

AXIS BANK LIMITED

(CIN: L65110GJ1993PLC020769)

Registered Office- Trishul, 3rd Floor, Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad-380006.

Structured Assets Group at Corporate Office - "Axis House", 7th Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400025. www.axisbank.com; [Email id : atul10.mishra@axisbank.com](mailto:Email_id_atul10.mishra@axisbank.com), (9821366780) nilay.sharan@axisbank.com

Structured Assets Group at: Axis Bank Ltd. 3rd Eye Building, 2nd Floor, Near Panchvati Circle, C G Road, Ahmedabad- 380009.

SALE NOTICE FOR SALE OF 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 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/Mortgagor/Guarantors

1) Spel Granito Private Limited (Currently under CIRP Proceedings under IBC Code)(Borrower, Mortgagor & Hypothecator) Having its registered office at S.No. 488, Near Pavadiyari Temple, At. Jasmadgad Jetpar Road, Morbi, Gujarat-363630. **2) Mr. Mahendra Kalyenjibhai Zalariya (Director & Guarantor)** Residing at 159, Anupam Society, Ravapar 6, Ravapara, Morbi, Gujarat-363641. **3) Mrs. Lalita Mahendra Zalariya (Director & Guarantor)** Residing at Om, Anupam Society-4, Opp. Bhila House, Ravapar Road, Morbi, Gujarat-363641. **4) Mrs. Ramaben Dhanjibhai Chikhaliya (Mortgagor & Guarantor)** Residing at 401, Shivdhara Apartment, Panchvati Main Road, Atithi Chowk, Rajkot, Gujarat-360001. **5) Mr. Rasiklal Ratanshibhai Patel (Guarantor)** Residing at Shkar Timbar, Morbi, Rajkot, Gujarat-363641. **6) Mr. Pareshbhai Dhanjibhai Patel (Guarantor)** Residing at 401, Shivdhara Apartment, Panchvati Main Road, Atithi Chowk, Rajkot, Gujarat-360001. (This notice is not served to the corporate debtor i.e. Spel Granito Pvt Ltd due to moratorium under IBC Code.)

That the below described immovable properties mortgaged/charged to Axis Bank Limited i.e. Secured Creditor, the physical possession of which has been taken by the Court Commissioner on 18th February 2024 and handed over to Authorised Officer of Axis Bank Limited, i.e., Secured Creditor, will be sold on "AS IS WHERE IS", "AS IS WHAT IS", AND "WHATEVER THERE IS" and "NO RECOURSE BASIS" on **8th May 2024**, for recovery of Rs. 8,21,95,386.85/- (Rupees Eight Crores Twenty One Lakhs Ninety Five Thousand Three Hundred Eighty Six and Eighty Five Paise only as on 31st July 2022 with further interest from 1st August 2022 till the date of payment till the date of payment, incidental expenses, other charges, costs etc. due to Axis Bank Limited from the above-mentioned borrower and guarantors.

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

Details of lot	Description of Property	Reserve Price (Amount in Rupees)	Earnest Money Deposit	Auction ID
Lot No.1	All that pieces and parcel of immovable property of Flat No. 401 having built up area admeasuring about 34-12 Sq. Mt. on Fourth Floor of residential building named "Shivdhara Apartment" lying and situated on land of Revenue Survey No. 429 paiki of Rajkot having City Survey No. 3320-E-16 of City Sruvey Ward No. 15/2 of T.P. Scheme No. 2 of F.P. No. 115 of Rajkot City of Rajkot District.	Rs. 52,70,000/-	5,27,000/-	296568

Physical possession of the above-mentioned property is taken by the Court Commissioner on 18th February 2024 in accordance with Hon'ble Chief Judicial Magistrate Rajkot order dated 20th November 2023 under section 14 of the SARFAESI Act, 2002 and handed over the physical possession to the Authorised Office of Axis Bank Limited.

