

**AXIS BANK LTD**

**Corporate Office:** Axis Bank Limited, Structured Assets Group, Axis House, 7<sup>th</sup> Floor, C-2, Wadia International Centre, P.B. Marg, Worli, Mumbai- 400025.

**Contact Nos.** 022-24255727/28/29 or  
(M): 9820730811

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

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

Whereas the Authorised Officer of Axis Bank Limited (hereinafter referred to as '**the Bank**'), under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("Securitisation Act, 2002") and in exercise of powers conferred under section 13(12) read with rule 3 of the Security Interest (Enforcement) Rules, 2002 ("SARFAESI Rules") issued demand notice dated 11.06.2019 calling upon the Mortgagor(s)/Guarantor(s) to repay the amount mentioned in the said notice along with interest at contractual rate and incidental expenses, costs, charges, etc. incurred/ to be incurred till the date of payment of entire amount, within 60 days from the date of the said notice.

However, as the Mortgagor(s)/Guarantor(s) having failed to repay the amount, the Bank has taken physical possession of the secured property/ asset mentioned herein below under Section 13(4) of the Securitisation Act, 2002 r/w SARFAESI Rules, which are proposed to be sold by way of E-Auction on "**As Is Where Is**", "**As Is What Is**" and "**Whatever There Is**" basis.

Pursuant to the physical possession taken by the Authorised Officer, ONLINE BIDS are hereby invited by the undersigned for purchase of the below mentioned property/ asset, secured for the Term Loan Facility of Rs. 150 Crore granted to:

- 1. Name of Borrower:** Lotus Shopping Centres Private Limited
- 2. Guarantors:** Lotus Three Development Ltd., Mauritius and G-Corp Lotus Mall Private Limited
- 3. Mortgagor:** G-Corp Lotus Mall Private Limited

**Outstanding Amount as per Demand Notice:** Rs.190,30,58,067.00 (Rupees One Hundred Ninety Crore Thirty Lakh Fifty-Eight Thousand Sixty-Seven) as on May 31, 2019 together with further interest thereon and incidental expenses, costs, charges etc.

**Reserve Price:** Rs. 137.75 Crore  
**Earnest Money Deposit (EMD)- 10% of Reserve Price:** Rs. 13,77,50,000/-  
**Bid Increment Amount:** Rs. 20,00,000/-

**DESCRIPTION OF SECURED PROPERTY/ ASSET:**

- All that piece and parcel of land being a portion of undeveloped Industrial Converted Survey No. 15/2 of Kenchanahalli Village, MO No. BDS in ALN SR 3675, Kengeri Hobli, Bangalore South, thereof an extent of 2 Acres, together consisting of Farm House of 23 square RCC Redoxide flooring, Poultry Farm of 38 Square AC sheet, Cattle Shed of 3 Square AC Sheet, Shops of 7 Square RCC roof Redoxide flooring, worker shed of 4 Square AC Sheet and Pump House of 1 ½ Square AC Sheet and having electric installation and bounded on the:

**East by:** Sy. No. 15/1.  
**West by:** Sy. No. 17  
**North by:** Bangalore Mysore Road  
**South by:** Sy. No. 16 and part of Sy. No. 15/2

- All that piece and parcel of land being a portion of undeveloped Commercially Converted Survey No. 15/2 of Kenchanahalli Village, vide order no. ALN SR (S) 27/2001-02, Kengeri Hobli, Bangalore South,

thereof an extent of 3 Acres 18 Guntas, together with two wells, pumpset and 2 Square RCC pump house and 15 squares AC sheet cow shed and having electric installation and bounded on the:

**East by:** Sy. No. 15/1.  
**West by:** Sy. No. 16  
**North by:** Property belonging to Vendor  
**South by:** Vrushabhavathi Valley

