


**AXIS BANK LIMITED** (CIN: L65110GJ1993PLC020769)

 Structured Assets Group, Corporate Office, "Axis House", C-2, 7<sup>th</sup> Floor, Wadia Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400025.

Tel: +91 22 24255728, Mob.-9769798789, www.axisbank.com

 Registered Office: "Trishul", 3<sup>rd</sup> Floor, Opp. Samarsheshwar Temple, Near Law Garden, Ahmedabad - 380006

**PUBLIC NOTICE FOR SALE/E-AUCTION**

As per Appendix IV-A read with rule 8(6) of the Security Interest (Enforcement) Rules, 2002

E-Auction Sale Notice for Sale of the Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act 2002) read with proviso to Rule 8(6) and Rule 9 of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower i.e. Onus Enterprises Pvt. Ltd. and Guarantor(s)/Mortgagor(s)/Owner(s) i.e. Kalpesh Shah and Trupti Shah that the below described immovable properties (in the name of Kalpesh Shah and Trupti Shah) mortgaged/charged to Axis Bank Ltd. i.e. the Secured Creditor, the physical possession of which have been taken by the Authorised Officer of Axis Bank Limited (Secured Creditor), will be sold on **"As is Where Is Basis", "As Is What Is Basis", "Whatever There Is Basis" and "No recourse Basis" on November 10<sup>th</sup>, 2020 at 11 a.m to 1 p.m.**, for recovery of Rs. 13,19,75,294/- (Rupees Thirteen Crore Nineteen Lakh Seventy Five Thousand Two Hundred and Ninety Four only) as on 26.11.2018 along with further interest thereon at the contractual rate of interest till the date of payment, incidental expenses, other charges, costs etc. due to the Secured Creditor from Principal Borrower, Onus Enterprises Pvt. Ltd. and Kalpesh Shah and Trupti Shah (Guarantors/ Mortgagors) for the below mentioned properties for various facilities enjoyed by the Borrower. The details of Reserve Price and Earnest Money Deposit of the immovable properties are given below.

DESCRIPTION OF PROPERTY	RESERVE PRICE (in RS.)	EARNEST MONEY DEPOSIT (EMD)
<b>Lot I:</b> Flat No. 1501, 15th floor, admeasuring 1373 sq. ft. (built-up area approx.), along with 3 stilt car parking, Moraj Kasa Granade Building, Plot No. 57, Gyan Vikash Road, Sec 17, Koparkhairane, Navi Mumbai, Thane	2,22,00,000	22,20,000
<b>Lot II:</b> Flat No. 304 admeasuring 505 sq. ft. (super built-up) and 353.5 sq. ft. (carpet area) or thereabouts, 3rd floor, G Wing, Plot No. A-20,A-21, A-36, A-37, Om Sai Krupa CHS, Sec 19-A, Koparkhairane, Navi Mumbai	38,00,000	3,80,000
<b>Lot III:</b> Flat No. B-003 admeasuring 248 sq. ft. (carpet area) Ground floor, B Wing, Sai Darshan CHS Ltd., Plot No. A-34 & 35, Sector 19, Koparkhairane, Navi Mumbai, Thane	27,00,000	2,70,000
<b>Lot IV:</b>	29,00,000	2,90,000

Office No. 528 admeasuring 190 sq. ft. (carpet area), 5th Floor, Goritham Premises CHSL, Plot No. 14 B, Sector 19, Vashi, Navi Mumbai, Thane		
<b>Lot V:</b> Office No. 634, admeasuring 190 sq. ft. (carpet area), 6th Floor, Goritham Premises CHSL, Plot No. 14 B, Sector 19, Vashi, Navi Mumbai, Thane	29,00,000	2,90,000
<b>Lot VI:</b> Office No. 633, admeasuring 180 sq. ft. (carpet area), 6th Floor, Goritham Premises CHSL, Plot No. 14 B, Sector 19, Vashi, Navi Mumbai, Thane	28,00,000	2,80,000

Physical possession of the above properties are taken by the Mandal Adhikari, Tehsildar, Thane on 24<sup>th</sup> February 2020 in accordance with order dated 07<sup>th</sup> August 2019 passed by the District Magistrate, Thane under section 14 of the SARFAESI Act, 2002 and handed over the physical possession to the Authorised Office of Axis Bank Limited.