The online bids shall be submitted as per schedule given below

EMD Remittance	Demand Draft/Pay Order in the favour of 'Axis Bank Ltd.' payable at Mumbai, to be submitted on or before 7th May 2024 by 5:00 p.m. at the following address :- Mumbai – Mr. Atul Mishra , Axis Bank Ltd., 7th Floor, "Axis House", Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025. Mob: +91 9821367780
Inspection of Property	For inspection, please contact Mr. Atul Mishra (Authorised officer) on the following number +91 9821366780. Inspection shall be done with prior approval of authorised officer.
Date, Place and time of auction	8th May 2024 between 12.00 p.m. to 3.00 p.m. with auto-extension of five minutes each in the event of bids placed in the last five minutes.
Bid Increment Amount	Rs.1,00,000/- (Rupees One Lakh Only)
Encumbrances	NIL (Not Known to Bank)

For detailed terms and conditions of the sale, please refer to the link provided in <https://www.axisbank.com/auction-notice> and/or <https://axisbank.auctiontiger.net>. **Assets ID's, (296568)**

Terms & Conditions

1. 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.
2. 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>. **Auction ID's is 296568)**
3. The intending purchasers shall submit the EMD amount mentioned hereinabove via Demand Draft or through RTGS/NEFT in favour of 'Axis Bank Ltd' payable at the address mentioned above latest by **7th May 2024 by 5.00 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 has 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 **8th May 2024 between 12:00 p.m. to 03:00 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 se 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. Inspection of the properties will be offered on a mutually agreed date and time with prior approval and the appointment of authorised officer. 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.
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 **8th May 2024**.
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. 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).
17. 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,
18. 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.
19. 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.
20. 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.
21. The Bidder shall not be entitled to withdraw or cancel Bid once submitted. The withdrawing/cancellation/postponing 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).
22. 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.
23. 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.
24. 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.

Sd/-
Authorised Officer
Axis Bank Ltd.

Date: 28th March 2024

March 28, 2024

TENDER DOCUMENT
TERMS OF INVITATION AND SALE

**Axis Bank Limited, 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	Spel Granito Private Limited (Currently under CIRP Proceedings under IBC Code)		
2.	Description of the "Secured Assets" offered for sale (herein after referred as the "Scheduled Properties" or the "said Properties" or the "Secured Assets")	Reserve Price	<u>EARNEST MONEY DEPOSIT (EMD) –</u>	BID INCREMENT AMOUNT
LOT-1	All that pieces and parcel of immovable property of Flat No. 401 having built up area admeasuring about 34-12 Sq. Mt. on Fourth Floor of residential building named "Shivdhara Apartment" lying and situated on land of Revenue Survey No. 429 paiki of Rajkot having City Survey No. 3320-E-16 of City Sruvey Ward No. 15/2 of T.P. Scheme No. 2 of F.P. No. 115 of Rajkot City of Rajkot District.	Rs. 52,70,000/-	5,27,000/-	1,00,000/-
3.	Name of the Borrower, Mortgagors/Guarantors	1)Spel Granito Private Limited (Currently under CIRP Proceedings under IBC Code)(Borrower, Mortgagor & Hypothecator) Having its registered office at S.No. 488, Near Pavadiyari Temple, At. Jasmadgadh Jetpar Road, Morbi, Gujarat-363630. 2) Mr. Mahendra Kalyenjibhai Zalariya (Director & Guarantor) Residing at 159, Anupam Society, Ravapar 6, Ravapara, Morbi, Gujarat-363641. 3) Mrs. Lalita Mahendra Zalariya (Director & Guarantor) Residing at Om, Anupam Society-4, Opp. Bhila House, Ravapar Road, Morbi, Gujarat-363641. 4) Mrs. Ramaben Dhanjibhai Chikhaliya (Mortgagor & Guarantor) Residing at 401, Shivdhara Apartment, Panchvati Main Road, Atithi Chowk, Rajkot, Gujarat-360001. 5) Mr. Rasiklal Ratanshibhai Patel (Guarantor) Residing at Shkar Timbar, Morbi, Rajkot, Gujarat-363641. 6) Mr. Pareshbhai Dhanjibhai Patel (Guarantor) Residing at 401, Shivdhara Apartment, Panchvati Main Road, Atithi Chowk, Rajkot, Gujarat-360001.(This notice is not served to the corporate debtor i.e. Spel Granito Pvt Ltd due to moratorium under IBC Code.)		
4.	Inspection of the Secured Assets	Inspection of the properties will be offered on a mutually agreed date and time with prior approval and the appointment of authorised officer. For inspection contact Mr. Atul Mishra i.e. Authorised Officer (9821366780)		

5.	Submission of Tender Form/bid(s) along with EMD should be done latest by	Demand Draft/Pay Order in the favour of 'Axis Bank Ltd.' payable at Mumbai or Ahmedabad, to be submitted on or before 7th May 2024 by 5:00 p.m. at the following address :- Mumbai: Mr. Atul Mishra , Axis Bank Ltd., 7th Floor, "Axis House", Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025. Mob: +91 9821367780
6.	E- Auction on	8th May 2024, between 12.00 p.m. to 3.00 p.m. with auto-extension of five minutes each in the event of bids placed in the last five minutes.
7.	Notice for Sale Publication details	Financial Express (English + Gujrati Newspapers on 28 th March 2024.
8	Place for Submission of EMD	Mumbai- Mr. Atul Mishra, Authorised Officer, Axis Bank Limited, "Axis House", 7th Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025, Maharashtra, Mobile No.9821366780
9.	E-Auction website details	https://axisbank.auctiontiger.net/ Auction ID- 296568
10.	Contact Person for e-auction related details	Mr. Ravi Mudaliar, contact number, 9265562821 , email- ravi.m@eptl.in
10.	Terms and Conditions of Sale	Mentioned herein below

TERMS AND CONDITIONS OF SALE THROUGH E-AUCTION

1. The Secured Asset is being sold on **"As Is Where Is", "As Is What Is" and "Whatever There Is" basis.**

All liabilities, encumbrances, dues of authorities and departments, statutory or otherwise, and other dues (by whatever name called in whichever form, mode, manner), if any, in respect of the Secured 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 mortgage / charge and liabilities to Axis Bank Limited (hereinafter referred to as "Bank") in respect of the financial facilities as against the Scheduled Properties.

2. Neither 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/the 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.
4. The person(s) interested in submitting quotations/offers/Bids (such person(s) giving the quotation/bid/offer is herein after referred to as "**Bidder**") and the quotation/bid/offer given is hereinafter referred to as "**Bid**") shall submit the same for purchase of the Secured Assets as mentioned herein above in the prescribed Bid Form given in the **Annexure I** hereto. Bidder would be required to submit the KYC detail in the form and manner acceptable to the Bank / Authorised Officer. The Bids in duly completed Bid Form along with the Demand Draft/Pay Order towards the Earnest Money Deposit as per clause 5 below should be submitted either at Axis Bank Limited, Corporate Office, Structured Assets Group, 7th Floor, "Axis House" C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025 during working hours of the Bank, (except Saturday, Sunday and Bank Holidays). Any Bid not in the prescribed Bid Form may be treated as invalid. No correspondence shall be entertained in this behalf.
5. The Bid submitted must be accompanied by the Earnest Money Deposit ("EMD") by way of Pay Order/Demand Draft drawn on a Scheduled Bank in favour of "**Axis Bank Limited**" payable at **Mumbai/Rajkot**. 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 pay-order/demand draft given towards EMD from the Authorised Officer/ Bank, within two (2) working days from the date of sale/ E-Auction.

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 **7th May 2024** shall be able to access the e-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:

8th May 2024, between 12.00PM to 3.00PM

Bids submitted otherwise than in the format prescribed in the portal shall not be eligible for consideration.

6. The Secured Assets 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.

7. The Secured Assets will not be sold below the Reserve Price.
8. Bidder(s) may inspect the Secured Assets put on sale/ e-auction: with mutually decided date with prior appointment with authorized officer.
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.
9. The Bank shall make available to the prospective buyer(s)/ Bidder(s) who have collected the Tender Document, at the aforementioned address of the Bank all the relevant papers, documents, notices etc. with respect to Secured 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. shall be given to the prospective buyer(s) / Bidder(s).

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.

10. Authorised Officer / Bank reserves the right to adjourn, postpone or cancel the sale / auction without assigning any reason thereof.
11. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by the Authorised Officer / Bank. Bidder(s) acknowledge that Bank / Authorised Officer is not obliged to respond to questions or to provide clarifications.
12. The e-auction will be conducted on:

8th May 2024 between 12:00 p.m. to 3:00 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 another 5 minutes. The Bidder(s) may improve their Bid by way of inter-se 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'. 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 Bank/Authorized Officer.