3. All that piece and parcel of land being a portion of Survey No. 16 of Kenchanahalli Village, Kengeri Hobli, Bangalore South, of extent of 6.6 Guntas (1/8<sup>th</sup> share in the extent of 1 Acre 13 Guntas) converted for Industrial use vide order No. ALN (S) SR (K): 125/07-08, dated 06.01.2009 passed by the Special Deputy Commissioner, Bangalore and bounded as follows:

**East by:** Property of Thimmegowda  
**West by:** Property of G-Corp Lotus Mall Private Limited  
**North by:** Property of G-Corp Lotus Mall Private Limited  
**South by:** Remaining portion Sy. No. 16 belonging to Vendors

4. All that piece and parcel of land being a portion of Survey No. 16 of Kenchanahalli Village, Kengeri Hobli, Bangalore South, of extent of 1 Acre 6.4 Guntas converted for Industrial use vide order No. ALN (S) SR (K): 125/07-08 dated 06.01.2009 passed by the Special Deputy Commissioner, Bangalore and bounded as follows:

**East by:** Property of M. Thimmegowda  
**West by:** Property of Chikkanna  
**North by:** Property of Thimmegowda  
**South by:** Remaining portion Sy. No. 16 belonging to Sri Hanumanth and Smt. Narasamma

The bids shall be submitted online through website <https://axisbank.auctiontiger.net> as per schedule given below.

Last date for submission of ONLINE BIDS	<b>27<sup>th</sup> March, 2020 (Friday) by 5:00 p.m.</b>
Payment of EMD	By way of Demand Draft/ Pay Order in favour of ' <b>Axis Bank Limited</b> ' payable at Mumbai/ Bangalore, to be submitted <b>on or before 27<sup>th</sup> March, 2020 (Friday) by 5:00 p.m.</b> at either of the following address:  <b>Mumbai</b> – Mr. Kailash Choudhary, Authorised Officer, Axis Bank Limited, "Axis House", Structured Assets Group, 7th Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025, Maharashtra, Tel: 022 24255727/ 9820730811  <b>Bangalore-</b> Mr. C Suresh Pai, Corporate Banking Branch, Axis Bank Limited, Express Building, Second Floor, No. 1, Queens Road, Bangalore- 560 001, Tel: 080 22058564/ 9900250894  <p style="text-align: center;"><b>OR</b></p> Through RTGS/ NEFT to <b>Account No. 1541010633007</b> , Axis Bank Limited, Corporate Banking Branch, Bangalore ( <b>IFSC Code: UTIB0001541</b> ).
Date and time of e-auction	<b>31<sup>st</sup> March, 2020 (Tuesday) between 11:00 a.m. to 1:00 p.m.</b>

subject to the auto-extension of five minutes each in the event of bids placed in the last five minutes.

### **Terms & Conditions**

1. The secured property/ asset will be sold by E-Auction through Bank's approved service provider i.e. e-Procurement Technologies Ltd. (Auction Tiger) who is assisting the Authorised Officer in conducting the online auction.
2. Sale is strictly subject to the terms & conditions incorporated in this notice, and the terms & conditions stated in the prescribed Tender Document. Interested Parties/ Bidders may go to the website of service provider <https://axisbank.auctiontiger.net> to obtain the said Tender Document/ Bid Form and the details of the secured property/ asset put up for e-auction.
3. Inspection of the property can be undertaken from 11<sup>th</sup> March, 2020 (Wednesday) to 13<sup>th</sup> March, 2020 (Friday) between 11:00 a.m. to 5:00 p.m. with prior appointment.
4. The interested parties shall be permitted to participate and bid in the e-auction only if EMD amount has been received by the Bank along with the documents as prescribed in the Tender Document/ Bid Form.
5. The Authorised Officer reserves the right to accept or reject any/or all the offers/bids or adjourn, postpone or cancel the e-auction without any prior notice.
6. The Successful Bidder shall deposit 25% of the amount of sale consideration, after adjusting the EMD already paid, immediately i.e. on the same day or not later than next working day, failing which the EMD shall be forfeited without any prior notice. The balance 75% of the sale consideration is payable within fifteen days 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 the Authorised Officer. In case of failure to deposit the balance amount within the prescribed period mentioned above, same shall be dealt in accordance with the terms of the tender document.
7. To the best knowledge of the Authorised Officer, there are no encumbrances on the above secured property/ asset put for sale. However, any Statutory and other dues payable and due on the property shall have to be borne by the Purchaser. The person(s) interested shall make his/their own independent enquiries as to the title of the property and all dues/claims/ encumbrance against the property.
8. The successful bidder should deduct TDS @1% on the total sale consideration and deposit the same with the Income Tax authority in the name of the Property owner and submit the details thereof to the bank.
9. The successful bidder should bear the charges/fees payable for conveyance such as Stamp Duty, Registration Fees, incidental expenses etc. as applicable under law.
10. Sale Certificate under SARFAESI Act shall be executed in favour of the successful purchaser only after the payment of the entire bid amount and other charges, if any.