Last date for submission of bid and EMD Remittance	Demand Draft/Pay Order in the favour of 'Axis Bank Ltd.' payable at Mumbai, to be submitted <b>on or before 6<sup>th</sup> November 2020 by 6:00 p.m.</b> at the following address :- Mr. Sandeep Kumar Agrawal, Axis Bank Ltd., 7th Floor, "Axis House", Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025. Land line No.: +91 22 24255728 Mob: +91 9769798789
Inspection of Property	For inspection from October 26, 2020 to November 5, 2020, please contact Mr. Subodh Singh (Ex-Servicemen) on +91 7720 019862.
Date and time of e-auction	<b>10<sup>th</sup> November 2020 between 11.00 a.m. to 1.00 p.m.</b> with auto-extension of five minutes each in the event of bids placed in the last five minutes.
Bid Increment Amount	Rs. 50,000/- (Rupees Fifty Thousand Only)

Encumbrance known to the Secured Creditor: The pending maintenance dues for the flat at Lot No. I are Rs. 41,869/- as claimed by the society till June 2020.

The Flat at Lot I is also mortgaged to Axis Bank Ltd. for the home loan taken by Mr. Kalpesh Shah. The outstanding dues as on 03.09.2020 towards the home loan is Rs. 95,82,964/-.

The Borrower/Guarantor(s)/Mortgagor(s) attention is invited to provisions of sub-section (8) of Section 13 of the Act, in respect of time available, to redeem the secured assets.

This notice should be considered as 30 days' notice to the Borrowers /Guarantors / Mortgagors under Rule 8 (6) of The Security Interest (Enforcement) Rules, 2002.

For detailed terms and conditions of the sale, please refer to the link provided in <https://www.axisbank.com/auction-notices/> and/or <https://axisbank.auctiontiger.net>.

**Date: October 21, 2020**

**Place: Mumbai**

Sandeep Agrawal  
Authorised Officer  
Axis Bank Ltd.  
Mobile No.- 9769798789

AXISB/SAG/SA/20-21/98 dated October 21, 2020

**TENDER DOCUMENT**

**TERMS OF INVITATION AND SALE**

**AXIS BANK LTD.**  
**Structured Assets Group, 7<sup>th</sup> Floor, Axis House, C-2,**  
**Wadia International Centre, P.B. Marg, Worli, Mumbai -400025.**  
**Tel.-022-24255728/9769798789**  
**[www.axisbank.com/auction-notice](http://www.axisbank.com/auction-notice)**

## DETAILS

1.	<b>Name of Borrower : Onus Enterprises Pvt. Ltd.</b>		
2.	Outstanding Amount as per Demand Notice	<p><b>Rs. 13,19,75,294/- (Rupees Thirteen Crore Nineteen lakh Seventy Five Thousand Two Hundred and Ninety Two only)</b> as on 26<sup>th</sup> November 2018 along with further interest thereon w.e.f. 27<sup>th</sup> November 2018 at the contractual rate of interest till the date of payment, incidental expenses, other charges, costs etc. due to Axis Bank Limited.</p> <p>Rs. 95,82,964/- as on 03.09.2020 along with further interest thereon w.e.f. 04<sup>th</sup> September 2020 at the contractual rate of interest till the date of payment, incidental expenses, other charges, costs etc. due to Axis Bank Limited towards the home loan taken by Mr. Kalpesh Shah against Flat at Lot No. I.</p>	
3.	Possession of the scheduled properties taken on	Physical possession of the below mentioned properties was taken by the Tahsildar through Mandal Adhikari, Tehsildar, Thane on 24 <sup>th</sup> February 2020 in accordance with order dated 07 <sup>th</sup> August 2019 passed by the District Magistrate, Thane under section 14 of the SARFAESI Act, 2002 and handed over the physical possession to the undersigned being Authorised Office of Axis Bank Limited.	
4.	<b>Description of the "Secured Asset" in the name of Mortgagors/Guarantors offered for sale (herein after referred as the "Scheduled Property" or the "said Property" or the "Secured Asset")</b>	<b>Reserve Price, below which the Secured Asset shall not be sold (Rs.)</b>	<b>Earnest Money Deposit (EMD) (In Rs.)</b>
I.	<b>Lot I:</b> Flat No. 1501, 15th floor, admeasuring 1373 sq. ft. (built-up area approx.), along with 3 stilt car parking, Moraj Kasa Granade Building, Plot No. 57, Gyan Vikash Road, Sec 17, Koparkhairane, Navi Mumbai, Thane	2,22,00,000	22,20,000
II.	<b>Lot II:</b> Flat No. 304 admeasuring 505 sq. ft. (super built-up) and 353.5 sq. ft. (carpet area) or thereabouts, 3rd floor, G Wing, Plot No. A-20, A-21, A-36, A-37, Om Sai Krupa CHS, Sec 19-A, Koparkhairane, Navi Mumbai	38,00,000	3,80,000
III.	<b>Lot III:</b> Flat No. B-003 admeasuring 248 sq. ft. (carpet area) Ground floor, B Wing, Sai Darshan CHS Ltd., Plot No. A-34 & 35, Sector 19, Koparkhairane, Navi Mumbai, Thane	27,00,000	2,70,000
IV.	<b>Lot IV:</b> Office No. 528 admeasuring 190 sq. ft. (carpet area), 5th Floor, Goritham Premises CHSL, Plot No. 14	29,00,000	2,90,000

