

**AXIS BANK LIMITED**

(CIN: L65110GJ1993PLC020769)

**Registered Office-** Trishul, 3<sup>rd</sup> Floor, Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad-380006.**Structured Assets Group at Corporate Office** - "Axis House", 7<sup>th</sup> Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400025. www.axisbank.com; Email id : payal.kapila@axisbank.com; nilay.sharan@axisbank.com**Ahmedabad-** Structured Assets Group, Corporate Banking Branch, 3<sup>rd</sup> Eye Building, 2<sup>nd</sup> Floor, Near Panchvati Circle, C G Road , Ahmedabad 380009, Gujarat**SALE NOTICE FOR SALE OF MOVABLE AND IMMOVABLE PROPERTIES**

Appendix II-A and IV-A [Read with Rule 6(2) and 8(6)] of Security Interest (Enforcement) Rules, 2002

E-Auction Sale Notice for Sale of Movable and Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**SARFAESI Act**") read with proviso to rule 6(2) and 8(6) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower i.e. **Penta Gold Limited** and Guarantor/Mortgagor i.e. Mr. Ketan Madhusudan Shroff, the Owner of the below described immovable property mortgaged /charged to Axis Bank Limited i.e. Secured Creditor, the physical possession of which has been taken by the Court Commissioner on 26<sup>th</sup> November 2022 appointed by Hon'ble Chief Metropolitan Magistrate, Ahmedabad on Sec. 14 application i.e. Criminal Miscellaneous Application No.2323 of 2022 filed by Axis Bank Ltd. under SARFAESI Act. Thereafter Court Commissioner has handed over physical possession of the below mentioned hypothecated assets/properties and mortgaged property to Authorised Officer of Axis Bank Limited, i.e., Secured Creditor, will be sold on "**AS IS WHERE IS**", "**AS IS WHAT IS**", "**WHATEVER THERE IS**" AND "**NO RECOURSE BASIS**" on **21<sup>st</sup> September, 2023** for recovery of Rs. 23,75,15,170.75 (Rupee Twenty Three Crores Seventy Five Lakhs Fifteen Thousand One Hundred and Seventy and Paise Seventy Five) being the amount due as on 30<sup>th</sup> September 2021, as mentioned in Demand Notice dated 14<sup>th</sup> October, 2021 bearing reference No. AXIS/SA/PRK/2021-22/606 issued u/s. 13 (2) of SARFAESI Act, being the amount due as on 30<sup>th</sup> September, 2021, along with further interest thereon w.e.f. 01<sup>st</sup> October, 2021 at contractual rate of interest till the date of payment, incidental expenses, other charges, costs etc. due from Penta Gold Limited and Mr. Ketan Madhusudan Shroff to Axis Bank Limited i.e. Secured Creditor.

The description of hypothecated and mortgaged assets/properties for sale along with reserve price and the earnest money deposit are as under:

Description Of Property				Reserve price	EMD Amount
a. Property bearing City Survey No. 3568 to 3570 admeasuring about 37 sq. yards having construction of Ground, First, Second and Third Floor standing thereon in Jamalpur Ward-2 Taluka: City in the Registration District of Ahmedabad and Sub-District of Ahmedabad-1 (City) having its postal address at 2224, Manek Chowk, Opp. Old Share Bazar, Ahmedabad-380001.				Rs. 1,45,16,000/- (Rupees One Crore Forty Five Lakh and Sixteen Thousand Only)	Rs.14,52,000/- (Rupees Fourteen Lakh Fifty Two Thousand Only).
East by: Side common wall with City Survey No. 3572	West by: Side common wall with City Survey No. 3566	North by: Frontside, main entrance & pole street road	South by: Backside common wall with City Survey No. 3575 & 3577		
With buildings constructed thereon, and,					
b. Movable assets inside above property viz. office tables, chairs, sofas, printer, water dispenser, bed, wardrobe, split AC , store well unit, etc situated in the above mentioned premises					

The reserve price mentioned above is a consolidated reserve price , the breakup of the reserve price includes Rs. 1,44,50,000/- towards the property mentioned in (a) above AND Rs. 66,000/- towards the property mentioned in (b) above

Note: Both the properties mentioned in (a) and (b) above shall be sold as a single unit, and the final sale price shall be distributed between the (a) and (b) properties, in the same proportion as of the breakup of the reserve price mentioned above.

Physical possession of the above mentioned property is taken by the Court Commissioner on 26<sup>th</sup> November 2022 appointed by Hon'ble Chief Metropolitan Magistrate, Ahmedabad on Sec. 14 application i.e. Criminal Miscellaneous Application No.2323 of 2022 filed by Axis Bank Ltd. under SARFAESI Act. Thereafter Court Commissioner has handed over physical possession of the above mentioned mortgaged property to Authorised Officer of Axis Bank Ltd.