For any further clarification/ information, interested parties may contact the Authorised Officer, **Mr. Kailash Choudhary** on **+91 9820730811/ 022 24255727**

Sd/-  
Authorised Officer  
Axis Bank Limited

**Place:** Bangalore  
**Date:** February 28, 2020



**Ref No.** AXIS/SAG/SA/2019-20/

28<sup>th</sup> February, 2020

**TENDER DOCUMENT**

**TERMS OF INVITATION AND SALE**

**CORPORATE OFFICE AT:**

AXIS BANK LTD.

Structured Assets Group, Axis House, 7<sup>th</sup> Floor, C-2,  
Wadia International Centre, P.B. Marg, Worli, Mumbai-400 025.

**CORPORATE BANKING BRANCH AT:**

AXIS BANK LTD.

Express Building, Second Floor  
No. 1, Queens Road, Bangalore- 560 001

**Contact Nos. 022-24255727/28/29 or (Mob): 9820730811**  
**[www.axisbank.com/auction-notice](http://www.axisbank.com/auction-notice)**

**DETAILS**

1.	<b>Name of Borrower : Lotus Shopping Centres Private Limited</b>		
2.	<b>Name of the Mortgagor: G-Corp Lotus Mall Private Limited</b>		
3.	<b>Description of the "Secured Asset" 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 (in Rs.)</b>	<b>Earnest Money Deposit (EMD) (In Rs.)</b>
	<p>5. All that piece and parcel of land being a portion of undeveloped Industrial Converted Survey No. 15/2 of Kenchanahalli Village, MO No. BDS in ALN SR 3675, Kengeri Hobli, Bangalore South, thereof an extent of 2 Acres, together consisting of Farm House of 23 square RCC Redoxide flooring, Poultry Farm of 38 Square AC sheet, Cattle Shed of 3 Square AC Sheet, Shops of 7 Square RCC roof Redoxide flooring, worker shed of 4 Square AC Sheet and Pump House of 1 ½ Square AC Sheet and having electric installation and bounded on the:</p> <p><b>East by:</b> Sy. No. 15/1.  <b>West by:</b> Sy. No. 17  <b>North by:</b> Bangalore Mysore Road  <b>South by:</b> Sy. No. 16 and part of Sy. No. 15/2</p> <p>6. All that piece and parcel of land being a portion of undeveloped Commercially Converted Survey No. 15/2 of Kenchanahalli Village, vide order no. ALN SR (S) 27/2001-02, Kengeri Hobli, Bangalore South, thereof an extent of 3 Acres 18 Guntas, together with two wells, pumpset and 2 Square RCC pump house and 15 squares AC sheet cow shed and having electric installation and bounded on the:</p> <p><b>East by:</b> Sy. No. 15/1.  <b>West by:</b> Sy. No. 16  <b>North by:</b> Property belonging to Vendor  <b>South by:</b> Vrushabhavathi Valley</p> <p>7. All that piece and parcel of land being a portion of Survey No. 16 of Kenchanahalli Village, Kengeri Hobli, Bangalore South, of extent of 6.6 Guntas (1/8<sup>th</sup> share in the extent of 1 Acre 13 Guntas) converted for Industrial use vide order No. ALN (S) SR (K): 125/07-08, dated 06.01.2009 passed by the Special Deputy Commissioner, Bangalore and bounded as follows:</p> <p><b>East by:</b> Property of Thimmegowda  <b>West by:</b> Property of G-Corp Lotus Mall Private Limited  <b>North by:</b> Property of G-Corp Lotus Mall Private Limited</p>	137,75,00,000/-	13,77,50,000/-