	B, Sector 19, Vashi, Navi Mumbai, Thane		
V.	<b>Lot V:</b> Office No. 634, admeasuring 190 sq. ft. (carpet area), 6th Floor, Goritham Premises CHSL, Plot No. 14 B, Sector 19, Vashi, Navi Mumbai, Thane	29,00,000	2,90,000
VI.	<b>Lot VI:</b> Office No. 633, admeasuring 180 sq. ft. (carpet area), 6th Floor, Goritham Premises CHSL, Plot No. 14 B, Sector 19, Vashi, Navi Mumbai, Thane	28,00,000	2,80,000
5.	Notice for Sale Publication Details	Free Press Journal (English, Mumbai Edition) and Navashakti (Marathi, Mumbai Edition) dated 21.10.2020	
6.	Contact person sale related queries	Sandeep Kumar Agrawal 022-24255728 or Mobile- 9769798789 or <a href="mailto:sandeep1.agrawal@axisbank.com">sandeep1.agrawal@axisbank.com</a>	
7.	Inspection of Property	For inspection from October 26, 2020 to November 5, 2020, please contact Mr. Subodh Singh (Ex-Servicemen) on +91 7720 019862. Inspection shall be provided with prior appointment only.	
8.	Submission of the EMD and sealed bids should be done latest by	Demand Draft/Pay Order in the favour of 'Axis Bank Ltd.' payable at Mumbai <b>on or before 6<sup>th</sup> November 2020 by 6:00 p.m.</b>	
9.	Place of submission of EMD	<b>Mumbai</b> – Mr. Sandeep Kumar Agrawal, Axis Bank Ltd., 7 <sup>th</sup> Floor, "Axis House", C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025	
10	Date and time of e-auction	<b>10<sup>th</sup> November 2020 between 11.00 a.m. to 1.00 p.m.</b> with unlimited extension of five minutes each in the event of bids placed in the last five minutes.	
11	Encumbrance known to the secured creditor	The pending maintenance dues for the flat at Lot no. I are Rs. 41,869/- as claimed by the society till June 2020.	
12	Bid Increment amount at the auction sale	Rs. 50,000 & in such Multiples	
13	E-auction website	<a href="https://axisbank.auctiontiger.net">https://axisbank.auctiontiger.net</a>	
14	Contact person for e auction related details	Mr. Chitan Bhatt Mobile- Mob. : 9978591888 And Phone : 0796813 6855, 6854, 6870, 6851,6894,9872; Mail id : maharashtra@Auctiontiger.net / <a href="mailto:support@auctiontiger.net">support@auctiontiger.net</a> / <a href="mailto:chintan.bhatt@auctiontiger.net">chintan.bhatt@auctiontiger.net</a>	
15	Dates for Inspection of Secured Assets	October 26, 2020 to November 5, 2020	
16	Terms and Conditions of Sale	As mentioned below	

## TERMS AND CONDITIONS OF THE INVITATION AND SALE

1. The Secured Assets are being sold on **“As Is Where Is Basis”, “As Is What Is Basis”, “Whatever There Is Basis”** and **“No Recourse Basis”**.

All liabilities, encumbrances, dues of authorities and departments, statutory or otherwise, and other dues (by whatever name called in whichever form, mode, manner), if any, in respect of the Secured Assets and if payable in law and/or attachable to the Secured Assets/sale proceeds, shall be the sole responsibility and to the account of the prospective buyer/s (also known as “Offeror/s”). Accordingly, the sale proceeds arising out of the proposed sale hereunder shall not be available for payment of any such liabilities, encumbrances, dues etc., and the sale proceeds shall be exclusive of all such liabilities, encumbrances, dues, (by whatever name called) whether known or unknown. The Secured Assets are being sold with all known and unknown encumbrances, if any, except the encumbrance by way of mortgage / charge and liabilities to Axis Bank Ltd.