**The online bids shall be submitted as per schedule given below**

<b>EMD Remittance</b>	Demand Draft/Pay Order in the favour of 'Axis Bank Ltd.' payable at Ahmedabad to be submitted <b>on or before 20<sup>th</sup> September, 2023 by 12.00 p.m.</b> at the following address:- Mr. Jitendra Popat, Structured Assets Group, Corporate Banking Branch, 3rd Eye Building, 2nd Floor, Near Panchvati Circle , C G Road , Ahmedabad 380009, Gujarat
<b>Inspection of Property</b>	On 07 <sup>th</sup> September, 2023 between 11:00 a.m. to 02:00 p.m. with prior appointment. For inspection, please contact Mr. Jitendra Popat on 09228898782
<b>Date, Place and time of auction</b>	<b>E-auction on 21<sup>st</sup> September, 2023 between 12:00 p.m. to 01:00 p.m.</b> with auto-extension of five minutes each in the event of bids placed in the last five minutes.
<b>Bid Increment Amount</b>	Rs.1,00,000/- (Rupees One Lakh Only)
<b>Encumbrances (to the extent known to the Bank)</b>	<ul style="list-style-type: none"> <li>Axis Bank Ltd. had filed recovery proceeding i.e. Original Application (Diary) No. 192 of 2022 ("OA") against Penta Gold Limited, Guarantors/Mortgagor/Hypothecator i.e. Mr. Ketan Madhusudan Shroff and State Bank of India, Karur Vysya Bank and ICICI Bank Ltd. for recovery of outstanding dues in Hon'ble Debts Recovery Tribunal-I, Mumbai. The said OA is pending for adjudication.</li> <li>We have filed our Sec. 14 application before Chief Metropolitan Magistrate, Mumbai for Mumbai hypothecated assets/properties and mortgaged properties. The said application is pending for adjudication.</li> <li>We have filed Police complaint with EOW for fraud, against Penta Gold Limited and Mr. Ketan Madhusudan Shroff. The said complaint is pending with EOW.</li> <li>State Bank of India have filed complaint with CBI for fraud, against Penta Gold Limited and Mr. Ketan Madhusudan Shroff. The said complaint is pending with CBI.</li> <li>As per information available with the Bank, electricity dues of Rs, 490/- is pending to be paid as per Torrent Power bill dated 06<sup>th</sup> October 2022; and AMC Tax Bills of Rs. 36221/- dated 06<sup>th</sup> October 2022, Rs. 38097/- dated 06<sup>th</sup> October 2022 and Rs, 70526/- dated 29<sup>th</sup> September 2022 are overdue.</li> </ul>

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

**Terms & Conditions**

- The secured asset will be sold by e-auction through Bank's approved service provider i.e. M/s e-Procurement Technologies Ltd. (auction tiger) who are assisting the Authorised Officer in conducting the online auction.
- Sale is strictly subject to the terms & conditions incorporated in this notice and the prescribed Tender Document. The Tender Document describing the terms & conditions of sale forming part of this sale notice may be downloaded from <https://axisbank.auctiontiger.net>.
- The intending purchasers shall submit the EMD amount mentioned hereinabove via Demand Draft in favour of 'Axis Bank Ltd' payable at Ahmedabad at the address mentioned above latest by **20<sup>th</sup> September, 2023 by 12.00 p.m.** The intending purchaser shall also submit (i) full name of the bidder (ii) copy of PAN Card (iii) Active Mobile Number (iv) Email Address and (v) Valid Address proof (vi)

Confirmation from the bidder certifying that he/she/they are not related to any of the directors/employees of the Bank and defaulting customer, if any (vii) Prescribed Bid Form given in the **Annexure I of the Tender Document**. Bids submitted otherwise than in the format prescribed in the portal shall not be eligible for consideration.

4. Bids submitted otherwise than in the format prescribed in the portal shall not be eligible for consideration.
5. Please note that interested purchasers 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 and in the manner mentioned in point 3 hereinabove.
6. After the submission of EMD, the bidders shall not be allowed to withdraw the Bid forms/EMD.
7. Eligible bidder who have duly complied with requirements in point 3 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 <https://axisbank.auctiontiger.net>.
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.: 079-40270 527/592/589/591/502/533/; Contact Persons: Mr. Ramprasad Sharma :7020038095, 07968136855, 6854, 6870, 6851, 6894, 9872 ; Mail id : maharashtra@Auctiontiger.net / support@auctiontiger.net / ramprasad@auctiontiger.net
9. Auction will be conducted online on the website **<https://axisbank.auctiontiger.net> on 21<sup>st</sup> September, 2023 between 12:00 p.m. to 01:00 p.m.** with auto-extension of five minutes each in the event of bids placed in the last five minutes. The bidder(s) may improve his/their offer(s) by way of inter say bidding among the bidders. The inter se bidding shall commence at the amount of highest bid received via online sealed bids. The bidder may improve their offer in multiple of the amounts mentioned under the column "**Bid Increment Amount**". In case bid is placed in the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes. The bidder who submits the highest bid amount (not below the Reserve Price) on closure of e-Auction process shall be declared as 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.
10. For inspection of the property, same shall be available on **07<sup>th</sup> September, 2023 between 11:00 a.m. to 02:00 pm** with prior appointment. For inspection, please contact Mr. Jitendra Popat on 09228898782 as stated above. Inspection of relevant documents available with the Bank will be offered with prior appointment, no photocopies of documents will be provided to the bidders nor will be allowed to click/take photographs of the documents.
11. 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 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 time mutually convenient to the Bank and the Bidder(s) – by prior appointment on any working day other than Saturdays, Sundays and Bank holidays. **However, no photocopies of the documents etc. will be given to the prospective buyer(s) / Bidder(s) nor will be allowed to click/take photographs of the documents.**  
**Address for verification of documents:** Structured Assets Group, Corporate Banking Branch, 3rd Eye Building, 2nd Floor, Near Panchvati Circle , C G Road , Ahmedabad 380009, Gujarat, . K/A: Mr. Jitendra Popat
12. The Authorised Officer reserves the right to accept or reject any/or all the offers/bids or adjourn, postpone or cancel the auction sale without assigning any reason thereof.

13. The EMD shall be returned (without any interest thereon) to the unsuccessful Offeror/Bidder by the Authorised Officer / Bank in due course of time after conclusion of the auction on **21<sup>st</sup> September, 2023**.
14. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by Authorised Officer / Bank. Bidder(s) acknowledge that Bank / Authorised Officer is not obliged to respond to questions or to provide clarifications.
15. The Successful Purchaser shall deposit 25% of the amount of sale price, 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 price is payable within fifteen days 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 and as per SARFAESI Act.

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 Assets 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 Assets realizing higher price on such resale nor ask for a refund of any sorts.

16. GST @ 18% p.a. (or any other applicable rate) as per the Acts shall have to be borne by the purchaser on the movable assets sale price. Further, in case the aggregate value of the movable assets exceeds Rs 50 lakhs during the entire Financial year, TCS at the applicable rates shall have to be borne by the buyer.
17. All costs, expenses, taxes, including VAT/GST/TCS (as applicable) 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 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 Assets and further documentation charges including but not limited to conveyance, stamp duty, fees/charges/ etc., shall be borne by the Successful Bidder(s).
18. The Borrower/Guarantor/Mortgagor/Hypothecator are hereby put to notice in terms of rule 6(2), 7, 8 (6) and 9 (1) of Security Interest (Enforcement) Rules, 2002 that the Secured / aforementioned Assets/Property would be sold in accordance with this Notice,
19. Any Statutory and other dues payable and due on the property including but not limited to the society dues 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 against the assets/property.
20. In case of sale consideration exceeding Rs. 50 lakh, 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.
21. The successful bidder should bear the charges/fees payable for conveyance such as Stamp Duty Registration Fees, incidental expenses etc. as applicable as per law.
22. The Bidder shall not be entitled to withdraw or cancel Bid once submitted. The withdrawing/cancellation/post ponding the sale will be sole discretion of the Bank. In case the sale is withdrawn/cancelled/postponed/kept on hold due to any reason at any point of time before the e-auction date or after the successful e-auction, Bank shall not be liable to pay any interest, charges/fees, etc. on the amount paid by the successful bidder(s).

23. In case the sale/auction is postponed/failed for want of bid(s) of an amount not less than reserve price, the Bank reserves the right to bid and acquire the property in accordance with Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
24. Chain Title Documents of the Secured asset available with Bank (If Any) shall be handed over to the successful bidder only after registration of Sale Certificate subjected to attachment of any statutory authority prevailing/existing on that date. In case chain title documents are deposited with Debt Recovery Tribunal (DRT). The Bank/Authorized officer will make an application for retrieving the original chain title documents from Hon DRT. Till such time Successful Bidder will have to bear with Authorized officer/ Bank.
25. 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.

**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, the 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.

**Date: 29<sup>th</sup> August, 2023**

Sd/-  
Authorised Officer  
Axis Bank Ltd.

29<sup>th</sup> August, 2023

**TENDER DOCUMENT**  
**TERMS OF INVITATION AND SALE**

**Axis Bank Ltd., Corporate Office, Structured Assets Group,  
7th Floor, "Axis House" C-2, Wadia International Centre,  
Pandurang Budhkar Marg, Worli, Mumbai - 400 025**

**Details:**

1.	Name of the Borrower	<b>Penta Gold Limited</b>						
2.	Outstanding Amount as per Demand Notice	Rs. 23,75,15,170.75 (Rupee Twenty Three Crores Seventy Five Lakhs Fifteen Thousand One Hundred and Seventy and Paise Seventy Five) being the amount due as on 30 <sup>th</sup> September 2021, along with further interest thereon w.e.f. 01 <sup>st</sup> October, 2021 at contractual rate of interest till the date of payment, incidental expenses, other charges, costs etc.						
3.	Possession of the scheduled properties taken on	Physical possession of the below mentioned hypothecated assets/properties and mortgaged property is taken by the Court Commissioner on 26 <sup>th</sup> November 2022 appointed by Hon'ble Chief Metropolitan Magistrate, Ahmedabad on our Sec. 14 application i.e. Criminal Miscellaneous Application No.2323 of 2022 filed under SARFAESI Act. Thereafter Court Commissioner has handed over physical possession of the below mentioned hypothecated assets/properties and mortgaged property to Authorised Officer of Axis Bank Limited.						
4.	<b>Description of the "Secured Assets" 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</b>	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b>Bid Increment Amount</b>				
	<p>c. Property bearing City Survey No. 3568 to 3570 admeasuring about 37 sq. yards having construction of Ground, First, Second and Third Floor standing thereon in Jamalpur Ward-2 Taluka: City in the Registration District of Ahmedabad and Sub-District of Ahmedabad-1 (City) having its postal address at 2224, Manek Chowk, Opp. Old Share Bazar, Ahmedabad-380001.</p> <table border="1"> <tr> <td>East by: Side common wall with City Survey No. 3572</td> <td>West by: Side common wall with City Survey No. 3566</td> <td>North by: Frontside, main entrance &amp; pole street road</td> <td>South by: Backside common wall with City Survey No. 3575 &amp; 3577</td> </tr> </table> <p>With buildings constructed thereon, and,</p> <p>d. Movable assets inside above property viz. office tables, chairs, sofas, printer, water dispenser, bed, wardrobe, split AC, store well unit, etc situated in the above mentioned premises</p>	East by: Side common wall with City Survey No. 3572	West by: Side common wall with City Survey No. 3566	North by: Frontside, main entrance & pole street road	South by: Backside common wall with City Survey No. 3575 & 3577	Rs. 1,45,16,000/- (Rupees One Crore Forty Five Lakh and Sixteen Thousand Only)	Rs.14,52,000/- (Rupees Fourteen Lakh Fifty Two Thousand Only).	Rs.1,00,000/- & in such Multiples
East by: Side common wall with City Survey No. 3572	West by: Side common wall with City Survey No. 3566	North by: Frontside, main entrance & pole street road	South by: Backside common wall with City Survey No. 3575 & 3577					
	<p>The reserve price mentioned above is a consolidated reserve price, the breakup of the reserve price includes Rs. 1,44,50,000/- towards the property mentioned in (a) above AND Rs. 66,000/- towards the property mentioned in (b) above.</p> <p>Note: Both the properties mentioned in (a) and (b) above shall be sold as a single unit, and the final sale price shall be distributed between the (a) and (b) properties, in the same proportion as of the breakup of the reserve price mentioned above</p>							
5.	Contact person for sale related queries	<b>Mrs. Payal Kapila: <a href="mailto:payal.kapila@axisbank.com">payal.kapila@axisbank.com</a></b> <b>and/or Mr. Nilay Sharan: <a href="mailto:nilay.sharan@axisbank.com">nilay.sharan@axisbank.com</a></b>						

6.	Inspection of the property	On <b>07<sup>th</sup> September, 2023</b> between 11:00 a.m. to 02:00 p.m. with prior appointment. For inspection, please contact Mr. Jitendra Popat on 09228898782.
7.	Submission of Tender Form/bid(s) along with EMD should be done latest by	on or before <b>on or before 20<sup>th</sup> September, 2023 by 12.00 p.m.</b>
8.	Place of submission of EMD	Demand Draft/Pay Order in the favour of 'Axis Bank Ltd.' payable at Ahmedabad, to be submitted <b>on or before 20<sup>th</sup> September, 2023 by 12.00 p.m.</b> at the following address :- \ Mr. Jitendra Popat, Structured Assets Group, Corporate Banking Branch, 3 <sup>rd</sup> Eye Building, 2 <sup>nd</sup> Floor, Near Panchvati Circle, C G Road, Ahmedabad 380009, Gujarat.
9	Date and time of E- auction	<b>21<sup>st</sup> September, 2023 between 12:00 p.m. to 01:00 p.m.</b> with auto-extension of five minutes each in the event of bids placed in the last five minutes.
10.	Bid Increment Amount	Rs.1,00,000/- (Rupees One Lakh Only)
11.	E auction website details	<b><a href="https://www.axisbank.com/auction-notice">https://www.axisbank.com/auction-notice</a></b> and/or <b><a href="https://axisbank.auctiontiger.net">https://axisbank.auctiontiger.net</a></b>
12	Contact person for e auction related details	Mr. Ramprasad Sharma :7020038095, 07968136855, 6854, 6870, 6851, 6894, 9872 ; Mail id : maharashtra@Auctiontiger.net / support@auctiontiger.net / ramprasad@auctiontiger.net.
13.	Terms and Conditions of Sale	Mentioned below
14	Encumbrances	<ul style="list-style-type: none"> <li>• Axis Bank Ltd. had filed recovery proceeding i.e. Original Application (Diary) No. 192 of 2022("OA") against Penta Gold Limited, Guarantors/Mortgagor/Hypothecator i.e. Mr. Ketan Madhusudan Shroff and State Bank of India, Karur Vysya Bank and ICICI Bank Ltd. for recovery of outstanding dues in Hon'ble Debts Recovery Tribunal-I, Mumbai. The said OA is pending for adjudication.</li> <li>• We have filed our Sec. 14 application before Chief Metropolitan Magistrate, Mumbai for Mumbai hypothecated assets/properties and mortgaged properties. The said application is pending for adjudication.</li> <li>• We have filed Police compliant with EOW for fraud, against Penta Gold Limited and Mr. Ketan Madhusudan Shroff. The said compliant is pending with EOW.</li> <li>• State Bank of India have filed complaint with CBI for fraud, against Penta Gold Limited and Mr. Ketan Madhusudan Shroff. The said compliant is pending with CBI.</li> <li>• As per information available to the Bank, electricity dues of Rs, 490/- is pending to</li> </ul>



		be paid as per Torrent Power bill dated 06 <sup>th</sup> October 2022; and AMC Tax Bills of Rs. 36221/- dated 06 <sup>th</sup> October 2022, Rs. 38097/- dated 06 <sup>th</sup> October 2022 and Rs. 70526/- dated 29 <sup>th</sup> September 2022 are overdue.
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**Background leading to auction sale:**

Axis Bank Ltd. have issued notice u/s 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (Act 54 of 2002) ("**SARFAESI Act**") on 14<sup>th</sup> October, 2021 bearing reference No. AXIS/SA/PRK/2021-22/606 calling upon the Borrower/Guarantor/Mortgagor/Hypothecator to pay the amount mentioned in the said notices. After expiry of 60 days' notice period, our Bank had filed Sec.14 application i.e. Criminal Miscellaneous Application No.2323 of 2022 under SARFAESI Act before Hon'ble Chief Metropolitan Magistrate, Ahmedabad. The Hon'ble Chief Metropolitan Magistrate, Ahmedabad vide order dated 29<sup>th</sup> August 2022 has allowed our Sec. 14 application and appointed Court Commissioner for execution of the order. The Court Commissioner appointed by Hon'ble Chief Metropolitan Magistrate, Ahmedabad on 26<sup>th</sup> November 2022 has taken physical possession of the above mentioned Ahmedabad hypothecated assets/properties and mortgaged property and thereafter Court Commissioner has handed over physical possession of the above mentioned Ahmedabad hypothecated assets/properties and mortgaged property to Authorised Officer of Axis Bank Limited.

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

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

All liabilities, encumbrances, dues of authorities and departments, statutory or otherwise, and other dues (by whatever name called in whichever form, mode, manner), if any, in respect of the Secured Assets and if payable in law and/or attachable to the Secured Assets/sale proceeds, shall be the sole responsibility and to the account of the prospective buyer. 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 hypothecated / 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. Bank/Authorised Officer does not make any representations regarding the existence or otherwise of aforesaid liabilities, encumbrances, dues etc. The Bidder may do his / their own necessary due diligence in this regard.
- The person(s) interested in submitting quotations/offers/Bid shall submit (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**") for purchase of the Secured Assets as mentioned herein above in the prescribed Bid Form given in the **Annexure I** hereto and available in auction portal i.e. **<https://axisbank.auctiontiger.net>** to those who have submitted the EMD amount with the Bank within the time period prescribed hereinabove. An Offeror would be required to submit (i) full name of the bidder (ii) copy of PAN

Card (iii) Active Mobile Number (iv) Email Address (v) Address proof (vi) Confirmation from the bidder certifying that he/she/they are not related to any of the directors/employees of the Bank and defaulting customer, if any ,and (vii) Prescribed Bid Form given in the **Annexure I of the Tender Document** as well as credit worthiness / financial standing, in the form and manner acceptable to the Bank / Authorised Officer, in an envelope which should be subscribed with the words **“Auction related documents for purchase of Secured Asset in the matter of Penta Gold Limited at Ahmedabad”** and the said envelope should be sent to our Structured Assets Group, Ahmedabad on the address mentioned hereinabove during working hours of the Bank, (except Saturday, Sunday and Bank Holidays) latest by **20<sup>th</sup> September, 2023 by 12.00 p.m.** Any Bid not in the prescribed Bid Form may be treated as invalid. No correspondence shall be entertained in this behalf.

4. 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 Bidders.

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 sale/auction on **21<sup>st</sup> September, 2023.**

The EMD shall not be refundable to Successful Bidder and shall either be adjusted against the purchase consideration or be forfeited in accordance with this Tender Document. Only those Bidder(s) who have submitted the EMD amount as mentioned hereinabove on or before **20<sup>th</sup> September, 2023 by 12.00 p.m.** shall be able to access the auction portal.

Eligible Bidder(s) who have duly paid the EMD amount as mentioned hereinabove and submitted the KYC documents as required, shall be contacted and provided with User ID and Password for participating and submitting bids in the e-auction portal. Bids shall be submitted online through the portal in the format available at **<https://axisbank.auctiontiger.net>**. The e-auction will be conducted on **21<sup>st</sup> September, 2023 between 12:00 p.m. to 01:00 p.m.** Bids submitted otherwise than in the format prescribed in the portal shall not be eligible for consideration and will be liable for rejection.

5. The Secured Asset will be sold by 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.
6. Eligible Bidder(s) who have duly complied with requirements in point 4 and 5 hereinabove shall be contacted and provided with User ID and Password for participating in the e-auction portal. The interested purchasers shall be permitted to participate and bid in the e-auction only if EMD amount has been received by the Bank along with the KYC documents. The property will not be sold below the Reserve Price.
7. Bidder(s) may inspect the above property on **07<sup>th</sup> September, 2023 between 11:00 a.m. to 02:00 p.m.** with prior appointment. For inspection, please contact Mr. Jitendra Popat on 09228898782. The persons deputed for inspection by the Bidder should carry with him/ them appropriate authorization on the letterhead of the organization/person, he/she/they represent(s), failing which inspection may be refused.

8. 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 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 time mutually convenient to the Bank and the Bidder(s) – by prior appointment on any working day other than Saturdays, Sundays and Bank holidays. **However, no photocopies of the documents etc. will be given to the prospective buyer(s) / Bidder(s) nor will be allowed to click/take photographs of the documents.**

**Address for verification of documents:** Mr. Jitendra Popat, Structured Assets Group, Corporate Banking Branch, 3<sup>rd</sup> Eye Building, 2<sup>nd</sup> Floor, Near Panchvati Circle, C G Road , Ahmedabad 380009, Gujarat.

By accepting this document the Bidder(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 the Bid pursuant to the Tender Document / Auction Notice.

9. Authorised Officer / Bank reserves the right to adjourn, postpone or cancel the sale / auction without assigning any reason thereof.
10. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by Authorised Officer / Bank. Bidder(s) acknowledge that Bank / Authorised Officer is not obliged to respond to questions or to provide clarifications.
11. The e-auction will be conducted on **21<sup>st</sup> September, 2023 between 12:00 p.m. to 01:00 p.m.** 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(s) may improve their Bid by way of inter say bidding among the Bidders. The Bidder(s) may improve their Bid in multiples of the amount mentioned herein above, in the column of 'Bid Increment Amount' against the respective Lots. 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 through electronic mode/other mode which shall be subject to approval by the Authorised Officer/ Secured Creditor.
12. The eligible Bidder(s) may participate in the e-auction quoting/ bidding from their own offices/ place of their choice. Internet connectivity shall have to be arranged by each bidder himself/ herself/ itself/ themselves. The Authorised Officer/ Axis Bank/ e-auction service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc. The e-auction will be conducted on **21<sup>st</sup> September, 2023 between 12:00 p.m. to 01:00 p.m.** Auto extension i.e. in case a bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes. The bidder who emerges as the highest bidder on closure of e-auction process shall be declared as Successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval of the Authorised Officer of Axis Bank Ltd..

13. By accepting this document, the Bidder(s) undertakes not to question, challenge, raise issues against the decision of the Bank/Authorised Officer of Axis Bank Ltd., in any court of law, tribunal, forum, regulatory authority etc.
14. Authorised Officer of Axis Bank Ltd./ Bank reserves the right to reject any/or all the Offers including the highest Offer or adjourn, postpone or cancel the sale / auction without assigning any reason thereof.
15. In case, only single bid is submitted for abovementioned Secured Asset then Authorised Officer/ Axis Bank, at its sole discretion, may declare such bidder as Successful Bidder.
16. 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.
17. **The Successful Bidder(s) shall be required to pay minimum 25% (including the EMD amount) of the Bid 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 Bidder(s)" 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) as per Rule 9(3) & 9(4) of Security Interest (Enforcement) Rules, 2002, by D.D. or P.O. in favour of "Axis Bank Ltd." or electronic means like RTGS/SWIFT transfer.**

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 Assets for resale/disposal as per provisions of SARFAESI Act and as per Rule 9(5) of Security Interest (Enforcement) Rules, 2002. 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 Assets realising higher price on such resale nor ask for a refund of any sorts.

18. GST @ 18% p.a. (or any other applicable rate) as per the Acts shall have to be borne by the purchaser on the movable assets sale price. Further, in case the aggregate value of the movable assets exceeds Rs 50 lakhs during the entire Financial year, TCS at the applicable rates shall have to be borne by the buyer
19. All costs, expenses, taxes, including VAT/GST/TCS (as applicable) 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 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(s).

20. In case of sale consideration exceeding Rs. 50 lakh, the successful bidder should deduct TDS @1% on the total sale consideration under section 194-IA of the Income Tax Act and deposit the same with the Income Tax authority in the name of the Property owner and submit the details thereof to the bank.
21. Transfer of the Secured Asset to the Successful Bidder(s) shall be effected by the Authorised Officer by execution of the Sale Certificate /Certificate for Sale as per the format annexed in **Annexure II** hereto in accordance with the Security Interest (Enforcement) Rules, 2002, only upon receipt and realisation from the Successful Bidder(s) of the entire purchase consideration and execution by Successful Bidder(s) of such other documents as may be deemed necessary by the Authorised Officer.
22. As from the date of confirmation of the Bid as Successful Bidder(s) 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 Bidder(s) and neither Axis Bank nor the Authorised Officer shall be liable for any such loss or damages.
23. By accepting this document the Bidder(s) / Successful Bidder(s) 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(s) 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 Bidder / Successful Bidder(s) 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(s)/Purchaser by the Bank for sale of the Secured Asset under provisions of the SARFAESI Act and Rules made thereunder.
24. The 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 Bid. Any Bid made shall be deemed to have been submitted after complete satisfaction of title (including hypothecated / 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 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 hypothecated / 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.
25. 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 Assets and their condition and has sought independent professional, financial and legal advice.
26. Conditional Bid may be treated as invalid and contingent Bid shall be treated as invalid.

- 27.** The Successful Bidder(s) 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.
- 28.** The Bidder shall not be entitled to withdraw or cancel Bid once submitted. The withdrawing/cancellation/post ponding the sale will be sole discretion of the Bank. In case the sale is withdrawn/cancelled/postponed/kept on hold due to any reason at any point of time before the e-auction date or after the successful e-auction, Bank shall not be liable to pay any interest, charges/fees, etc. on the amount paid by the successful bidder(s).
- 29.** The Authorised Officer reserves its right to reject any or all Bid(s) without assigning any reason and in case all the Bid(s) are rejected, either to hold negotiations with any of the Bidder or sell the assets through private negotiations with any of the Bidder or any other party/parties or invite fresh Bids 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 Bidders shall not be entitled to claim any interest, compensation or damage on any ground whatsoever from the Authorised Officer or the Bank. The Bank's decision in this behalf shall be final and binding on all the Bidders.
- 30.** 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.
- 31.** 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 e-auction/sale or transfer of the Secured Assets, the assets in question shall not be sold or transferred.
- 32.** 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.
- 33.** 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.
- 34.** Removal of encroachments and/or unauthorized tenants/constructions, if any, on the Secured Asset as also resolution of the pending litigation including title dispute, if any, in respect of the Secured Asset shall be the sole responsibility of the Successful Bidder(s) and the Bank does not undertake any responsibility in this regard..
- 35.** 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 Bidder(s) and the Bank shall not be liable for the same.
36. 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.
  37. Chain Title Documents of the Secured asset available with Bank (If Any) shall be handed over to the successful bidder only after registration of Sale Certificate subjected to attachment of any statutory authority prevailing/existing on that date. In case chain title documents are deposited with Debt Recovery Tribunal (DRT) or any Court, the Bank/Authorized officer will make an application for retrieving the original chain title documents from Hon DRT or Court. Till such time Successful Bidder will have to bear with Authorized officer/ Bank. In case if there is any statutory authorities attachment i.e. due to which the account of Penta Gold Limited and Hypothecator/Guarantors/Mortgagors i.e. Mr. Ketan Madhusudhan Shroff is debit freeze or lien marked, then the title documents will be handed over post release of this attachment by the statutory authority, till such time the successful Bidder will have to bear with Authorized officer/ Bank.
  38. All payments to be made to the Bank with respect to the Bid/ proposed sale / sale
  39. 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.
  40. Disputes, if any, shall be subject to jurisdiction of Mumbai/ Ahmedabad Courts/ Tribunals only.
  41. 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.
  42. The eligible bidders who have submitted the Form and EMD as per clause 4 and 5 may avail training for online bidding from M/s. e-Procurement Technologies. Ltd., B-701, Wall Street - 2, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006, Gujarat. Contact Persons: Mr. Ramprasad Sharma :7020038095, 07968136855, 6854, 6870, 6851, 6894, 9872 ; Mail id : maharashtra@Auctiontiger.net / support@auctiontiger.net / ramprasad@auctiontiger.net.

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**Authorised Officer**  
**Axis Bank Ltd.**

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

**ANNEXURE – I  
BID FORM**

Date: \_\_\_\_\_

**Axis Bank Ltd., Corporate Office,  
Structured Assets Group, 7th Floor,  
“Axis House” C-2, Wadia International Centre,  
Pandurang Budhkar Marg, Worli, Mumbai - 400 025.**

Dear Sir/Madam,

**Re: Bid for purchase of Secured Assets in the account of “Penta Gold Limited”, pursuant to the Auction / Sale Notice published in Financial Express (English) and Financial Express (Gujarati) at Ahmedabad and in Free Press Journal (English) and Navshakti (Marathi ) at Mumbai dated 29<sup>th</sup> August, 2023 and Tender Document issued by Axis Bank Ltd.**

1.	Name of the Tenderer (In case of company/firm/ proprietary concern, please also give names of key Directors / Partners/ Proprietor)					
2.	Name of the Borrower account in which tender is invited	<b>Penta Gold Limited</b>				
3.	Mobile No.					
4.	Email ID					
5.	Address					
6.	<b>Details of Secured assets for which Bid(s) are Submitted (Please mention description of Property as per respective Lot No.) (Strike out which ever not applicable)</b>	<b>Reserve Price</b>				
	<p>a. Property bearing City Survey No. 3568 to 3570 admeasuring about 37 sq. yards having construction of Ground, First, Second and Third Floor standing thereon in Jamalpur Ward-2 Taluka: City in the Registration District of Ahmedabad and Sub-District of Ahmedabad-1 (City) having its postal address 2224, Manek Chowk, Opp. Old Share Bazar, Ahmedabad-380001.</p> <table border="1"> <tr> <td>East by: Side common wall with City Survey No. 3572</td> <td>West by: Side common wall with City Survey No. 3566</td> <td>North by: Frontside, main entrance &amp; pole street road</td> <td>South by: Backside common wall with City Survey No. 3575 &amp; 3577</td> </tr> </table> <p>With buildings constructed thereon, and,</p> <p>b. Movable assets inside above property viz. office tables, chairs, sofas, printer, water dispenser, bed, wardrobe, split AC , store well unit, etc and any other assets situated thereon</p>	East by: Side common wall with City Survey No. 3572	West by: Side common wall with City Survey No. 3566	North by: Frontside, main entrance & pole street road	South by: Backside common wall with City Survey No. 3575 & 3577	Rs. 1,45,16,000/- (Rupees One Crore Forty Five Lakh and Sixteen Thousand Only)
East by: Side common wall with City Survey No. 3572	West by: Side common wall with City Survey No. 3566	North by: Frontside, main entrance & pole street road	South by: Backside common wall with City Survey No. 3575 & 3577			
7.	<b>EMD Details</b>					
	<b>Drawn on (Bank Details)</b>	<b>D.D. /P.O. No.</b>	<b>Date</b>	<b>Amount (Rs.)</b>		



I/We, the Bidder, 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 assets are being purchased by us on "As Is Where Is Basis", "As Is What Is Basis" "Whatever There Is Basis", and "No Recourse Basis".
- c. I / we have perused the relevant papers, documents etc. furnished by Axis Bank.

OR

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

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

Yours faithfully,

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

KYC documents:

- 1.
- 2.

**Annexure - II**

**DRAFT SALE CERTIFICATE**

**(For Immovable Property)  
(As per Appendix III and V read with Rule 7(2) and 9(6) of the Security Interest  
(Enforcement) Rules, 2002)**

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 Structured Assets Group at Corporate Office at "Axis House" C-2, Wadia International Centre, Pandurang Budhkar 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 rule 6, 7, 8 & 9 of the Security Interest (Enforcement) Rules, 2002 in consideration of the payment of Rs.-----/- (Rupees -----only) sold on behalf of Axis Bank Ltd (Secured Creditor) in favour of ----- (purchaser) ....., the assets/properties described and shown in the Schedule I (**hereinafter referred to as "Schedule Assets/Property"**) hereto, secured in favour of Axis Bank Ltd the said creditor by Penta Gold Ltd. and Mr. Ketan Madhusudhan Shroff - ("Borrower/Mortgagor/Guarantor/Hypothecator") towards the financial facilities ----- (description) offered by Axis Bank Ltd. The sale of the Schedule Assets/Property has been made with all encumbrances and liabilities, (known and unknown), except the said financial facilities of said Secured Creditor. The sale has been made subject to the terms and conditions mentioned in the **Schedule II** hereto. The Schedules are part and parcel of the Sale Certificate. The purchaser has signed this Sale Certificate in token of confirmation and acceptance of all the above.

The undersigned acknowledges the receipt of the sale price in full as under:

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

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

List of encumbrances:

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 Assets/Property).

- Axis Bank Ltd. had filed recovery proceeding i.e. Original Application (Diary No. 192 of 2022 ("**OA**") against Penta Gold Limited, Guarantors/Mortgagor/Hypothecator i.e. Mr. Ketan Madhusudan Shroff and State Bank of India, Karur Vysya Bank and ICICI Bank Ltd. for recovery of outstanding dues in Hon'ble Debts Recovery Tribunal-I, Mumbai. The said OA is pending for adjudication.

- We have filed our Sec. 14 application before Chief Metropolitan Magistrate, Mumbai for Mumbai hypothecated assets/properties and mortgaged properties. The said application is pending for adjudication.
- We have filed Police complaint with EOW for fraud against Penta Gold Limited and Mr. Ketan Madhusudan Shroff. The said complaint is pending with EOW.
- State Bank of India have filed complaint with CBI for fraud against Penta Gold Limited and Mr. Ketan Madhusudan Shroff. The said complaint is pending with CBI.
- As per information available with the Bank, electricity dues of Rs, 490/- is pending to be paid as per Torrent Power bill dated 06<sup>th</sup> October 2022; and AMC Tax Bills of Rs. 36221/- dated 06<sup>th</sup> October 2022, Rs. 38097/- dated 06<sup>th</sup> October 2022 and Rs, 70526/- dated 29<sup>th</sup> September 2022 are overdue.

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

DESCRIPTION OF THE SECURED ASSETS CONSTITUTING SCHEDULE ASSETS/PROPERTY

- a. Property bearing City Survey No. 3568 to 3570 admeasuring about 37 sq. yards having construction of Ground, First, Second and Third Floor standing thereon in Jamalpur Ward-2 Taluka: City in the Registration District of Ahmedabad and Sub-District of Ahmedabad-1 (City) having its postal address 2224, Manek Chowk, Opp. Old Share Bazar, Ahmedabad-380001.

East by: Side common wall with City Survey No. 3572	West by: Side common wall with City Survey No. 3566	North by: Frontside, main entrance & pole street road	South by: Backside common wall with City Survey No. 3575 & 3577
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With buildings constructed thereon, and,

- b. Movable assets inside above property viz. office tables, chairs, sofas, printer, water dispenser, bed, wardrobe, split AC , store well unit, etc situated in the above mentioned premises

Physical possession of the above mentioned assets/property is taken by the Court Commissioner on 26<sup>th</sup> November 2022 appointed by Hon'ble Chief Metropolitan Magistrate, Ahmedabad on Sec. 14 application i.e. Criminal Miscellaneous Application No.2323 of 2022 filed by Axis Bank Ltd. Thereafter Court Commissioner has handed over physical possession of the below mentioned hypothecated and hypothecated assets/properties and mortgaged property to Authorised Officer of Axis Bank Ltd.

**TO BE FILLED UP**

Sd/-  
For and on Behalf of  
(Purchaser)  
Date:  
Place:

Sd/-  
Authorised Officer  
Axis Bank Ltd  
Date :  
Place:

## Schedule II (Forming part of Sale Certificate)

### TERMS AND CONDITIONS

----- 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 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 hypothecated / 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 Local Authorities etc. shall be borne by the Purchaser.
- 3) As from the date of confirmation of the sale of the Schedule Property, the Purchaser shall hold the Schedule Property at his / her / its / their sole risks and costs as regards any loss or damage to the Schedule Property by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever shall be that of the Purchaser and neither the Bank nor the Authorised Officer shall be liable for any such loss or damages.
- 4) The Purchaser hereby gives an indemnity and accordingly shall keep the Bank indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by the Bank for the enforcement of this indemnity), which the Bank may suffer as a result of any failure on the part of the Purchaser to meet and clear any liabilities, encumbrances and dues or any claim made by any person in respect of such liabilities, encumbrances and dues pertaining to the Schedule Property as also on account of any deficiency in respect of stamp duty payable on the Sale Certificate which has been executed in favour of the Purchaser by the Bank for sale of the Schedule Property under provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Rules made thereunder.
- 5) The Purchaser shall be bound by the regulations of the local / any other authority, as applicable in regard to the use of the Schedule Property.

Procurement of any permission/license / approvals etc. from any person / department / authority / Government etc. in respect of the Schedule Property shall be the responsibility of the Purchaser.

- 6) Removal of encroachments and/or unauthorized tenants/constructions, if any, on the Schedule Property as also resolution of the pending litigation including title dispute, if any, in respect of the Schedule Property shall be the sole responsibility of the Purchaser and the Bank does not undertake any responsibility in this regard.
- 7) Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transporting demarcation, in respect of any action related to Schedule Property and any other incidental expenses including insuring labourers for the same shall be borne by the Purchaser and the Bank shall not be liable for the same.
- 8) The entire responsibility for completion of all procedures, formalities, compliances, approvals etc. required for completion of the sale including mutations etc. shall be that of the Purchaser.
- 9) Purchaser shall not have any Claim whatsoever against the Bank with respect to the purchase of the Schedule Property or any matter incidental thereto including liabilities, encumbrances, dues, claims, taxes etc. which may exist or arise with respect to the purchase transaction / Schedule property.
- 10) 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

Date:  
Place:

