

# AXIS BANK LIMITED Structured Assets Group – East 1, Shakespeare Sarani ,4th Floor, Kolkata – 700071, Ph– 033-66272035

# SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES

E-auction Sale Notice for Sale of Immovable Assets under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with the Security Interest (Enforcement) Rules, 2002.

Whereas, the Authorised Officer of Axis Bank Limited under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under section 13 (12) read with rule 3 of the Security Interest (Enforcement) Rules, 2002 issued demand notices dated 18.04.2019 calling upon the borrower/mortgagor/guarantors to repay the amount along with interest mentioned in the said notice.

The borrower/mortgagor/guarantors having failed to repay the below mentioned amount notice is hereby given to the public in general and in particular to the Borrower and Guarantors that the below described immovable assets mortgaged to Axis Bank Ltd. (secured creditor), the physical possession of which has been taken by the Authorised Officer of Axis Bank Ltd., will be sold on "As is where is", "As is what is", and "Whatever there is" on 26.09.2025, for realization of Bank's dues under Rules of Security Interest (Enforcement) Rules, 2002 by inviting Tendors/Bids as below mentioned.

Name of Borrower/ Guarantors/ Mortgagors	Description of security	Secured Debts
M/s Jhalak Fashions Pvt. Ltd. having address at Room No. 304, 3rd Floor, Ganpati Tower, 11, Shiv Thakur Lane, Kolkata-700007, West Bengal and Guarantors (1) Shri Sharad Kumar Jain, residing at 88, College Road, Shalimar, Block-D, Suite No. 307/308, Howrah, West Bengal, PIN Code-711103, (2) Shri Rohit Jain, residing at 88, College Road, Shalimar, Block-D, Suite No. 307/308, Howrah, West Bengal, PIN Code-711103.	All that piece and parcel of unit no. 304 on the 3rd floor measuring super built up area 1299 square feet little more or less together with undivided proportionate share of the land lying and situated at Premises no. 11, Shiv Thakur Lane within the jurisdiction of R.AKolkata and within the limits of Kolkata Municipal Corporation under ward no. 23, P.S. – Burrabazar (now Posta Police Station), Kolkata-700007, West Bengal together with all the buildings and structures thereon, fixtures, fittings and all plant and machinery attached to the earth or permanently fasten to anything attached to the earth, both present and future.  Encumbrances (if any) – Not	Rs. 6,31,52,982.76 (Rupees Six Crores Thirty One Lakhs Fifty Two Thousand Nine Hundred Eighty Two and paise Seventy Six only) being the amount due as on 31.07.2025 (this amount includes interest applied upto 31.07.2025) together with further interest thereon, costs and other consequences, damages etc. w.e.f. 01.08.2025 minus repayments if any.  Reserve Price (RP) – Rs. 1,28,25,000/- (Rupees One Crore Twenty Eight Lakhs Twenty Five Thousand only)  Earnest Money Deposit (EMD) – Rs. 12,82,500/- (Rupees Twelve Lakhs Eighty Two Thousand and Five Hundred only)  Date and Time of Auction - 26.09.2025, between 11.30 AM to 12.30 PM
	known to Bank	

#### Terms and Condition of E- auction Sale

1. The secured assets will be sold by e-auction through bank approved service provider M/s E-Procurement Technologies Ltd. (Auction Tiger) who are assisting the Authorised Officer in conducting the online e-auction.