2. Neither the Bank nor the Authorised Officer undertakes any responsibility to procure any permission/ license/ approvals etc. from any person/ department/ authority/ Government etc. in respect of the Secured Asset offered for sale.
3. Bank/ Authorised Officer does not make any representations regarding the existence or otherwise of aforesaid liabilities, encumbrances, dues etc. The Offeror/s may do his / their own necessary due diligence in this regard.
4. The person(s) interested in submitting quotations/offers/bids shall submit their online bids (such person(s) giving the quotation/offer/bid is herein after referred to as “Offeror”/Bidder” and the quotation/offer given is hereinafter referred to as “Offer/ Bid”) for purchase of the Secured Assets as mentioned herein above in the prescribed Offer/ Bid Form as specified in **Annexure I** herein and available in auction portal i.e. <https://axisbank.auctiontiger.net> to those who have submitted the EMD amount with the Bank within the time period prescribed hereinabove. An Offeror would be required to submit (i) full name of the bidder (ii) copy of PAN Card (iii) Active Mobile Number (iv) Email Address and (v) Address proof as well as credit worthiness / financial standing, in the form and manner acceptable to the Bank / Authorised Officer, in an envelope which should be subscribed with the words **“Auction related documents for purchase of Secured Assets in the matter of M/s. Onus Enterprises Pvt. Ltd.”** and the said envelope should be to Mr. Sandeep Kumar Agrawal in Mumbai on the address mentioned hereinabove during working hours of the Bank (except Sunday and Bank Holidays) latest by 6:00 PM on or before **6<sup>th</sup> November 2020**. Any Bid not in the prescribed Bid Form may be treated as invalid. No correspondence shall be entertained in this behalf.
5. Please note that intending bidders may avail training for online bidding from M/s. e-Procurement Technologies. Ltd., A-801, Wall Street - 2, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006, Gujarat.: Contact Persons: Mr. Chintan Bhatt Mobile- Mob. : 9978591888 And Phone : 0796813 6855, 6854, 6870, 6851,6894,9872; Mail id:maharashtra@Auctiontiger.net/[support@auctiontiger.net](mailto:support@auctiontiger.net)/[chintan.bhatt@auctiontiger.net](mailto:chintan.bhatt@auctiontiger.net).
6. The Offeror/Bidder shall remit the EMD as mentioned above by way of pay order/demand draft drawn on a Scheduled Bank in favour of **“Axis Bank Ltd.”** payable at Mumbai at Axis Bank Ltd., Structured Assets Group, 7<sup>th</sup> Floor, “Axis House” C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025. The EMD shall not carry any interest. The EMD shall be returned (without any interest thereon) to the

unsuccessful Offeror/Bidder by the Authorised Officer / Bank in due course of time after conclusion of the auction. The EMD shall not be refundable in case of a Successful Offeror/Bidder and shall either be adjusted against the purchase consideration or be forfeited in accordance with this Tender Document. **Only those who have submitted the EMD amount as mentioned hereinabove on or before 6<sup>th</sup> November 2020 by 6:00 pm shall be able to access the auction portal.** Eligible bidder(s) who have duly paid the EMD amount as mentioned hereinabove and submitted the KYC documents as required, shall be contacted and provided with User ID and Password for participating and submitting bids in the e-auction portal. The e-auction will be conducted on **10<sup>th</sup> November 2020 between 11:00 a.m. and 1:00 p.m.** Bids submitted in the format, other than what is prescribed in the portal shall not be eligible for consideration and will be liable for rejection.

7. The Secured Asset will be sold by way of e-auction through website **<http://axisbank.auctiontiger.net>** of 'e-procurement technologies Ltd.' (auction tiger), the Bank approved service provider, who are assisting the Authorised Officer in conducting the e-auction.
8. The inspection can be done with prior intimation from October 26, 2020 to November 5, 2020 from 11 a.m. to 5 p.m. For inspection, please contact Mr. Subodh Singh (Ex-Servicemen) on +91 7720 019862. The persons deputed for inspection by the Offeror/Bidder should carry with him/them appropriate authorisations on the letterhead of the organization/person, he/she/they represent(s), failing which inspection may be refused.
9. The Bank shall make available to the prospective Bidder(s) / Offeror(s) all the relevant papers, documents, notices etc. with respect to Secured Assets and proceedings under the SARFAESI Act and Rules made thereunder for perusal / verification by the Offeror(s). The Offeror(s) may, if he / she / it / they so desire, peruse / verify the same at a time mutually convenient to the Bank and the Offeror(s) – with prior appointment on any working day other than Saturdays, Sundays and Bank holidays. However, no photocopies of the documents etc. shall be given to the prospective buyer(s) / Offeror(s).
10. By accepting this document the Offeror/Bidder undertakes to keep the information gathered during the due diligence process including information available as per Bank's records / interaction with Bank officials, confidential and not to disclose the said information etc. to any person / entity and shall not use the said information etc., for any purpose other than making an Offer pursuant to the Tender Document / Auction Notice.
11. The Offeror/Bidder may improve their offers by way of inter se bidding among the bidders. The inter se bidding shall commence at the amount of highest bid received via sealed bids. The bidder(s) may improve their offer in multiple of the amounts mentioned under the column "Bid Increment Amount". In case bid is placed in the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes. The bidder who submits the highest bid amount (not below the Reserve Price) on closure of e-Auction process shall be declared as a Successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Authorised Officer/ Secured Creditor.
12. The eligible Bidder(s) may participate in the e-auction quoting/ bidding from their own offices/ place of their choice. Internet connectivity shall have to be arranged by each bidder himself/ herself/ itself/ themselves. The Authorised Officer/ Axis Bank/ e-auction service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc. The e-auction will be conducted on

**10<sup>th</sup> November 2020 between 11.00 a.m. to 1.00 p.m.** Auto extension i.e. in case a bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes. The bidder(s) may improve their offer by Rs.50,000/- and in multiple thereof for all Lots. The bidder who emerges as the highest bidder on closure of e-auction process shall be declared as Successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval of the Authorised Officer/ Secured Creditor(s).

13. By accepting this document, the Bidder(s) undertakes not to question, challenge, raise issues against the decision of the Bank/Authorised Officer, in any court of law, tribunal, forum, regulatory authority etc.
14. Authorised Officer / Bank reserves the right to reject any/or all the Offers including the highest Offer or adjourn, postpone or cancel the sale / auction without assigning any reason thereof.
15. In case, only single bid is submitted for abovementioned Secured Asset then Authorised Officer/ Axis Bank, at its sole discretion, may declare such bidder as Successful Bidder.
16. Borrower Company have been admitted under the Insolvency and Bankruptcy Code, 2016 vide order dated March 03, 2020 passed by National Company Law Tribunal, Mumbai.
17. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by Authorised Officer / Bank. Offeror/Bidder acknowledges that Bank / Authorised Officer is not obliged to respond to questions or to provide clarifications.
18. The Successful Offeror/Bidder shall be required to pay minimum 25% (including the EMD amount) of the Offer amount / final Purchase Consideration by D.D. or P.O. in favour of "Axis Bank Ltd." or electronic means like RTGS/SWIFT transfer, immediately i.e. on the same day or not later than next working day, upon being declared as "Successful Offeror/Bidder" and the balance 75% of the purchase consideration within fifteen days from the date of confirmation of sale or such extended period (as may be agreed upon in writing between the Successful Bidder(s) and the Bank, in any case not exceeding three months) from the date of confirmation of sale, by way of Demand Draft / Pay Order drawn on a Scheduled Bank in favour of "Axis Bank Ltd" or electronic means like RTGS/SWIFT transfer.
19. In the event of any default in payment of purchase consideration in full, or if the sale is not completed by reason of any default on the part of the Successful Offeror/Bidder, the Authorised Officer, shall be entitled to forfeit all the moneys/EMD/purchase consideration till then paid by the Successful Offeror/Bidder and put up the Secured Assets for resale/disposal or at his discretion, may call upon the second highest Offeror(s) and negotiate for the best value. Further, all costs, charges and expenses (by whatever name called including legal and other fees) incurred by Bank, on account of such resale shall be borne by the defaulting Successful Offeror/Bidder who shall also be bound to make good any deficiency in eventual Purchase Consideration arising on such resale. However, such defaulting Successful Offeror/Bidder shall neither be entitled to make any claim in the event of the Secured Assets realising higher price on such resale nor ask for a refund of any sorts.
20. All costs, expenses, taxes relating to or incidental to the sale and / or transfer of the Secured Assets including but not limited to charges with respect to adjudication of stamp duty, payment of stamp duty, registration charges, cess, sales tax and excise / VAT/GST, transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Secured Assets and further documentation charges



including but not limited to conveyance, stamp duty, fees/charges/premium payable to Housing Society etc., shall be borne by the Successful Offeror/Bidder.

21. In case the final price, exceeds Rs. 50 lakh, the Offeror/Bidder is require to deduct the TDS @1% under section 194IA of the Income tax Act on the aggregate offer/bid amount/sale consideration and deposit the same with the Income Tax authority in the name of property owner and furnish the details of the same with the Bank.
22. Transfer of the Secured Assets to the Successful Offeror/Bidder shall be effected by the Authorised Officer by execution of the Sale Certificate as per the format annexed as **Annexure II** hereto in accordance with the Security Interest (Enforcement) Rules, 2002, only upon receipt and realisation from the Successful Offeror of the entire purchase consideration and execution by Successful Offeror of such other documents as may be deemed necessary by the Authorised Officer.
23. As from the date of confirmation of the Offer as Successful Offer of the Secured Assets, all the risks, costs, responsibilities including the risks and costs as regards any loss or damage to the Secured Assets by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever shall be that of the Successful Offeror/Bidder and neither Axis Bank nor the Authorised Officer shall be liable for any such loss or damages.
24. By accepting this document the Offeror(s)/Bidder / Successful Offeror undertakes to keep the Bank indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by Bank for the enforcement of this indemnity), which the Bank shall suffer as a result of any failure on the part of the Successful Offeror / Bidder and to meet and clear any such liabilities, encumbrances and dues or any claim, proceedings, litigations, made by any person related or unrelated to the Secured Assets in respect of such liabilities, encumbrances and dues. By accepting this document the Offeror(s) / Bidder / Successful Offeror undertakes to keep the Bank indemnified and save harmless the Bank from any and all claims, losses, penalties, damages etc., on account of any deficiency in respect of stamp duty payable on the Sale Certificate which shall be executed in favour of the Successful Offeror /Bidder / Purchaser by the Bank for sale of the Secured Assets under provisions the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Rules made thereunder.
25. The Offeror / Bidder (s), in order to protect his/their individual interests is/are advised to verify the Secured Assets, conduct due diligence at his/their own costs in respect of the same, as well as ascertain the known and unknown liabilities, encumbrances and any other dues from the concerned authorities or stakeholders/claimants to their satisfaction before submitting the Offers. Any Offer made shall be deemed to have been submitted after complete satisfaction of title (including mortgage / charge of the Bank) of the property / Secured Assets and / or all claims there against and after due & proper inspection of the Secured Assets and hence the Offeror/ Bidder (s) shall not be entitled to make any requisition or raise any query/objection vis-à-vis Authorised Officer/ Bank as to the title (including mortgage / charge of the Bank) or condition of the Secured Assets or any part thereof or any dues / taxes / levies irrespective as to whether disclosed or undisclosed.
26. It is presumed and understood that by submitting an Offer, the Offeror /Bidder(s) has made his/their own independent assessment, due-diligence, legal and otherwise of the Secured Assets and their condition and has sought independent professional, financial and legal advice.