	<p><b>South by:</b> Remaining portion Sy. No. 16 belonging to Vendors</p> <p>8. All that piece and parcel of land being a portion of Survey No. 16 of Kenchanahalli Village, Kengeri Hobli, Bangalore South, of extent of 1 Acre 6.4 Guntas converted for Industrial use vide order No. ALN (S) SR (K): 125/07-08 dated 06.01.2009 passed by the Special Deputy Commissioner, Bangalore and bounded as follows:</p> <p><b>East by:</b> Property of M. Thimmegowda  <b>West by:</b> Property of Chikkanna  <b>North by:</b> Property of Thimmegowda  <b>South by:</b> Remaining portion Sy. No. 16 belonging to Sri Hanumanth and Smt. Narasamma</p>		
4.	Bid Increment amount at the auction sale	Rs. 20,00,000/- & in such Multiples	
5.	Last date for submission of duly filled tender document, KYC documents of Bidder along with EMD	<b>27<sup>th</sup> March, 2020 (Friday) by 5:00 p.m.</b>	
6.	E-auction shall be conducted on	<b>31<sup>st</sup> March, 2020 (Tuesday) between 11:00 a.m. to 1:00 p.m.</b>  subject to the auto-extension of five minutes each in the event of bids placed in the last five minutes.	
7.	Dates for Inspection of Secured Asset	11 <sup>th</sup> March, 2020 (Wednesday) to 13 <sup>th</sup> March, 2020 (Friday) between 11:00 a.m. to 5:00 p.m. with prior appointment.	
8.	Terms and Conditions of Sale	As mentioned below	

#### **TERMS AND CONDITIONS OF THE INVITATION AND SALE**

1. The Secured Asset is being sold on **“As Is Where Is”, “As Is What Is”, “Whatever There Is”** 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 Asset and if payable in law and/or attachable to the Secured Asset/sale proceeds, shall be the sole responsibility and to the account of the prospective buyer (also known as “Offeror”). 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 Asset is being sold with all known and unknown encumbrances, if any, except the encumbrance by way of mortgage / charge and liabilities to Axis Bank Ltd. in respect of the financial facility as against the Scheduled Property.

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 may do his / their own necessary due diligence in this regard.

4. The person(s) interested in submitting quotations/offers/Bid (such person(s) giving the quotation/bid/offer is herein after referred to as "**Bidder**" and the quotation/bid/offer given is hereinafter referred to as "**Bid**") shall submit the same for purchase of the Secured Asset as mentioned herein above in the prescribed Bid Form given in the **Annexure I** hereto. Bidder would be required to submit the KYC detail in the form and manner acceptable to the Bank / Authorised Officer. The Bids in duly completed Bid Form along with the Demand Draft/Pay Order towards the Earnest Money Deposit as per clause 5 below should be submitted to the **Authorised Officer, Mr. Kailash Choudhary at Axis Bank Limited, Corporate Office, Structured Assets Group, 7th Floor, "Axis House" C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025** during working hours of the Bank, (except Saturday, Sunday and Bank Holidays) **latest by 27<sup>th</sup> March, 2020 (Friday) by 5:00 p.m.**. Any Bid not in the prescribed Bid Form may be treated as invalid. No correspondence shall be entertained in this behalf.
5. The Offer/ Bid submitted as above must be accompanied by the Earnest Money Deposit ("EMD") for the abovementioned Secured Asset as prescribed hereinabove by way of Demand Draft / Pay Order drawn on a Scheduled Bank in favour of "Axis Bank Ltd" payable at Mumbai/ Bangalore. The EMD shall not carry any interest. The unsuccessful Bidder(s) shall collect / take back the EMD amount from the Authorised Officer / Bank, in due course of time after conclusion of the e-auction on **31<sup>st</sup> March, 2020 (Tuesday)**.

The EMD shall not be refundable in case of a Successful Offer/ Bid and shall either be adjusted against the purchase consideration or be forfeited in accordance with terms and conditions of this Tender Document. Only those Bidders who have submitted the Bid/Offer and EMD amount as mentioned herein on or before **27<sup>th</sup> March, 2020 (Friday) by 5:00 p.m.** shall be allowed to access the e-auction portal ("Eligible Bidder").

Eligible Bidder(s) who have duly paid the EMD amount as mentioned herein above and submitted KYC documents shall be contacted and provided with User ID and Password for participating in the e-auction on <https://axisbank.auctiontiger.net>. Bids shall have to be submitted to the Authorised Officer in the prescribed Bid/Offer Form given in the **Annexure I** hereto. The e-auction will be conducted on **31<sup>st</sup> March, 2020 (Tuesday) between 11:00 a.m. to 1:00 p.m.** Bids submitted in the format and manner, other than what is prescribed herein above shall be liable for rejection.

6. The Secured Asset will be sold by way of e-auction through website <https://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.
7. Eligible Bidder(s) who have duly complied with requirements in para 4 and 5 herein shall be contacted and provided with User ID and Password for participating in the e-auction process. The interested purchasers shall be permitted to participate in the e-auction only if EMD amount has been received by the Bank along with the Bid/ Offer form, KYC & other documents in the manner mentioned hereinabove. **The property will not be sold below the Reserve Price.**
8. Bidders may inspect the above Scheduled Property upon request and with prior appointment, from **11<sup>th</sup> March, 2020 (Wednesday) to 13<sup>th</sup> March, 2020 (Friday) between 11:00 a.m. to 5:00 p.m.** The person(s) deputed for inspection by the

prospective Bidder should carry with him/her/them appropriate authorization on the letterhead of the prospective Bidder, he/she/they represent(s), failing which inspection may be refused.

9. The Bank shall make available to the prospective Bidder(s) / Offeror(s) who have collected the Tender Document, at the aforementioned address of the Bank, all the relevant papers, documents, notices etc. with respect to Secured Asset 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).

By accepting this document the Offeror(s) 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 this Tender Document / Auction Notice.

10. Authorised Officer / Bank reserves the right to adjourn, postpone or cancel the sale/ e-auction without any prior notice. The sale/ auction shall be conducted by the Authorised Officer/ Bank in accordance with the procedure as set out under SARFAESI Act.
11. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by the Authorised Officer / Bank. Bidder(s) acknowledge that Bank / Authorised Officer is not obliged to respond to questions or to provide clarifications.
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 31<sup>st</sup> March, 2020 (Tuesday) between 11:00 a.m. to 1:00 p.m. Sale of secured asset shall be conducted in following manner:
  - a) An Offeror/ Bidder would be required to submit duly filled tender document, Bid Form and his/ her/ it's KYC documents viz. (i) full name of the bidder (ii) copy of PAN Card (iii) Active Mobile Number (iv) Email Address and (v) Address proof alongwith EMD amount by way of pay order/demand draft drawn on a Scheduled Bank in favour of "Axis Bank Ltd", payable at Mumbai/ Bangalore, in the form and manner acceptable to the Bank / Authorised Officer on or before **27<sup>th</sup> March, 2020 (Friday) by 5:00 p.m.**
  - b) The e-auction will be conducted on 31<sup>st</sup> March, 2020 (Tuesday) 11:00 a.m. to 1:00 p.m. The e-auction (inter-se bidding) shall commence at the amount of highest bid/ offer received by the Authorised Officer. The bidder(s) may improve their offer by Rs. 20,00,000/- and in multiple thereof. 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 e-mail or any other

mode which shall be subject to approval of the Authorised Officer/  
Secured Creditor.

13. The Successful Bidder(s) shall be required to pay minimum 25% (including the EMD amount) of the Offer amount / final Purchase Consideration (price at which the E-Auction is successful) 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, immediately i.e. on the same day or not later than next working day, upon being declared as "Successful 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/NEFT to the account, details mentioned herein below:

**Account No. 1541010633007**, Axis Bank Limited, Corporate Banking Branch, Bangalore (IFSC Code: UTIB0001541).

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 Bidder(s), the Authorised Officer, shall be entitled to forfeit all the moneys/EMD/purchase consideration till then paid by the Successful Bidder(s) and put up the Secured Asset for resale/disposal as per provisions of SARFAESI Act. 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 Bidder(s) who shall also be bound to make good any deficiency in eventual Purchase Consideration arising on such resale. However, such defaulting Successful Bidder(s) shall neither be entitled to make any claim in the event of the Secured Asset realizing higher price on such resale nor ask for refund of any sorts.

14. All costs, expenses, taxes relating to or incidental to the sale and / or transfer of the Secured Asset including but not limited to charges with respect to adjudication of stamp duty, payment of stamp duty on sale certificates, registration charges, cess, transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Secured Asset and further documentation charges including but not limited to conveyance, stamp duty, fees/charges/ etc., shall be borne by the Successful Bidder.
15. Transfer of the Secured Asset to the Successful 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 realization from the Successful Bidder of the entire purchase consideration and execution by Successful Bidder of such other documents as may be deemed necessary by the Authorised Officer.
16. As from the date of confirmation of the Bid as Successful Bidder of the Secured Asset, all the risks, costs, responsibilities including the risks and costs as regards any loss or damage to the Secured Asset 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 Bidder and neither Axis Bank nor the Authorised Officer shall be liable for any such loss or damages.

- 17.** By accepting this document the Bidder(s) / Successful Bidder 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 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 Asset in respect of such liabilities, encumbrances and dues. By accepting this document the Bidder / Successful Bidder 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 Bidder/Purchaser by the Bank for sale of the Secured Asset under provisions the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Rules made thereunder.
- 18.** The Bidder(s), in order to protect his/their individual interests is/are advised to verify the Secured Asset, 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 Asset and / or all claims there against and after due & proper inspection of the Secured Asset and hence the 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 Asset or any part thereof or any dues / taxes / levies irrespective as to whether disclosed or undisclosed.
- 19.** It is presumed and understood that by submitting the Bid, the Bidder has made his/their own independent assessment, due-diligence, legal and otherwise of the Secured Asset and their condition and has sought independent professional, financial and legal advice.
- 20.** Conditional Bid may be treated as invalid and contingent Bid shall be treated as invalid.
- 21.** The Successful Bidder shall be bound by the regulations of the local / any other authority, as applicable with regard to the use of the Secured Asset in question.
- 22.** The Bidder shall not be entitled to withdraw or cancel Bid once submitted.
- 23.** The Authorised Officer reserves its right to reject any or all Bid(s) if the same is not in accordance with the clause 12 of this Tender Document.
- 24.** 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.
- 25.** All costs, expenses and liabilities incurred by each Bidder in connection with the transaction, including (without limitation) in connection with due diligence, preparation and/or submission of the Bids, including fees and expenses of its own advisors, if any, shall be borne and paid by such Bidder, whether its Bid is accepted or rejected for any reason, and the Bank does not assume any liability whatsoever in this connection.

26. The successful bidder should deduct TDS @1% on the total sale consideration and deposit the same with the Income Tax authority in the name of the Property owner and submit the details thereof to the bank.
27. If the dues of the Axis 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 Banks by or on behalf of the Borrower at any time before the date fixed for e-auction/sale or transfer of the Secured Asset, the asset in question shall not be sold or transferred.
28. The information in respect of the Secured Asset 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 Bidders are, therefore, requested to verify the same, in their own individual interests before submitting their Bids.
29. The 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 Bid / sale. Any falsehood, inaccuracy or incompleteness in this regard in any respect by a Bidder, shall lead to disqualification of such Bidder.
30. Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transportation, demarcation in respect of any action related to Secured Asset and any other incidental expenses including insuring labourers for the same shall be borne by the Successful Bidder and the Bank shall not be liable for the same.
31. All payments to be made to the Bank with respect to the Bid/ proposed sale / sale shall be made in favour of "Axis Bank Ltd." by way of a pay order / demand draft drawn on a Scheduled Bank, or by electronic means like RTGS/SWIFT transfer.
32. Disputes, if any, shall be subject to jurisdiction of Mumbai/ Bangalore Courts/ Tribunals only.
33. 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.
34. The intending bidders may avail training for online bidding from Auction Tiger Support Desk Shri Hardik Gadge, Landline No. 07961200546/519/538/554/568/587/594/598, Email: [Maharashtra@auctiontiger.net](mailto:Maharashtra@auctiontiger.net)

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 :

## BID / OFFER FORM

Date:

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

Dear Sirs,

**Re: Offer & Auction related documents for purchase of Secured Asset(s) situated at Bangalore in the matter of Lotus Shopping Centres Private Limited, pursuant to the Auction / Sale Notice published in Business Standard- All India Edition (English) and Udayavani- Bangalore Edition (Kannada) dated 28<sup>th</sup> February, 2020 and Tender Document issued by Axis Bank Ltd.**

<b>1.</b>	Name of the Tenderer (In case of company/firm/ proprietary concern, please also give names of key Directors / Partners/ Proprietor)	
<b>2.</b>	Name of the Borrower account in which tender is invited	Lotus Shopping Centres Private Limited
<b>3.</b>	Name of the Mortgagor	G-Corp Lotus Mall Private Limited
<b>4.</b>	Reserve Price	Rs. 137.75 Crore
<b>5.</b>	Earnest Money Deposit (EMD)- 10% of Reserve Price	Rs. 13,77,50,000/-
<b>6.</b>	Details of Secured asset for which Bid(s) are Submitted	
	<p>1. All that piece and parcel of land being a portion of undeveloped Industrial Conerted Survey No. 15/2 of Kenchanahalli Village, MO No. BDS in ALN SR 3675, Kengeri Hobli, Bangalore South, thereof an extent of 2 Acres, together consisting of Farm House of 23 square RCC Redoxide flooring, Poultry Farm of 38 Square AC sheet, Cattle Shed of 3 Square AC Sheet, Shops of 7 Square RCC roof Redoxide flooring, worker shed of 4 Square AC Sheet and Pump House of 1 ½ Square AC Sheet and having electric installation and bounded on the:</p> <p><b>East by:</b> Sy. No. 15/1. <b>West by:</b> Sy. No. 17 <b>North by:</b> Bangalore Mysore Road <b>South by:</b> Sy. No. 16 and part of Sy. No. 15/2</p> <p>2. All that piece and parcel of land being a portion of undeveloped Commercially Converted Survey No. 15/2 of Kenchanahalli Village, vide order no. ALN SR (S) 27/2001-02, Kengeri Hobli, Bangalore South, thereof an extent of 3 Acres 18 Guntas, together with two wells, pumpset and 2 Square RCC pump house and 15 squares AC sheet cow shed and having electric installation and bounded on the:</p> <p><b>East by:</b> Sy. No. 15/1. <b>West by:</b> Sy. No. 16 <b>North by:</b> Property belonging to Vendor</p>	

<p><b>South by:</b> Vrushabhavathi Valley</p> <p>3. All that piece and parcel of land being a portion of Survey No. 16 of Kenchanahalli Village, Kengeri Hobli, Bangalore South, of extent of 6.6 Guntas (1/8<sup>th</sup> share in the extent of 1 Acre 13 Guntas) converted for Industrial use vide order No. ALN (S) SR (K): 125/07-08, dated 06.01.2009 passed by the Special Deputy Commissioner, Bangalore and bounded as follows:</p> <p><b>East by:</b> Property of Thimmegowda  <b>West by:</b> Property of G-Corp Lotus Mall Private Limited  <b>North by:</b> Property of G-Corp Lotus Mall Private Limited  <b>South by:</b> Remaining portion Sy. No. 16 belonging to Vendors</p> <p>4. All that piece and parcel of land being a portion of Survey No. 16 of Kenchanahalli Village, Kengeri Hobli, Bangalore South, of extent of 1 Acre 6.4 Guntas converted for Industrial use vide order No. ALN (S) SR (K): 125/07-08 dated 06.01.2009 passed by the Special Deputy Commissioner, Bangalore and bounded as follows:</p> <p><b>East by:</b> Property of M. Thimmegowda  <b>West by:</b> Property of Chikkanna  <b>North by:</b> Property of Thimmegowda  <b>South by:</b> Remaining portion Sy. No. 16 belonging to Sri Hanumanth and Smt. Narasamma</p>					
<b>Please tick mark in the box above for Applicable Property</b>					
	<b>Earnest Money Deposit (EMD)</b>	<b>Drawn on (Bank Details)</b>	<b>D.D. /P.O. No.</b>	<b>Date</b>	<b>Amount (in INR)</b>

I/We, the Bidder/ Offeror, confirm that:

- a. The sale of the Secured Asset 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 asset is being purchased by us on "As Is Where Is", "As Is What Is" "Whatever There Is" basis.
- c. I / we have perused the relevant papers, documents etc. furnished by Axis Bank as more particularly described in **Annexure I-A** hereto.

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 Offer 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 Offer 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 Asset.
- 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 Asset by me / us is on the terms and conditions of the Tender Document. Enclosed please find the Tender Document with all pages duly signed by me / us in token of acceptance of the terms and conditioned mentioned in the Tender Document.
- h. The information revealed by me/us in the Offer 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 Offer / Acceptance at any point of time. I/We also agree that after my/our Offer for purchase of the Secured Asset is accepted by Axis Bank and I/we fail to accept or act upon the terms & conditions of the Offer or am /are not able to complete the transaction within the time limit specified in the Offer 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.

Self-attested copies of all my/ our relevant KYC documents (in line with Tender Document) are enclosed herewith.

Yours faithfully,

For \_\_\_\_\_  
Signature of Offeror

**Details of Bidder/ Offeror**

Name of the Offeror :

Name and designation of authorized signatory:

Address of Registered Office : .....  
.....  
.....

Residence : .....  
.....  
.....

Mobile No. : .....

Tel.No. (Office) : .....

Tel.No. (Residence) : .....

E-mail address : .....

Fax No. : .....

**Annexure I-A**

**LIST OF DOCUMENTS INSPECTED**

## 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 immovable property described and shown in the Schedule I (**hereinafter referred to as "Schedule Property"**) hereto, secured in favour of Axis Bank Ltd, by G-Corp Lotus Mall Private Limited ("Mortgagor") towards the financial facility (description) offered by Axis Bank Ltd. to Lotus Shopping Centres Private Limited ("Borrower").

The sale of the Schedule Property has been made with all encumbrances and liabilities, (known and unknown), except the said financial facility 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./ NEFT/ RTGS	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 is sold strictly on "**As Is Where Is Basis**", "**As Is What Is Basis**", "**Whatever There Is Basis**" with all known and unknown encumbrances (except the encumbrances and liabilities to the Secured Creditor in respect of the financial facility 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”, “As Is What Is”, “Whatever There Is” 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) 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.
- 4) 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.
- 5) 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.

- 6) 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.
- 7) 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.
- 8) All other terms and conditions mentioned in Bank's Tender Document dated 11<sup>th</sup> July 2019 shall form integral part of this Sale Certificate.
- 9) 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