- 2. The above secured assets will be sold on "AS IS WHERE IS", "AS IS WHAT IS", "WHATEVER THERE IS" and "NO RECOURSE" condition.
- 3. Auction sale/biding would be only through "Online Electronic Bidding" process through the website <a href="https://axisbank.auctiontiger.net">https://axisbank.auctiontiger.net</a> on 26.09.2025 between 11.30 AM to 12.30 PM with unlimited extension of 5 minutes each in the event of bids being placed in the last 5 minutes.
- 4. EMD is to be deposited in form of Demand Draft drawn in favour of Authorised Officer, Axis Bank Ltd, payable at par. Last date for Bid application submission with EMD amount is 25.09.2025 3:00 P.M. Full name of the bidder, Address, Contact No. & E-mail ID should be mentioned at the back of the demand draft (EMD).
- 5. Bid Application form can be submitted on a plain paper containing details of interested bidder (KYC documents i.e. Photo ID proof, PAN card, Address proof, E-mail ID and mobile number) in a sealed envelope & EMD to Axis Bank Ltd., Structured Assets Group-East, 4<sup>th</sup> Floor, AC Market Building, Shakespeare Sarani, Kolkata-700071.
- 6. Auction would not commence below Reserve Price mentioned above. Bidders shall be allowed to improve their offers in multiple of Rs. 10,000/-.
- 7. The intending bidders should hold a valid e-mail id and register their names at portal <a href="https://axisbank.auctiontiger.net">https://axisbank.auctiontiger.net</a> and get their User ID and password free of cost from M/s e-Procurement Technologies Ltd. whereupon they would be allowed to participate in online e-auction scheduled on 26.09.2025.
- 8. Prospective bidders may avail online training on E-Auction from M/s E-Procurement Technologies Ltd. (Auction Tiger). Contact Person: Mr Ram Sharma, Mobile: 8000023297/ 9265562821/ 9265562818, Email id: ramprasad@auctiontiger.net/support@auctiontiger.net.
- 9. EMD amount shall be adjusted in case of the highest/successful bidder and the EMD amount of remaining bidders will be returned at the address mentioned in the bid application (within 2 working days of finalisation of sale) to unsuccessful bidders or they can collect the same personally by visiting Axis Bank Ltd, SAG (East), 4th Floor, AC Market Building, 1, Shakespeare Sarani, Kolkata-700 071. The EMD shall not carry interest.
- 10. Interested parties can inspect the assets at site by contacting at Structured Assets Group (East) office at 033-66272035/9830959995.
- 11. Highest/successful bidder shall deposit 25% of the amount of sale price after adjusting the EMD within next working day from acceptance of highest bid by the Authorised Officer failing which the earnest money deposit shall be forfeited. The highest bidder shall be declared to be the purchaser of the property provided he/she/they is/are legally qualified to bid. The balance 75% of the sale price shall be paid by the successful bidder within 15 days of confirmation of sale by the Authorised Officer or such extended period as agreed upon in writing by and solely at the discretion of Authorized Officer.
- 12. On failure of the successful bidder in paying any or part of the balance amount, all the amounts paid by the bidder shall be forfeited without any further notice unless time is extended further in writing by the Secured Creditor (The Bank) and the assets will be resold. Payment is to be made in the form of Demand Draft in favour of Authorised Officer, Axis Bank Limited, payable at par.
- 13. The EMD amount shall be liable for forfeiture without prior notice, if the successful Bidder fails to adhere to the terms and conditions of the Auction Sale.
- 14. The Bank shall not be held responsible/liable for any charge, lien, encumbrance, property tax or any other dues to the government or anybody in respect of the property under the sale. The Bank does not undertake any responsibility to procure any permission/license etc. in respect of the secured assets/movable properties offered for sale in respect of the said movable properties/secured assets.
- 15. Axis Bank Ltd. reserves their rights to accept or to reject the highest and / or all offer/s or adjourn/postpone the auction without assigning any reason thereof and also to modify any or all the terms and conditions of the sale without prior notice.
- 16. Acceptance of highest bid will be subject to the approval of Competent Authority of the Bank. The Bank also reserves the right to sale the properties by any of the modes prescribed under the SARFAESI Rules, 2002.
- 17. The successful bidder should bear the charges/fees/tax payable for conveyance such as GST, Stamp Duty Registration Fees, other taxes, incidental expenses etc. as applicable as per law. The successful bidder shall also bear all statutory dues, if any.
- 18. Nothing in this notice constitutes or will be deemed to constitute any commitment or representation on the part of the Bank to sale the above properties. Bank /Authorized Officer reserves the right to cancel the sale for any reason it may deem fit or even without assigning any reason and such cancellation shall not be called in question by the bidders. 19. It is the responsibility of the Tenderers to inspect and satisfy themselves about the assets and specifications before participating in the tender.