- 27.** Conditional offers may be treated as invalid and contingent Offers shall be treated as invalid.
- 28.** The Successful Offeror/Bidder shall be bound by the regulations of the local / any other authority, as applicable with regard to the use of the Secured Assets in question.
- 29.** The Offeror / Bidder (s) shall not be entitled to withdraw or cancel an Offer/Bid once submitted.
- 30.** The Authorised Officer reserves its right to reject any or all Offers without assigning any reason and in case all the Offers are rejected, either to hold negotiations with any of the Offeror / Bidder or sell the assets through private negotiations with any of the Offeror / Bidder or any other party/parties or invite fresh Offers or through any other process. The Authorised Officer also reserves its right to cancel this sale process at any stage before confirmation of the sale and in that event, in his/her absolute discretion, to follow a different method for sale of the Secured Assets or to adopt or resort to any other remedy available to it for recovery of its dues. Upon such action on the part of the Authorised Officer, the Offeror / Bidder (s) shall not be entitled to claim any interest, compensation or damage on any ground whatsoever from the Authorised Officer or the Bank. The Bank's decision in this behalf shall be final and binding on all the Offeror /Bidder (s).
- 31.** All costs, expenses and liabilities incurred by each Offeror/Bidder in connection with the transaction, including (without limitation) in connection with due diligence, preparation and/or submission of the Offers, including fees and expenses of its own advisors, if any, shall be borne and paid by such Offeror / Bidder, whether its Offer is accepted or rejected for any reason, and the Bank does not assume any liability whatsoever in this connection.
- 32.** If the dues of the Bank secured by the assets put up for sale together with all costs, charges and expenses incurred by the Bank are tendered to the satisfaction of the Bank by or on behalf of the Borrower at any time before the date fixed for sale or transfer of the Secured Assets, the assets in question shall not be sold or transferred.
- 33.** The information in respect of the Secured Assets has been stated to the best of the knowledge of the Authorised Officer, who, however, shall not be responsible for any error, misstatement or omission in the said particulars. The Offeror / Bidder (s) are, therefore, requested to verify the same, in his/their own individual interests before submitting his/their Offers.
- 34.** The Offeror/Bidder shall furnish to the satisfaction of the Bank, particulars for the purpose of KYC norms, information regarding the source of its funds and such other information as the Authorised Officer may require in the context of the Offer / sale. Any falsehood, inaccuracy or incompleteness in this regard in any respect by an Offeror / Bidder, shall lead to disqualification of such Offeror /Bidder.
- 35.** Removal of encroachments and / or unauthorized tenants / constructions, if any, on the Secured Assets as also resolution of the pending litigation including title dispute, if any, in respect of the Secured Assets shall be the sole responsibility of the successful Offeror / Bidder and the Bank does not undertake any responsibility in this regard.
- 36.** Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transportation, demarcation in respect of any action related to Secured Assets and any other incidental expenses including insuring laborers for the same shall be borne by the Successful Offeror / Bidder and the Bank shall not be liable for the same.

37. The Authorised Officer shall be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in the light of the facts and circumstances of the case.
38. All payments to be made to the Bank with respect to the EMD/ Offer / proposed sale / online sale shall be made in favour of "Axis Bank Ltd." by way of a pay order / demand draft drawn on a Scheduled Bank.
39. Disputes, if any, shall be subject to jurisdiction of Mumbai Courts/ Tribunals only.
40. Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.

Sd/-

**Authorised Officer  
Axis Bank Ltd.**

I / We confirm and accept the terms and conditions of this Tender Document, including Annexures hereof

For OFFEROR/ BIDDER:

Authorised Signatory

Name :  
Designation :  
Contact Nos :  
Fax No.:  
Email ID :

**ANNEXURE – I  
BID / OFFER FORM**

**Date:**

**AXIS BANK LTD.  
Structured Assets Group, 7<sup>th</sup> Floor, Axis House, C-2,  
Wadia International Centre, P.B. Marg, Worli,  
Mumbai-400025**

Dear Sirs,

**Re: Offer & Auction related documents for purchase of Secured Asset(s) in the matter of Onus Enterprises Pvt. Ltd., pursuant to the Auction / Sale Notice published in October 21, 2020 and Tender Document issued by Axis Bank Ltd.**

1.	Name of the Borrower	<b>Onus Enterprises Pvt. Ltd. (In CIRP)</b>
2.	Description of the Secured Asset for which offer/bid is being submitted	
3.	Name and address of the Offeror/Bidder	
4.	(Registered) Address of the Offeror/ Bidder	
5.	Name, Designation and Address of the Authorised Representative of the Offeror/ Bidder (only in case of a Company/legal entity being the offeror/ Bidder)	
6.	Telephone Number of the Offeror/ Bidder	
7.	Mobile Number of the Offeror/ Bidder	
8.	Email Address of the Offeror/ Bidder	
9.	Fax No.	
10.	Offer amount	
11.	PAN Number	
12.	EMD Detail	DD/PO No: Date: Issuing Bank:

I/We, the Offeror/Bidder understand that the sale of the Secured Assets by Axis Bank shall be under the provisions of the SARFAESI Act, 2002 and I declare that I have read and understood all the terms and conditions of auction sale as mentioned in the Tender Document.

I/We, the Bidder, confirm that:

- a. The sale of the Secured Assets by Axis Bank shall be under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with the Security Interest (Enforcement) Rules, 2002.
- b. The assets are being purchased by us on "As Is Where Is Basis", "As Is What Is Basis" "Whatever There Is Basis", and "No Recourse Basis".
- c. I / we have perused the relevant papers, documents etc. furnished by Axis Bank.

OR

I / we have in my / our sole discretion decided not to peruse the relevant papers, documents etc. However, I undertake and confirm not to raise any claims, contentions etc. against Axis Bank / Authorised Officer in this regard and my / our Bid is not conditional and shall not be withdrawn for whatsoever reason and if the same is accepted by you shall be binding on me / us.  
(to retain / delete, as applicable)

- d. I / We have done necessary legal, technical and financial due diligence with respect to the Secured Assets and the Bid is being submitted after due consideration of relevant facts and commercial aspects and not merely based on the information provided by or representations, if any, made by Axis Bank / Authorised Officer.
- e. I / We have satisfactorily inspected the Secured Assets.
- f. I am / We are legally eligible to enter into necessary agreement / contract.
- g. I/We have read the entire terms and conditions of the Tender Document and understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions. The purchase of the Secured Assets by me / us is on the terms and conditions of the Tender Document.
- h. The information revealed by me/us in the Bid is true and correct. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be rejected. Axis Bank will be at liberty to annul the Bid / Acceptance at any point of time. I/We also agree that after my/our Bid for purchase of the Secured Assets is accepted by Axis Bank and I/we fail to accept or act upon the terms & conditions of the Bid or am /are not able to complete the transaction within the time limit specified in the Bid confirmation letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions, the Earnest Money Deposit and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited by Axis Bank and that Axis Bank has also a right to proceed against me/us for specific performance of the contract, if so desired by Axis Bank. KYC documents are enclosed herewith.

Yours faithfully,

For \_\_\_\_\_  
Signature of Bidder

KYC documents:

- 1.
- 2.

## Annexure – II

### Draft SALE CERTIFICATE (Immovable)

Whereas

The undersigned being the Authorised Officer of Axis Bank Ltd. and having its Registered Office at Trishul, Opp. Samartheshwar Temple, Ellis Bridge, Ahmedabad and having its Corporate Office at "Axis House" C-2, Wadia International Centre, P. B. Marg, Worli, Mumbai 400 025 under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) and in exercise of the powers conferred under sub-section (12) of Section 13 of the SARFAESI Act read with rules 8 and 9 of the Security Interest (Enforcement) Rules, 2002 has in consideration of the payment of Rs.-----/- (Rupees -----only) sold on behalf of Axis Bank Ltd (Secured Creditor) in favour of -----(purchaser) ... .., the property described and shown in the (name of the borrower) ("Borrower") towards the financial facilities (description) offered by Axis Bank Ltd.

The sale of the Schedule Property has been made with all encumbrances and liabilities, (known and unknown), except the said financial facilities of said Secured Creditor. The sale has been made subject to the terms and conditions mentioned in the **Schedule II** hereto. The Schedules are part and parcel of the Sale Certificate. The purchaser has signed this Sale Certificate in token of confirmation and acceptance of all the above. The undersigned acknowledges the receipt of the sale price in full as under:

Sr. No.	Demand Draft No/ Pay Order No	Date	Amount (in Rs.)	Drawn on Bank (Branch)
1				
2				
3				
<b>TOTAL</b>				

The undersigned has handed over the delivery and possession of the property, as mentioned in **Schedule I**, to \_\_\_\_\_ (purchaser).

List of encumbrances:

The Secured Asset are sold strictly on "**As Is Where Is Basis**", "**As Is What Is Basis**", "**Whatever There Is Basis**" and "**No Recourse Basis**" with all known and unknown encumbrances (except the encumbrances and liabilities to the Secured Creditor in respect of the financial facilities including interest thereon as against the Schedule Property).

**SCHEDULE I (Forming part of Sale Certificate)**

DESCRIPTION OF THE SECURED ASSET CONSTITUTING SCHEDULE PROPERTY

**Sd/-  
For and on Behalf of (Purchaser)**

**Sd/-  
Authorised Officer  
Axis Bank Ltd**



## Schedule II (Forming part of Sale Certificate)

### TERMS AND CONDITIONS

- 1) The Schedule Property is sold strictly on **“As Is Where Is Basis”, “As Is What Is Basis”, “Whatever There Is Basis” and “No Recourse Basis”**.

All liabilities, encumbrances, dues of authorities and departments, statutory or otherwise, Society dues and any other dues (by whatever name called in whichever form, mode, manner), if any, in respect of the Schedule Property and if payable in law and/or attachable to the Schedule Property /sale proceeds, shall be the sole responsibility and to the account of the Purchaser. Accordingly, the sale proceeds arising out of the sale hereunder shall not be available for payment of any such aforesaid liabilities, encumbrances, dues etc. and the sale proceeds shall be exclusive of all such liabilities, encumbrances, dues, (by whatever name called) whether known or unknown. The Schedule Property is sold with all known and unknown encumbrances, if any, except the encumbrance by way of mortgage / charge and liabilities to the Bank in respect of the Financial Facilities as against the Schedule Property.

- 2) All costs, expenses, taxes relating to or incidental to the sale and / or transfer of the Schedule Property including but not limited to charges with respect to adjudication of stamp duty, payment of stamp duty, registration charges, cess, sales tax and excise / VAT / GST (as applicable), transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Schedule Property and further documentation charges including but not limited to conveyance, stamp duty, fees/charges/premium payable to Housing Society etc. shall be borne by the Purchaser.
- 3) As from the date of confirmation of the sale of the Schedule Property, the Purchaser shall hold the Schedule Property at his / her / its / their sole risks and costs as regards any loss or damage to the Schedule Property by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever shall be that of the Purchaser and neither the Bank nor the Authorised Officer shall be liable for any such loss or damages.
- 4) The Purchaser hereby gives an indemnity and accordingly shall keep the Bank indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by the Bank for the enforcement of this indemnity), which the Bank may suffer as a result of any failure on the part of the Purchaser to meet and clear any liabilities, encumbrances and dues or any claim made by any person in respect of such liabilities, encumbrances and dues pertaining to the Schedule Property as also on account of any deficiency in respect of stamp duty payable on the Sale Deed/Certificate which has been executed in favour of the Purchaser by the Bank for sale of the Schedule Property under provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Rules made thereunder.
- 5) The Purchaser shall be bound by the regulations of the local / any other authority, as applicable in regard to the use of the Schedule Property. Procurement of any permission/license/approvals etc. from any person / department / authority / Government etc. in respect of the Schedule Property shall be the responsibility of the Purchaser.
- 6) Removal of encroachments and/or unauthorized tenants/constructions, if any, on the Schedule Property as also resolution of the pending litigation including title dispute, if

any, in respect of the Schedule Property shall be the sole responsibility of the Purchaser and the Bank does not undertake any responsibility in this regard.

- 7) Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transporting demarcation, in respect of any action related to Schedule Property and any other incidental expenses including insuring labourers for the same shall be borne by the Purchaser and the Bank shall not be liable for the same.
- 8) The entire responsibility for completion of all procedures, formalities, compliances, approvals etc. required for completion of the sale including mutations etc. shall be that of the Purchaser.
- 9) The Purchaser shall not have any Claim whatsoever against the Bank with respect to the purchase of the Schedule Property or any matter incidental thereto including liabilities, encumbrances, dues, claims, taxes etc. which may exist or arise with respect to the purchase transaction / Schedule property.
- 10) All other terms and conditions mentioned in Bank's Tender Document dated 21<sup>st</sup> October shall form integral part of this Sale Certificate.
- 11) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.

Sd/-  
For and on Behalf of (Purchaser)

Sd/-  
Authorised Officer  
Axis Bank Ltd