13. By accepting this document, the Bidder(s) undertakes not to question, challenge, raise issues against the decision of the Bank/Authorised Officer, in any court of law, tribunal, forum, regulatory authority etc.
14. The Successful Bidder(s) shall be required to pay minimum 25% of the final Sale Consideration (including the EMD amount) by way of demand draft/pay order in favour of "Axis Bank Limited" payable at Mumbai/Ahmedabad or RTGS/NEFT 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 final sale

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, by way of demand draft/pay order in favour of "Axis Bank Limited" payable at Mumbai/ Dhule or RTGS/NEFT to the account, details of which are mentioned herein above.

In the event of any default in payment of sale 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/sale 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 Sale 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.

15. All costs, expenses, taxes, including VAT/GST/TDS (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 certificate, 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).
16. 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.
17. Transfer of the Secured Assets 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 I** hereto in accordance with the Security Interest (Enforcement) Rules, 2002, only upon receipt and realization from the Successful Bidder(s) of the entire sale consideration and execution by Successful Bidder(s) of such other documents as may be deemed necessary by the Authorised Officer.
18. As from the date of confirmation of the Bidder 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 Bank nor the Authorised Officer shall be liable for any such loss or damages.
19. 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 Authorised Officer of the Bank for sale of the Secured Assets under provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Rules made thereunder.

- 20.** 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 mortgage / charge of the Bank) of the properties / 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 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.
- 21.** 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.
- 22.** Conditional and Contingent Bid shall be treated as invalid.
- 23.** 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 Assets in question.
- 24.** The Bidder shall not be entitled to withdraw or cancel Bid once submitted.
- 25.** 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 Bidder (s) shall not be entitled to claim any interest, compensation or damage on any ground whatsoever from the Authorised Officer or the Bank. The Bank's decision in this behalf shall be final and binding on all the Bidders.
- 26.** In case, only single bid is submitted, then Authorised Officer/ Axis Bank Limited, at its sole discretion, may declare such bidder as Successful Bidder(s).
- 27.** 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.

28. If the dues of the Bank secured by the assets put up for sale/ e-auction together with all costs, charges and expenses incurred by the Bank are tendered to the satisfaction of the Bank by or on behalf of the Borrower at any time before the date fixed for sale/ e-auction or transfer of the Secured Assets, the assets in question shall not be sold or transferred.
29. The information in respect of the Secured Assets has been stated to the best of the knowledge of the Authorised Officer, who, however, shall not be responsible for any error, misstatement or omission in the said particulars. The Bidders are, therefore, requested to verify the same, in their own individual interests before submitting their Bids.
30. 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.
31. Removal of encroachments and/or unauthorized tenants/constructions, if any, on the Secured Assets as also resolution of the pending litigation including title dispute, if any, in respect of the Secured Assets shall be the sole responsibility of the Successful Bidder(s) and the Bank does not undertake any responsibility in this regard.
32. 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.
33. 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.
34. All payments to be made to the Bank with respect to the Bid/ proposed sale / sale shall be made in favour of "Axis Bank Limited" by way of a pay order / demand draft drawn on a Scheduled Bank, or by electronic means like NEFT/ RTGS transfer.
35. Disputes, if any, shall be subject to jurisdiction of Ahmedabad, Mumbai Courts/ Tribunals only
36. Words & expressions used hereinabove shall have the same meanings respectively assigned to them under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.

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., A-201, Wall Street - 2, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380 006, Gujarat.: 079-61200 546/595/544/520/519; Contact Persons: Mr. Ravi Mudaliar Mobile- +91 9265562821 email: ravi.m@eptl.in, Landline No. 079-68136869.

Sd/-

**Authorised Officer
Axis Bank Ltd.**

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

BIDDER:

Authorised Signatory

Name :

Designation :

Contact Nos :

Fax No.:

Email ID :

Annexure- I
BID FORM

Date:

AXIS BANK LIMITED,
Corporate Office
7th floor, "Axis House" C-2, Wadia International
Centre
Pandurang Budhkar Marg
Worli, Mumbai - 400 025

Dear Sir's,

Re: Bid for purchase of Secured Assets of **Spel Granito Private Limited (Currently under CIRP Proceedings under IBC Code)** pursuant to the Auction / Sale Notice dated 28th March 2024 published in Financial Express (English and Gujrati) on 28th March 2024 and Tender Document dated 28th March 2024 issued by Axis Bank Limited

1.	Name of the Borrower	Spel Granito Private Limited (Currently under CIRP Proceedings under IBC Code)	
2.	Description of the Secured Assets	LOT-1 All that pieces and parcel of immovable property of Flat No. 401 having built up area admeasuring about 34-12 Sq. Mt. on Fourth Floor of residential building named "Shivdhara Apartment" lying and situated on land of Revenue Survey No. 429 paiki of Rajkot having City Survey No. 3320-E-16 of City Sruvey Ward No. 15/2 of T.P. Scheme No. 2 of F.P. No. 115 of Rajkot City of Rajkot District.	
3.	Name and address of the Bidder		
4.	E-Mail Id		
5.	Name and contact details of authorized person representing the Bidder		
6.	Bid Amount		Bid Amount (in Rs.)
7.	Details of Earnest Money Deposit (EMD) Amount		DD/PO/UTR No.

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I/We, the Bidder, confirm that:

- a. The sale of the Secured Assets by Axis Bank Limited shall be as per the provisions of the 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”, “As Is What Is” and “Whatever There Is” basis.**
- c. I / we have perused the relevant papers, documents etc. furnished by Axis Bank Limited.

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 Limited/ 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.

- 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 Limited / Authorised Officer.
- e. I / We have satisfactorily inspected the Secured Assets.
- f. I / 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 and 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 and the Sale Notice.
- 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 Limited 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 Limited and if I/we fail to accept or act upon the terms & conditions of the Bid or is/ 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 Limited.

Yours
faithfully,

Signature of Bidder

KYC Documents:

Individual*	Company/LLP*
Pan card	Pan card
Identity Proof: Passport /Driving License / Adhar Card/Voter ID/ ID issued by Government of India.	Certificate of Incorporation
Address Proof: Electricity Bill/Passport/ Telephone Bill (Land Line).	Copy Of MOA/AO and Certified copy of Board Resolution

*Copy of All KYC documents should be self-attested.

Annexure - II

DRAFT SALE CERTIFICATE

(For Immovable Property)

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

Whereas,

The undersigned being the Authorised Officer of Axis Bank Limited having its Registered Office at "Trishul", Third Floor, Opposite Samartheshwar Temple, Near Law Garden, Ellisbridge, Ahmedabad 380 006 and Corporate Office at "Axis House" C-2, Wadia International Centre, P.B. Marg, Worli, Mumbai 400 025 under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) and in exercise of the powers conferred under Section 13 of the SARFAESI Act read with rules 8 & 9 of the Security Interest (Enforcement) Rules, 2002 in consideration of the payment of Rs. _____/- (Rupees _____ only) sold on behalf of Axis Bank Limited (Secured Creditor) in favour of _____ (purchaser), the secured asset described and shown in the **Schedule I (hereinafter referred to as "Schedule Property")** hereto, secured in favour of Axis Bank Limited by _____ ("Mortgagor") towards the **Financial Facilities** offered by Axis Bank Limited to **Spel Granito Private Limited (Currently under CIRP Proceedings under IBC Code)(Borrower, Mortgagor & Hypothecator ("Borrower"))**.

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

Sr. No.	Mode of Payment (DD/ Pay Order)	Date of DD/ Pay order	Amount (in Rs.)
1			
2			
3			
4			
5			
TOTAL			

The undersigned has handed over the delivery and possession of the schedule property to the Purchaser.

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

List of encumbrances known to the Secured Creditor: NIL

The Secured Asset is sold strictly on "**As Is Where Is Basis**", "**As Is What Is Basis**", "**Whatever There Is**" basis with all known and unknown encumbrances (except the

encumbrances and liabilities to the Secured Creditor in respect of the financial facilities including interest thereon as against the Schedule Property).

**Purchaser
Officer**

Authorised

Axis Bank Limited

Place: Date:

**SCHEDULE I (Forming part of Sale Certificate)
DESCRIPTION OF THE SECURED ASSET CONSTITUTING SCHEDULE PROPERTY**

TO BE FILLED UP

Purchaser

**Authorised Officer
Axis Bank Limited**

**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**", and "**Whatever There Is**" 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 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.

Purchaser

**Authorised Officer
Axis Bank Ltd**

Date:

Place: