

E-Auction Sale Notice

E Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 read with provision to Rule 8 (6) and Rule 9 (1) of Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower/s, Guarantor/s and Mortgagor/s, that the below described immovable properties mortgaged / charged to Secured Creditors, the constructive possession of which has been taken by the Authorised Officers of Axis Finance Limited & Axis Bank Limited, Secured Creditors, will be sold on **“AS IS WHERE IS”, “AS IS WHAT IS”, and “WHATEVER THERE IS” and “WITHOUT RECOURSE BASIS”**, on 19th December, 2022 for recovery of **Rs. 55,22,84,138.46 (Rupees Fifty Five Crores Twenty Two Lacs Eighty Four Thousand One Hundred and Thirty Eight and Paise Forty Six Only)** due as on 31st July, 2020 with further interest w.e.f. 1st August, 2020 at the contractual rates due and payable to **AXIS BANK LIMITED** and **Rs. 13,30,89,931.60 (Rupees Thirteen Crores Thirty Lacs Eighty Nine Thousand Nine Hundred and Thirty One and Paise Sixty Only)** due as on 26th August, 2021 with further interest w.e.f. 27st August, 2021 at the contractual rates due and payable to **AXIS FINANCE LIMITED** along with default/penal interest and other charges etc., till final payment/realization from the Borrower / Mortgagors / Guarantors i.e. **M/s. Soham Estates (Borrower & Mortgagor), Mr. Chaitanya Nandlal Parekh (Partner & Guarantor), Mr. Ranjeev Vedprakash Malik (Partner & Guarantor), Mr. Sanjiv Vedprakash Malik (Partner & Guarantor) and M/s. Soham Real Estate Development Company Private Limited (Corporate Guarantor)**. The Description of Assets, Reserve Price (RP), Earnest Money Deposit (EMD) and Details of Sale are as below:

SCHEDULE – I

All that the undivided share in all that piece and parcel of land bearing Survey no. 240/2(pt), 240/3, 240/6, 240/7, 240/9, 240/10(pt), 240/11(pt), 242/1/2(pt), 242/1/3 Opp. Saraswati School, Off. Ghodbunder Road, lying, being and situated within the Village limits of Kavesar, Taluka Thane & District Thane in Registration and Sub – Registration District of Thane having an aggregate area of 8940 sq. mtrs bounded as follows:

On the East by: Tower 4 Jacaranda

On the West by: Sukur Residency and TMC Reservation

On the North by: Podium

On the South by: 40 mtrs wide Road

Together with all such constructions, buildings and appurtenances built thereupon or to be built thereupon in the structure known as Tower – V – Di vita in the Project Soham Tropical Lagoon.

DETAILS OF SALE

Name of Borrower /Mortgag or	Description of Property /s	Date & Time of e-Auction	Auction Sale Details :		Date & Time for Bid Submission
M/s Soham Estates	As per SCHEDULE - I	Date: 19.12.2022 Time: From: 11.00 am To: 12.00 noon with unlimited extensions of 5 minutes each	Reserve Price:		On: 16.12.2022 Before: 4:00 pm
			RP (Rs. in Figures)	RP (Rs. In Words)	
			75.30 Crs	Seventy Five Crores and Thirty Lacs Only	
			* Price below which the Flat /property/s will not be sold		
			Earnest Money Deposit (EMD):		Contact Person Details & Mob. Nos.: Ms. Kavita Rathod (Mob no – 9833650105) Email - kavita1.rathod@axisfinance.in)
			EMD (10% of RP) (Rs. In Figures)	EMD (10% of RP) (Rs. In Words)	
			7.53 Crs	Seven Crores Fifty Three Lacs Only	Mr. Ankit Surana Mob no - 7718885589 (Email - ankit.surana@axisfinance.in)
Bid Increment Amount: Rs. 5,00,000/- (Rupees Five Lakhs Only).		Mr. Swapneil Tiwari (Mob no: 9820063208)			

				(Email – Swapneil.tiwari@axis sfinance.in)
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For detailed terms and conditions of sale, please refer to the link provided in the following websites i.e. <https://sarfaesi.auctiontiger.net/EPROC/> and www.axisfinance.in and [https://www.axisbank.com/auction-notices.](https://www.axisbank.com/auction-notices;);

<p>STATUTORY 30 DAYS SALE NOTICE UNDER RULE 8 (6) /RULE 9 (1) OF SECURITY INTEREST (ENFORCEMENT) RULES 2002.</p> <p>This may also be treated as notice under Rule 8(6) and Rule 9(1) of Security Interest (Enforcement) Rules, 2002 to the borrower/s, guarantor/s and mortgagor/s of the said loan about the holding of E-Auction Sale on the above mentioned date.</p>
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**Authorized Officer
Axis Finance Limited**

Date: 11th November, 2022
Place:

Mumbai

E Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 read with provision to Rule 8 (6) and Rule 9 (1) of Security Interest (Enforcement) Rules, 2002.

TERMS & CONDITIONS OF ONLINE AUCTION SALE

1.	Name and Address of the Secured Creditors:	<p>(1) AXIS BANK LIMITED (CIN: L65110GJ1993PLC020769) Registered Office: “Trishul”, 3rd Floor Opp. Samartheshwar Temple, Near Law Garden, Ellisbridge Ahmedabad – 380006</p> <p>Structured Assets Group: Corporate office: “Axis House”, 7th Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400025. Website: www.axisbank.com;</p> <p>(2) AXIS FINANCE LIMITED (AFL), having its Regd. Office address at: ‘Axis House’, Ground Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025; bearing CIN : U65921MH 1995PLC212675; Tel : 022-2425 2525; Fax : 022-4325 3000; Email: info@axisfinance.in; Website: www.axisfinance.in;</p>
2.	Contact Person:	<p>For Axis Finance Limited Ms. Kavita Rathod Mob No: 9833650105 Email Id: kavita1.rathod@axisfinance.in;</p> <p>Mr. Swapneil Tiwari Mob No: 9820063208 Email Id: swapneil.tiwari@axisfinance.in;</p> <p>Mr. Ankit Surana Mob No: 7718885589 Email Id: ankit.surana@axisfinance.in;</p> <hr/> <p>For Axis Bank Limited Ms. Payal R. Kapila Mob No: 9820958262 Email id: payal.kapila@axisbank.com;</p> <p>Mr. Nilay Sharan Mob No: 09773199515 Email id: nilay.sharan@axisbank.com;</p>
3.	Description of the immovable property to be auctioned:	<p>All that the undivided share in all that piece and parcel of land bearing Survey no. 240/2(pt), 240/3, 240/6, 240/7, 240/9, 240/10(pt), 240/11(pt), 242/1/2(pt), 242/1/3 Opp. Saraswati School, Off. Ghodbunder Road, lying, being and situated within the Village limits of Kavesar, Taluka Thane & District Thane in Registration and Sub – Registration District of Thane having an aggregate area of 8940 sq. mtrs bounded as follows:</p> <p>On the East by: Tower 4 Jacaranda On the West by: Sukur Residency and TMC Reservation On the North by: Podium On the South by: 40 mtrs wide Road</p>

		Together with all such constructions, buildings and appurtenances built thereupon or to be built thereupon in the structure known as Tower – V – Di vita in the Project Soham Tropical Lagoon.		
4.	Name of Borrower & Mortgagor/s:	M/s. Soham Estates (Borrower & Mortgagor)		
5.	Name of the Partner & Guarantor/s:	Mr. Chaitanya Nandlal Parekh (Partner & Guarantor) Mr. Ranjeev Vedprakash Malik (Partner & Guarantor) Mr. Sanjiv Vedprakash Malik (Partner & Guarantor) and M/s. Soham Real Estate Development Company Private Limited (Corporate Guarantor)		
6.	Date and time of Auction:	Date: 19th December, 2022 between 11.00 pm to: 12.00 noon with unlimited extension of “5”minutes each i.e. the end time of e- auction will be extended by 5 Minutes each time if bid is made within the last 5 minutes before closure of auction.		
7.	Reserve Price (Rs.):	Sr. no.	RP (Rs. in Figures)	RP (Rs. In Words)
		1	75.30 Crs	Seventy Five Crores and Thirty Lacs Only
		Note: * Price below which the Flat /property/s will not be sold		
8.	Earnest Money Deposit (EMD) (Rs.):	Sr. no.	EMD (10% of RP) (Rs. In Figures)	EMD (10% of RP) (Rs.In Words)
		1	7.53 Crs	Seven Crores Fifty Three Lacs Only.
9.	Last date of submission of bids:	Date: 16.12.2022 (Monday) before 04:00 pm		
10.	Bid Increment Amount by:	Rs. 5,00,000/- (Rupees Five Lakh Only).		
11.	Debt Due with interest and cost:	<p>Rs. 55,22,84,138.46 (Rupees Fifty Five Crores Twenty Two Lacs Eighty Four Thousand One Hundred and Thirty Eight and Paise Forty Six Only) due as on 31st July, 2020 with further interest w.e.f. 1st August, 2020 at the contractual rates due and payable to AXIS BANK LIMITED</p> <p>Rs. 13,30,89,931.60 (Rupees Thirteen Crores Thirty Lacs Eighty Nine Thousand Nine Hundred and Thirty One and Paise Sixty Only) due as on 26th August, 2021 with further interest w.e.f. 27st August, 2021 at the contractual rates due and payable to AXIS FINANCE LIMITED</p>		
12.	Date & Time of inspection of property for intending purchasers:	<p>With prior appointment on 30.11.2022 between 1:00 pm to 3:30 pm.</p> <p>(Contact Details & Mob. Nos.: Mr. Ankit Surana, mob.: 7718885589 / Mr. Swapneil Tiwari, mob.: 9820063208, Ms Kavita Rathod, mob.: 9833650105).</p>		
13.	Address at which the bids to be collected & submitted:	<p>Axis Finance Limited, ‘Axis House’, Ground Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025;</p> <p>Or</p> <p>Axis Bank Limited - Structured Assets Group: Corporate office: “Axis House”, 7th Floor, C-2, Wadia International Centre,</p>		

		Pandurang Budhkar Marg, Worli, Mumbai - 400025. Website: www.axisbank.com ;
14.	Details of encumbrances over the properties, as known to the Bank/FIs:	Outstanding MVAT of Rs. 62,16,039/- as of F.Y. 2017 – 18 payable by M/s. Soham Estates;
15.	Details of pending litigations qua the flats as described in point no. 3:	<p>PROCEEDINGS INITIATED BY AXIS BANK:</p> <ul style="list-style-type: none"> Axis Bank Ltd. had filed an Original Application No. 25 of 2022 (“OA”) against the borrower, mortgagors and guarantors for recovery of outstanding dues in Hon’ble Debts Recovery Tribunal-I Mumbai. The said OA is pending for adjudication; Axis Bank Ltd. had filed a Sec. 14 application under SARFAESI Act before District Magistrate Thane. The said Securitisation Application is pending for adjudication. <p>PROCEEDINGS INITIATED BY AXIS FINANCE LIMITED:</p> <ul style="list-style-type: none"> Axis Finance Limited has filed a Commercial Suit (L) no. 19362 of 2021 in the Hon’ble Bombay High Court for recovery of o/s dues against the Borrower, Mortgagors, Partners and Guarantors; Vide orders dated 26th October, 2021, 9th December, 2021 and subsequent orders, the Hon’ble Bombay High Court has granted interim relief to Axis Finance Ltd by directing the Borrower and its partners from inter alia not to create any third party rights on the mortgaged properties; Axis Finance Ltd. has also filed a Sec. 14 application under SARFAESI Act before District Magistrate Thane. The said Securitisation Application is pending for adjudication.
16.	The Flats / Property /Secured Assets are being sold on “AS IS WHERE IS”, “AS IS WHAT IS”, “WHATEVER THERE IS” and “WITHOUT RECOURSE BASIS”. As such, sale is without any kind of warranties & indemnities.	
17.	Particulars of the Flat / Property / Asset (viz. extent & measurements specified in the E-Auction Sale Notice) have been stated to the best of information of the Authorised Officer and Authorised Officer shall not be answerable for any error, misstatement or omission. Actual extent & dimensions may differ.	
18.	E-Auction Sale Notice issued by the AFL is an invitation to the general public to submit their bids and the same does not constitute and will not be deemed to constitute any commitment or any representation on the part of the AFL. Interested bidders are advised to peruse the copies of title deeds as available with AFL and to conduct own independent enquiries/due- diligence/search/etc., about the title, encumbrances and present condition of the flat /property/secured assets and claims, encumbrances, dues, etc., affecting the flat /property/secured assets before submission of bid/s.	
19.	Auction / bidding shall be strictly through “ Online Electronic Mode ” and only through the website: https://sarfaesi.auctiontiger.net/EPROC/ provided by the service provider M/s. E-Procurement Technologies Limited, B-704-705, Wall Street - 2, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006, Gujarat.: 079-35022125; Contact Persons: Mr. Maulik Shrimali representing Auction Tiger, mob: +91-	

	91735 28727; Email : Maulik.shrimali@auctiontiger.net , who shall arrange and coordinate the entire process of auction through the e- auction platform.
20.	The bidders may participate in e-auction for bidding from their place of choice. Internet connectivity shall have to be ensured by bidder himself. AFL /service provider shall not be held responsible for the internet connectivity, network problems, system crash, power failure etc.
21.	For participating in the e-auction sale, the intending bidders should register their details with the service provider M/s E-Procurement Technologies Ltd. , B-704-705, Wall Street - 2, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006, Gujarat.: 079-35022125; Contact Persons: Mr. Maulik Shrimali representing Auction Tiger, mob: +91-91735 28727; Email : Maulik.shrimali@auctiontiger.net , well in advance and shall get the user id and password. Intending bidders are advised to change only the password immediately upon receiving it from the service provider.
22.	For participating in e-auction, intending bidders have to deposit a refundable EMD of 10% of reserve price only by Demand Draft (DD) / Pay Order (PO) favouring “Axis Finance Limited”, payable at Mumbai.
23.	The intending bidders should submit the duly filled in Bid Form (formats available at https://sarfaesi.auctiontiger.net/EPROC/ along with the DD/ PO towards EMD in a sealed cover addressed to “ the Authorized Officer, Axis Finance Limited ”, at the Regd. Office address at: ‘Axis House’, Ground Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025; latest by 06.09.2022 (Tuesday) before 4:00 pm. The sealed cover should be superscribed with “ Bid for participating in E-Auction Sale - in the A/c - M/s. Soham Estates ”.
24.	After expiry of the last date of submission of bids along with EMD DD / PO, the Authorised Officer shall examine the bids received by him and confirm the details of the qualified bidders (who have quoted their bids over and above the reserve price and paid the specified EMD with AFL) to the service provider M/s E-Procurement Technologies Ltd. , to enable them to allow only those bidders to participate in the online <i>inter se</i> bidding /auction proceedings on the date and time mentioned in E-Auction Sale Notice.
25.	Inter-se bidding among the qualified bidders shall start from the highest bid quoted by the qualified bidders. During the process of inter-se bidding, there will be unlimited extension of “5” minutes each, i.e. the end time of e- auction shall be automatically extended by 5 Minutes each time if bid is made within 5 minutes from the last extension.
26.	Bids once made shall not be cancelled or withdrawn. All bids made from the user id given to bidder will be deemed to have been made by him alone.
27.	The EMD received late for any reason whatsoever will not be entertained.
28.	Immediately upon closure of E-Auction proceedings, the highest bidder shall confirm the final amount of bid quoted by him BY EMAIL , both to the Authorised Officer, Axis Finance Limited and to the Service Provider for getting declared as successful bidder in the E-Auction Sale proceedings.
29.	The interested bidders, who have submitted their EMD along with necessary documents on or before 16.12.2022 till 4:00 p.m., shall be eligible for participating in e-bidding process. The e-Auction of above properties would be conducted exactly on the scheduled Date & Time as mentioned above by way of inter-se bidding amongst the bidders. The bidders shall improve their offer in multiple of the amount mentioned under the column “Bid increase amount” against properties. 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 (subject to maximum of unlimited extensions of 5 minutes each). The bidder who submits the highest bid amount (not below the Reserve Price) on closure of e-Auction process shall be declared as Successful Bidder and a communication to that effect will be issued which shall be subject to approval by the Authorized Officer/Secured Creditor.
30.	The successful bidder shall deposit 25% of the bid amount (including EMD) immediately being knocked down in his /her favour and balance 75% of bid amount within 15 days from the date of e-auction to the credit of Axis Finance Limited , payable at Mumbai.
31.	In case of default in payment of above stipulated amounts by the successful bidder /auction purchaser within the stipulated time, the sale will be cancelled and the amount

	already paid (including EMD) will be forfeited and the properties will be again put to sale. The defaulting bidder shall have no claim / right in respect of properties / amount. As the sale is subject to confirmation by AFL, the offers would be treated as open.
32.	At the request of the successful bidder in writing, the Authorised Officer in his absolute discretion may grant further time in writing, for depositing the balance 75% of the bid amount subject to the provision of applicable law.
33.	Municipal/ Revenue /Panchayat /Local Body Taxes, Society dues (as and when due upon formation), Electricity dues, Water dues, etc., (if any) has to be paid / borne by the successful bidder only.
34.	Sale Certificate will be issued by the Authorised Officer in favour of the successful bidder only upon deposit of the entire purchase price/ bid amount.
35.	Applicable legal charges for conveyance, stamp duty, registration charges and other incidental charges shall be borne by the auction purchaser.
36.	AFL's Authorised officer will 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. In case the offer for purchase of assets on deferred payment basis from a purchaser is accepted, AFL's Authorised officer reserves its right to annul/amend the offer if it receives unsatisfactory report from the banker/s of the purchaser or for any other valid reasons.
37.	AFL's Authorized officer may postponed/ cancel the E-Auction Sale proceedings without assigning any reason whatsoever. In case the E-Auction Sale scheduled is postponed to a later date before 30 days from the scheduled date of sale, it will be displayed on the website of the service provider or AFL or on the notice board at AFL office, Mumbai.
38.	The decision of the Authorised Officer will be final, binding and unquestionable.
39.	All bidders who submitted the bids, shall be deemed to have read and understood the terms and conditions of the E-Auction Sale and be bound by them.
40.	This sale is without prejudice to AFL's and Axis Bank Ltd's rights to proceed against the Borrower /Mortgagors / Guarantors etc. before Debts Recovery Tribunal and / or as per the recovery certificate that may be obtained by AFL/Axis Bank Ltd.
41.	The Authorised Officer / Secured Creditors shall not be responsible for any changes, lien, encumbrance, property tax, society charges, water tax, municipal tax or any other dues payable to the government or anybody in respect of the flat /property /secured assets under sale.
42.	The successful bidder/s shall bear exclusively all the charges / taxes / rates payable for conveyance including stamp duty, registration charges, other surcharge, if any, any other known / unknown liability, expenses, taxes, any other dues to the Government or anybody in respect of properties sold.
43.	The intending bidders should make discreet enquires as regards to the properties / area / extent of the same /amenities / facilities /etc., from any authorities besides the AFL's charges and go through the title documents and satisfy themselves about the title extent of the properties, any statutory liabilities, arrears of property tax before submitting the bid. No claim of whatsoever nature regarding the properties put for sale, encumbrance over the properties, or any other matter pertaining to sale of assets will be entertained after submission of the online bids.
44.	AFL's Authorised Officer reserves the right to accept or reject any or all tenders/bids before confirmation of sale and cancel the e-auction sale without assigning any reason whatsoever.
45.	AFL's Authorized Officer does not undertake any responsibility to procure any permission/ license /approval /certificate / order / etc., in respect of the properties/assets offered for sale or for settlement of any dues whatsoever in respect of the said properties/assets. The successful bidder / purchaser will have to obtain necessary approval / license / permissions from any concerned authorities pertaining to the properties on its own and on its own cost.
46.	The sale is subject to confirmation by the secured creditors i.e. AFL & Axis Bank Ltd.
47.	No bids will be acceptable below Reserve price. Bids with conditional offer will be treated as invalid.

48.	Correspondence about any change / modification in the offer after submission of tender / bid will not be entertained. Bids once made shall not be cancelled or withdrawn. All bids made from the User ID given to bidder will be deemed to have been made by him / them / it only.
49.	The purchaser will not carry any industrial / manufacturing activities at the premises after acquisition / purchase of properties or store any hazardous or prohibited items as specified by the Government from time to time. Any act except for the purpose stated hereinabove, will be solely on the purchaser and the purchaser will be solely liable / responsible for the consequences.
50.	EMD amount shall be adjusted in case of the highest / successful bidders. For unsuccessful bidders it will be refunded within 7 days from the date of e-auction and bidders will not be entitled to claim any interest, cost, expenses and any other charges (if any).
51.	The sale certificate shall be issued in the same name in which the tender / bid/ is submitted. No request for change of name of bidder(s) / substitution shall be entertained.
52.	All bidders shall be deemed to have read and understood the terms and conditions of sale and be bound by them.
53.	The Authorized Officer reserves its right to negotiate with the highest bidders for further improvement in the offer in order to maximize the recovery of public money.
54.	The e-auction will be conducted under the supervision of the Authorised officer of AFL and an auction agency engaged by AFL for the purpose. Disputes, if any, shall be within the jurisdiction of Mumbai Court only.
55.	In case the E-auction schedule is cancelled before the scheduled date of sale, it will only be displayed on the notice board /website of AFL.
56.	This publication is also 30 days' notice to the borrower/mortgagor/guarantors.
57.	Words and expression used herein above shall have the same meaning assigned to them in SARFAESI Act, 2002, and rules framed there under.
58.	For details and assistance on the bidding / e-auction procedure, the prospective bidders may contact: Mr. Ankit Surana; (mob.: 7718885589; Email ID: ankit.surana@axisfinance.in); or Mr. Swapneil Tiwari, (mob.: 9820063208; Email: swapneil.tiwari@axisfinance.in ;) or Ms. Kavita Rathod (mob.: 9833650105; Email: kavita1.rathod@axisfinance.in ;) or Ms. Paayal R. Kapila (mob.: 9820958262; Email: payal.kapila@axisbank.com) or Mr. Nilay Sharan (mob.:09773199515; Email: nilay.sharan@axisbank.com ;) representing AFL & Axis Bank, being the secured creditors or Mr. Maulik Shrimali, representing Auction Tiger, (Mob.: 9173528727; Email : maulik.shrimali@auctiontiger.net);.
Special Instructions / Caution:	
Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither the Authorised Officer of Secured Creditor nor the Service Provider will be responsible for any lapses/failure (Internet failure, Power failure, etc.) on the part of the bidder 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	

Authorized Officer

Place: Mumbai

Date: 11/11/2022

(On letter head)

ONLINE E-AUCTION BID FORM

(Read carefully the detailed terms and conditions of E-Auction Sale available in the website before submitting the bid)

NAME OF THE ACCOUNT	
DETAILS OF THE PROPERTIES /ASSETS	
FULL NAME OF THE INTENDING BIDDER :	
FATHER'S NAME	
COMPLETE POSTAL ADDRESS FOR COMMUNICATION	
TELEPHONE NO'S:	
E-MAIL ID:	
PAN NUMBER	
AMOUNT OF BID QUOTED (in Rs.)	
DETAILS OF E.M.D. REMITTANCE	
i) Date of the DD /PO / Remittance :	
ii) D.D / Pay order No.	
iii) Name of the Bank & Branch:	
iv) Account No:	
v) IFS Code :	
BANK ACCOUNT OF THE UNSUCCESSFUL BIDDER TO WHICH EMD AMOUNT TO BE RETURNED	
Bank A/c No:	
i) IFS Code:	
ii) Bank Name & Branch:	

I declare that I have understood all the terms and conditions of E-Auction Sale available in the website <https://sarfaesi.auctiontiger.net/EPROC/> and www.axisfinance.in & <https://www.axisbank.com/auction-notice> and I shall abide by them. I also undertake to improve my bid by one bid incremental value notified in the E-Auction Sale Notice dated 11/11/2022 if I am declared the sole successful bidder.

Note: Address proof and Identity proof to be attached

Place:

Date:

Signature of the Bidder

DEED OF INDEMNITY

(This forms part of the terms and conditions of invitations and sale)

This DEED OF INDEMNITY executed at _____ on this ____ day of _____ By Mr. / Mrs. /M/s. _____ having its office address situated _____ at _____ :

_____ (Hereinafter referred to as “the Purchaser”, which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors, nominees, legal representatives and assigns) In favour of : “**Axis Finance Limited**”, (AFL), a body corporate constituted under the provisions of Companies Act 1956, having its Registered Office at Axis House, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai – 400 025 and carrying on its banking business as a Non-Banking Financial Company (NBFC) which provides Wholesale and Retail lending solutions to Corporate and Retail customers respectively across geographies and businesses and is also categorized as “**Non-Banking Financial Company**” under the provision of clause (f) of section 45 - I of the Reserve Bank of India Act, 1934 (2 of 1934), as per the Gazette Notification dated 05.08.2016 issued by Ministry of Finance, Department of Financial Services, New Delhi and is also declared to be a “**Financial Institution**” within the meaning of sub –clause (iv) clause (m) of section 2 of the Securitization And Reconstruction of Financial Assets And Enforcement Of Security Interest Act, 2002 (SARFAESI Act 2002) and which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and assigns and whether acting as such in respect of financial/mortgaged assets pertaining to M/s Soham Estates (hereinafter referred as “Borrower”).