- 20. The sale certificate/certificate of sale will be delivered only after the payment of the entire bid amount and other charges, if any including GST/TDS, wherever applicable.
- 21. Special instruction & caution: Bidding in the last minutes /seconds should be avoided by the bidders in their own interest. Neither Axis Bank nor the service provider will be responsible for any lapses/failure (internet failure, Power failure etc.) on the part of the vendor in such cases. In order to ward off such contingent situation bidders are requested to make all the necessary arrangements/alternatives such as back –up power supply and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully.
- 22. The sale notice along with detailed terms and condition of sale are made available in the website of Axis Bank Limited at the link www.axisbank.com/auction-notices.

Date: 03.09.2025

Place: Kolkata, West Bengal

Sd/-Authorised Officer Axis Bank Ltd.



03rd September 2025

#### **TENDER DOCUMENTS**

#### **TERMS OF INVITATION AND SALE**

#### AXIS BANK LTD,

Structured Assets Group – East 1, Shakespeare Sarani ,4<sup>th</sup> Floor, Kolkata – 700071, Ph– 033-66272035

#### **KEY DETAILS**

1.	Name	e of the Borrower	Jhalal	c Fashions Pvt Ltd	
2.	Outst	anding Amount as per Demand Notice	Ninety Hundr being (this a 30.11. conse furthe contro sancti	96,07,260.11 (Rup y Six Lacs Sever ed Sixty and Pa the amount due mount includes in 2018), costs equences, damon r interest w.e.f. actual rate as on letter along with	a Thousand Two ise Eleven only) as on 01.12.2018 aterest applied till and other ages, etc. with 01-12-2018 at per accepted
3.	-	cal Possession of the scheduled property	14.12.		
4.	Description of the "Secured Asset" offered for sale (herein after referred as the "Scheduled Property" or the "said Property" or the "Secured Assets") along with Reserve Price and EME  S. Details of asset/ property  No.  1. All that piece and parcel of unit no. 304 on the 3rd floor measuring super built up area 1299 square feet little more or less together with undivided proportionate share of the land lying Eight Lakhs Two Thousand		Earnest Money Deposit (EMD) Rs. 12,82,500/- (Rupees Twelve Lakhs Eighty Two Thousand and Five		
5.	Notic	e for Sale Publication Details	Busine	ess Standard - En ali on 03 <sup>rd</sup> Septem	-

6.	Submission of the EMD & online bids should be	Demand Draft / Pay Order in the favour
	done latest by	of 'Authorised Officer, Axis Bank Ltd'
		payable at par, to be submitted on or
		before 25 <sup>th</sup> September 2025 by 3:00 p.m.
7.	Place of submission of EMD	Kolkata: Qayeduddin Khurshid, Axis
		Bank Ltd., Structured Assets Group – East
		1, Shakespeare Sarani ,4th Floor, Kolkata
		- 700071, Ph- 033-66272035 Mob. No:
		9830959995
		or as may be mutually acceptable with
		prior discussion / permission from the
		Authorised Officer
8.	Date and time of e-auction	26 <sup>th</sup> September 2025 between 11.30
		a.m. to 12.30 p.m. with unlimited
		extension of five minutes each in the
		event of bids placed in the last five
		minutes.
9.	Bid Increment Amount	Rs.10,000/ - (Rupees Ten Thousand Only)
		& in such Multiples
10.		Mr. Qayeduddin Khurshid
	queries	033 66272035 or Mobile: +91 9830959995
		or
		Qayeduddin.Khurshid@axisbank.com
11.	E auction website details	https://axisbank.auctiontiger.net
		(Auction ID: 343400)
12.	Contact person for e-auction related details	Ramprasad / Praveen Thevar on Mobile
		Nos: 9978591888 / 9722778828 or email:
		ramprasad@auctiontiger.net /
		praveen.thevar@auctiontiger.net /
		support@auctiontiger.net or Landline
		Nos. 079-68136880/ 881/ 837/ 842
13.	Terms & Conditions of Sale	As mentioned herein below.

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

1. The Secured Asset is 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, Housing Society dues 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 (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 Assets are being 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 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 Assets offered for sale.
- 3. The 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 shall submit their online bids (<u>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. A Bidder would be required to submit the KYC Details (i) full name of the bidder (ii) copy of PAN Card (iii) Active Mobile Number (iv) Email Address and (v) Address proof in the form and manner acceptable to the Bank / Authorised Officer. The Bids in duly completed Bid Form and the Demand Draft / Pay Order towards Earnest Money Deposit as per clause 5 below should be submitted at **Kolkata**: Qayeduddin Khurshid, Axis Bank Ltd., Structured Assets Group East 1, Shakespeare Sarani ,4th Floor, Kolkata 700071, Ph– 033-66272035 Mob. No. 9830959995 or as may be mutually acceptable with prior discussion/permission from Authorised Officer during the working hours except (Saturday, Sunday and Bank Holidays) latest by **25th September 2025** by 3.00 pm. Any bid not in the prescribed Bid Form may be treated as invalid. No correspondence shall be entertained in this behalf.</u>
- 5. The Bid submitted must be accompanied by the Earnest Money Deposit ("EMD") by way of pay-order/demand draft drawn on a Scheduled Bank in favour of "Axis Bank Ltd.".

The EMD shall not carry any interest. The EMD shall be returned (without any interest thereon) to the unsuccessful Offeror / Bidder in due course of time after completion of the auction. The unsuccessful Offeror / Bidder (s) shall collect / take back the EMD amount from the Authorised Officer the in due course of time after completion of the auction on **26<sup>th</sup> September 2025**.

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 23<sup>rd</sup> September 2025 by 3:00 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 & Password for participating and submitting bids in e-auction portal. Bids submitted otherwise than in the format prescribed in portal shall not be eligible for consideration.

- 6. The secured assets will be sold by e-auction through website <a href="https://axisbank.auctiontiger.net">https://axisbank.auctiontiger.net</a> 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 bidders who have duly complied with requirements hereinabove shall be contacted and provided with User ID and Password for participating and submitting bids in the e-auction portal. Sealed Bids shall be submitted online through the portal in the format available at <a href="https://axisbank.auctiontiger.net">https://axisbank.auctiontiger.net</a>.
- 8. 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.: 079-40230 810 / 811 / 804; Contact Persons: Ramprasad / Praveen Thevar on Mobile Nos: 9978591888 / 9722778828 or email: ramprasad@auctiontiger.net / praveen.thevar@auctiontiger.net / support@auctiontiger.net or Landline Nos. 079-68136880/881/837/842.
- 9. Interested parties can inspect the assets at site by contacting at Structured Assets Group (East) office at 033-66272035/9830959995 on or before 25th September, 2025 and not after 3.00 p.m.
- 10. The Bank shall make available to the prospective buyer(s)/Bidder(s), at the aforementioned address of the Bank all the relevant papers, documents, notices etc. with respect to the secured assets and proceedings under the SARFAESI Act and Rules made thereunder for perusal / verification by the Bidder(s). The Bidder(s) may, if he/she/it / they so desire, peruse / verify the same at a mutually convenient time to the Bank and the Bidder(s) by prior appointment on any working day other than Saturday, Sunday and Bank holidays. However, no photocopies of the documents etc. shall be given to the prospective buyer(s) / Bidder(s).

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. 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. The Authorised Officer's / Bank's decision in this behalf shall be final and binding on all the Offeror / Bidder (s).
- 12. 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.
- 13. 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 online sealed bids. The bidder(s) may improve their offer in multiple of the amounts mentioned under the column "Bid Increment Amount". The e-auction will be conducted on 26th September 2025 between 11.30 am to 12.30 pm with auto extension i.e. 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.
- 14. 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, by D.D. or P.O. in favour of "Axis Bank Ltd." or electronic means like RTGS/SWIFT transfer.
- 15. 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.
- 16. 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.
- 17. 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.

- 18. 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.
- 19. Bank has filed Original Application being OA no 75 of 2021 for recovery of Bank Dues wherein the same is pending before DRT I, Kolkata. The borrower has also filed one Secrutisation Application being SA 530 of 2019 before Debt Recovery Tribunal III, Kolkata and the same is pending.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. Conditional offers may be treated as invalid and contingent Offers shall be treated as invalid.
- 25. 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.
- 26. The Offeror / Bidder (s) shall not be entitled to withdraw or cancel an Offer / Bid once submitted.
- 27. 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 decision in this behalf shall be final and binding on all the Offeror / Bidder (s).

- 28. In case only single bid is submitted, then Authorised Officer / Axis Bank, at its sole discretion, may declare such bidder as Successful Bidder (s).
- 29. 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.
- 30. 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.
- 31. The information in respect of Secured Asset has been stated to the best of the knowledge of 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.
- 32. 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.
- 33. 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.
- 34. 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 labourers for the same shall be borne by the Successful Offeror / Bidder and the Bank shall not be liable for the same.
- 35. 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.
- 36. Chain Title Documents of Secured Asset available with the Bank (if any) shall be handed over to the successful bidder only after registration of Sale Certificate. In case chain title documents are deposited with Debt Recovery Tribunal (DRT) or any other court / forum / authority, the Bank / Authorised Officer will make an application for retrieving the original chain title documents from such tribunal / court / forum / authority. Till such time the Successful Bidder will have to bear with the Authorised Officer / Bank.
- 37. 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.
- 38. Disputes, if any, shall be subject to jurisdiction of Kolkata Courts / Tribunals only.
- 39. 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

Offer for purchase of Secured Assets of **Jhalak Fashions Pvt. Ltd**, pursuant to the Auction / Sale Notice published in **Business Standard - English & Aaj Kal - Bengali** on 03<sup>rd</sup> September 2025 and the Tender Document issued by Axis Bank Ltd.

1.	Name of th Borrower	Jhalak Fashions Pvt. Ltd
2.	Description of th Secured Assets	All that piece and parcel of unit no. 304 on the 3rd floor measuring super built up area 1299 square feet little more or less together with undivided proportionate share of the land lying and situated at Premises no. 11, Shiv Thakur Lane within the jurisdiction of R.A Kolkata and within the limits of Kolkata Municipal Corporation under ward no. 23, P.S. – Burrabazar (now Posta Police Station), Kolkata- 700007, West Bengal together with all the buildings and structures thereon, fixtures, fittings and all plant and machinery attached to the earth or permanently fasten to anything attached to the earth, both present and future.  Encumbrances (if any) – Not known to Bank
3.	Name of the Offero	r

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 Details	DD / PO No: Date: Issuing Bank:

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

- a. The sale of the Secured Assets by Axis Bank shall be under the provisions of the SARFAESI 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 the 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 and fully understood all the terms & conditions of the Tender Document. I/We hereby unconditionally agree to confirm and abide by the said terms and conditions. The purchase of the Secured Assets by me / us is on 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 and 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 and conditions, the Earnest Money Deposit 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 also has a right to proceed against me / us for specific performance of the contract, if so desired by Axis Bank.

KYC documents are enclosed herewith.

For OFFEROR / Bidder:

Authorised Signatory KYC Documents:

- 1.
- 2.

#### ANNEXURE - II

#### **DRAFT SALE CERTIFICATE**

(for immovable property)

(as per Appendix IV read with Rule 9(6) of the Security Interest (Enforcement) Rules, 2002)

Whereas,

The undersigned being the Authorised Officer of Axis Bank Ltd. having its office at Axis Bank Ltd., Structured Assets Group – East 1, Shakespeare Sarani ,4th Floor, Kolkata – 700071 and its Registered Office at "Trishul", 3rd Floor, Opp. Samartheshwar Temple, Ellis Bridge, Ahmedabad and under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) (SARFAESI Act) and in exercise of the powers conferred under Section 13 of the SARFAESI Act read with rules 8 & 9 of the Security Interest (Enforcement) Rules, 2002 sold on behalf of Axis Bank Ltd in favour of --------------(purchaser) the secured asset shown in the Schedule I (hereinafter referred to as "Schedule Property") below, secured in favour of Axis Bank Ltd by \_\_\_\_\_\_ towards the financial facilities offered by Axis Bank Ltd.

The undersigned acknowledges the receipt of the sale price of Rs.....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				
Total				

The undersigned has handed over the delivery and possession of the scheduled property to purchaser.

List of encumbrances known to Bank: The Secured Assets 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).

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.

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

## DESCRIPTION OF THE SECURED ASSETS CONSTITUTING SCHEDULE PROPERTY

S. No.	Details of asset/ property
1.	All that piece and parcel of unit no. 304 on the 3rd floor measuring super built up area 1299 square feet little more or less together with undivided proportionate share of the land lying and situated at Premises no. 11, Shiv Thakur Lane within the jurisdiction of R.AKolkata and within the limits of Kolkata Municipal Corporation under ward no. 23, P.S. – Burrabazar (now Posta Police Station), Kolkata-700007, West Bengal together with all the buildings and structures thereon, fixtures, fittings and all plant and machinery attached to the earth or permanently fasten to anything attached to the earth, both present and future.  Encumbrances (if any) – Not known to Bank

Sd /- For and on behalf of (Purchaser) Date: Place:	Sd /- Authorised Officer Axis Bank Ltd

#### <u>Schedule II (referred hereinabove)</u> (Forming part of Sale Certificate)

#### **TERMS AND CONDITIONS**

......(Name of Purchaser), having registered office at ...... is hereinafter referred to as "Purchaser" hereunder.

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, and any other dues (by whatever name called in whichever form, mode, manner), if any, in respect of the Scheduled Property and if payable in law and/or attachable to the Scheduled 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 Scheduled Property is sold with all known and unknown encumbrances.

- 2) All costs, expenses, taxes relating to or incidental to the sale and / or transfer of the Scheduled 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 / GST (as applicable), transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Scheduled Property and further documentation charges including but not limited to conveyance, stamp duty, fees/charges/premium payable to Local Authorities etc. shall be borne by the Purchaser.
- 3) As from the date of confirmation of the sale of the Scheduled Property, the Purchaser shall hold the Scheduled Property at his / her / its / their sole risks and costs as regards any loss or damage to the Scheduled 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 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 Scheduled 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 Scheduled 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 Scheduled Property as also resolution of the pending litigation including title dispute, if any, in respect of the Scheduled 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 Scheduled 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) It is understood that you have conducted due-diligence and inspection in respect of the scheduled Property including the title / mortgage documents etc. and also in respect of all the liabilities, dues, taxes etc. relating to scheduled Property. The Purchaser is not and shall not be entitled to make any requisition or claim or raise any objection as to the title, possession or condition of the scheduled Property or any part thereof or in respect any claim pertaining to the scheduled Property, against Axis Bank.
- 10) Bank has filed Original Application being OA no 75 of 2021 for recovery of Bank Dues wherein the same is pending before DRT I, Kolkata. The borrower has also filed one Secrutisation Application being SA 530 of 2019 before Debt Recovery Tribunal III, Kolkata and the same is pending.
- 11) It is the responsibility of the purchaser to deposit necessary TDS on the property as per the Income Tax Act.
- 12) The undersigned handed over the delivery and possession of the secured property.

For and on Behalf of (Purchaser)

Authorised Officer
Axis Bank Ltd

Date: Place: