	FBN310-5020-35- 53F	1	
		FDM	FD757A	13	
			TI-757	4	
		FEIYUE	FY757A	7	
		JUKI	MO-3316E	1	
			MO-3616	4	
			MO-67165	1	
		PEGASUS	M732-35	1	
		SUNSTAR	SC-9106	10	
		TONIY	TI-3616	1	
		TYPICAL	GN-2000-5	2	
20	OVER LOCK FOUR THREAD	FDM	FDM 747-514	2	
		FEIYUE	FY757A	2	
		YAMATO	31234	1	
21	OVER LOCK THREE THREAD	TYPICAL	GN-2000-3	7	7
22	PATTERN TRIMMER	MODSU	ST500A	2	2



23	PROFILE STITCHING (AUTO JIG)	MODUS	MB2-B778	32	32
24	SHADOW STITCH	TONY	GK-68	3	3
25	SINGLE NEEDLE NON UBT	BROTHER	DB2-B101-3	3	249
		FEIYUE	FY8700	83	
		JUKI	DDL-8300-N	163	
26	SINGLE NEEDLE UBT	JUKI	DDL-5530-N	13	1118
			DDL-5550N-3	11	
			DDL-5550N-7	15	
			DDL-8500-N	6	
			DDL-8700-7	89	
		FDM	FD 1-9009-9	500	
			FD8800-1D-080	3	
		HIGH LEAD	GC-188-MD	420	
		JACK	KJK-8988WD-3	61	
27	SNAP ATTACH MACHINE NUMATIC	BARREL	12BAR	2	16
		MERCURRY	FM63-50	5	
		NAGI SING	NS-45	1	
			SW-818	4	
		TONIY	4V310-10	4	
28	SNAP TESTING APPARATAS	SAF SAFETY SERIES	NIL	1	1
29	COLOR CROCKING MACHINE	NIL	NIL	1	1
30	WELT POCKET	DURKOPP-ADLER	100/58	1	1
31	BOTTEL PRESS	SILVER STAR	ES-300	9	9
32	REWINDING MACHINE	TONIY	H-04	1	2
			LINIX-85ZY220-100-F	1	
33	FLOOR CLEANING HAKOMATIC	ROOTS	E6050	2	2
34	FLOOR DUST CLEANING MACHINE	ROOTS	FLIPPER +	2	2
35	LOAN CUTTING MACHINE	BENSON AGRO ENGINEERING	EL-500	2	2
36	STEEL CUTTER MACHINE	HITACHI	CC145F	1	2
		PROMAX	NIL	1	
37	WEIGHT SCAL MACHINE	DELMER	RD155B 15 KG	1	4
		AVERY	A611W 30 KG	1	
		SANSUI	SPP 300 KG	1	
			SSP 50KG	1	
38	WELDING MACHINE	SI WELDING TRANSFORMER	200 POWER 1 P	1	3
	WELDING MACHINE	JKARC 300 POWER 2 P	RR SERIES	1	
	WELDING MACHINE	JKARC 400 POWER 3 P	R-16	1	



39	DIESEL GENERATOR	KILOSKER	RB66T(FE)	1	2
		POWERICA 250 KVA	PTS/CF31-01	1	
40	TRANSFORMER	INTRANS ELECTRO COMPONENTS	500 KVA	1	1
41	WATER PUMP ENGINE DIESEL	KIRLOSKAR	VARSHA-4	1	1
42	CAD GRAPHICS DIGITIZER BOARD	RICHPEACE	CE3318-05-08	1	1
43	CAD PLOTTER	RICHPEACE	MJ/2 180	1	1
44	CAD SOFTWARE KEY	RICHPEACE	GGs + GMS	1	3
		SAFENET SENTINEL	CAD	2	
45	AIR FLOTATION TABLE (MOTOR)	NIL	XGB-7	15	15
46	AIR FLOTATION TABLE (STARTER)	DELIXI	CDS36-2L/H	15	15
47	BAND KNIFE	EASTMAN	EC-700N	3	3
48	CLOTH DRILLING MACHINE	EASTMAN	CD3H	1	2
			DZ-1	1	
49	END CUTTING MACHINE	EASTMAN	EC-3	3	3
50	FUSING MACHINE	FIBLON	HBP-FA-1000DS	1	3
		MACPI	331.00-0200	1	
			333.00.-0200	1	
51	FUSING MACHINE (MINI PRESS)	FDM	500CS	1	15
		LASTER	DY-400	12	
		OSHIMA	LLKFM001	2	
52	SPREADER	EASTMAN	NA-800	3	3
53	STABILIZER	KRYKARI	NIL	1	4
		SAVIN	PLAT	3	
54	STABILIZER SEMI AUTOMATIC	FINE PACK	FP	1	1
55	STRAIGHT CUTTING MACHINE	EASTMAN	BLUE STRICK G629X 8"	10	10
56	EMBROIDAIRY MACHINE 20 HEAD	BARUDAN	BENSH-YH-20	1	1
57	STABILIZER	SKODA	SKD3Q	1	1
58	COLOR MATCHING CABINET	PARAMOUNT	NIL	1	1
59	FABRIC CHECKING MACHINE	RAMSON	NIL	1	1
60	AIR COMPRESSOR	FOUJI	MB 6 HP-1	1	3
		ELGI	TS15120HN	1	
		METRO INDIA	D 010 HP-2	1	



61	BOILER DIESEL	RAMSON	ROB707	1	1
62	BOILER ELECTRIC	AQUARIOUS	MNSGAF	1	2
		RAMSON	NIL	1	
63	IRON TABLE WITH VACCUM	AQUARIOUS	SS-3048	16	112
		AURA	AG-207P	12	
		RAMSON VEIT	HZ-50"UL-141"	15	
			NIL	22	
		ROTONDI	1980/1990	25	
			1990	22	
64	STAIN MARK REMOVER MACHINE	RAMSON	CL-4	1	3
			CL1	1	
			CL5	1	
65	STRAPPING MACHINE	AISHWARYA ENTERPRISES	FP-9	1	2
		EAGLE	EMC-011	1	
66	THREAD SOUCKING MACHINE	RAMSON	TSM77	3	3
67	AIR COMPRESSOR	ATLAS COPCO	GX-5	1	1
68	BOILER DIESEL	THERMAX	NIL	1	1
69	BOILER WOODEN	MALWADKAR	NIL	1	1
70	DRIER	RAMSON	RTD-15	1	2
		RAMSON ELEC QUILL	RTD-50	1	
71	HYDRO	RAMSON	RNC-2005-15	1	2
			RNC-2005-50	1	
72	WASHING MACHINE	RAMSON	RHTP-100	1	3
			RHTP-15	1	
			RHTP-200	0	
		VERTOSTAR	RVW-430	1	

### 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)