Whereas AFL, has pursuant to the measures taken under Section 13 (4) read with section 14 of the Securitization Act, 2002, the Authorised Officer of AFL has taken constructive possession of the immovable / movable assets being mortgaged by the Borrower / Mortgagor / Guarantors lying, situated and more particularly described and mentioned in the “TERMS & CONDITIONS OF ONLINE E-AUCTION SALE”:

- A. Whereas the Authorised Officer confirmed the bid on behalf of AFL in favour of and subject to terms and condition of Online Auction Sale.
- B. Whereas as covenants of the documents of terms and conditions of online auction sale (“Bid document”) state that “The adjudication of stamp duty, payment of stamp duty, registration charges, (as applicable), unrecovered transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the aforesaid assets shall be borne by the Purchaser. Non-payment of stamp duty under prevailing laws, rules, and regulations notifications shall entail AFL to take such steps to repossess the secured assets and put up the same for sale under applicable law.
- C. Whereas the Bid Document further state that “the said assets are being sold on “**AS IS WHERE IS**”, “**AS IS WHAT IS**”, “**WHATEVER THERE IS**” and “**WITHOUT RECOURSE BASIS**”. Further, AFL does not accept / undertaken any responsibility for, nor shall the sale precedes be subject to any pending / outstanding statutory dues and any other dues such as water / electricity / services charges, maintenance charges, society dues, transfer fees, dues of the Municipal Corporation / local authority dues, tax or any other charges, duties, levies by whatever name it is called including interest, etc if any. The Secured Assets are being sold with all known and unknown encumbrances. Further, all liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, in respect of the Secured Assets and if payable in law/ attachable to the Secured Assets / sale proceeds by reason of the

proposed sale of the Secured Assets, shall be the sole responsibility and to the account of the Purchaser. In pursuance thereof, the Purchaser indemnifies AFL to save harmless AFL from any and all liability incurred by AFL on account of any suits, claims, (including any expenses incurred by AFL for the enforcements of this indemnity) which AFL shall suffer as a result of any failure on the part of the Purchaser to meet and clear any pending / outstanding statutory dues and any other dues such as water / electricity / service charges, transfer fees, maintenance charges, society dues, dues of the Municipal Corporation / local authority dues, tax pr any other dues or any other duties, levies by whatever name it is called including interest, etc of any and dues or any claim made by any person in respect of such liabilities, encumbrances and dues”.

AFL has accepted the offer upon execution of the following indemnity.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the immovable / movable properties, the Purchaser viz _____ and their successors, nominees, heirs as stated above hereby unconditionally, absolutely and irrevocably agree to indemnify and keep AFL & Axis Bank Ltd 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 AFL for the enforcement of this indemnity), which AFL shall suffer as a result of any failure on the part of the Purchaser to meet and clear any such liabilities, encumbrances and dues as mentioned in the recital’s above more specifically hereinabove or any claim made by any person, entity, firm. In respect of such liabilities, encumbrances and dues as mentioned above.

And further it is declared that this indemnity is without prejudice to and is in addition to any other rights of AFL.

IN WITNESS whereof the Purchaser has put their hands the day and year first hereinabove written.

Signed and delivered by:

**(Auction
Purchaser)**

Address:

Place:

Date:

DECLARATION

DATE:

To,
The Authorised Officer,
Axis Finance Limited,

Dear Sirs,

Re: Bid for purchase of Secured Assets of M/s Soham Estates pursuant to the ‘TERMS & CONDITIONS OF ONLINE AUCTION SALE issued by Authorised Officer of Axis Finance Limited, on 11th November, 2022.

I/We, the Bidder(s) aforesaid do hereby state that, I/We have read the entire terms and conditions of e-auction sale issued by the Authorised Officer of Axis Finance Limited on 11th November, 2022 and understood them fully.

I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions.

I/We further declare that I/We intend to purchase the above referred Secured Assets from the Authorised Officer of Axis Finance Limited, in respect of mortgaged assets pertaining to M/s Soham Estates for our own usage and that 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 cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by Axis Finance Limited and Axis Finance Limited will be at liberty to annul the Bid made to me/us at any point of time.

I/We also agree that after my/our Bid for purchase of the Secured Assets is accepted by Axis Finance Limited and if 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 Finance Limited and that Axis Finance Limited has also a right to proceed against me/us for specific performance of the contract, if so desired by Axis Finance Limited.

Yours faithfully,

(_____)

Signature of Bidder/s.

Name of the Bidder	
Address Office	
Address Residence	
Tel. Nos. / Mobile No	
E-mail address	

N.B.:

In case of firms/companies, the above details to the extent applicable, be given in respect of key/concerned person.