

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, (9821366780) nilay.sharan@axisbank.com
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 2002) read with proviso to Rule 8 (6) and Rule 9 of the Security Interest (Enforcement) Rules, 2002.

Whereas the Authorised Officer of Axis Bank Limited (hereinafter referred to as '**the Bank**'), under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("Securitisation Act, 2002") and in exercise of powers conferred under section 13(12) read with rule 3 of the Security Interest (Enforcement) Rules, 2002 ("SARFAESI Rules") issued demand notice dated 19th August 2020 calling upon the Borrower/Guarantors to repay the amount mentioned in the said notice along with interest at contractual rate and incidental expenses, costs, charges, etc. incurred/ to be incurred till the date of payment of entire amount, within 60 days from the date of the said notice.

However, as the Borrower/Guarantors failed to repay the amount, thereafter Mr. Anil Biharilal Joshi handed over the below mentioned/auctioned properties to the authorised officer of Axis Bank Ltd under section 13(4) of the Securitisation Act, 2002 r/w SARFAESI Rules, which are proposed to be sold by way of e-auction on "**As Is Where Is**", "**As Is What Is**" and "**Whatever There Is**" basis.

Pursuant to the physical possession taken by the Authorised Officer, ONLINE BIDS are hereby invited by the undersigned for purchase of the below mentioned properties/ assets, secured for the credit facilities granted to:

1. Name of Borrower: **Joshi Freight Carriers (Borrower)**
2. Guarantors/Mortgagors/ : **1. Mr. Anil Biharilal Joshi (Proprietor Mortgagor and Guarantor) 2. Mrs. Preeti Anilkumar Joshi (Guarantor) 3. Mrs. Aashadevi Sham Khandelwal 4. Mr. Sunil Rushikumar Sharma.**

Outstanding Amount as per Demand Notice dated 19th August 2020 is Rs. 6,58,12,821/- (Rupee Six crores Fifty-eight lakhs Twelve Thousand Eight Hundred Twenty-one) being the amount due as on 31st July, 2020, with further interest from 01st August, 2020 thereon at the contractual rate of interest 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 property, reserve price and the earnest money deposit will be as follows;

Sr. No.	DESCRIPTION OF PROPERTY	RESERVE PRICE	EARNEST MONEY DEPOSIT (EMD)
LOT-I	P No 1+3+Parking, In G. No. 196/A, Abutting to N.H. 3 at Village Purmepada, Tal & Dist. Dhule owned by Mr Anil Biharilal Joshi, bounded as under: <u>(Plot No. 1) admeasuring 4144.25 sq.mtrs</u>	Rs. 88,75,065/-	Rs. 8,87,506/-

	<p>East : Gat No. 195 West : Road South : Open Space, Parking North : Gat No 195, Forest</p> <p><u>(Plot No. 3) admeasuring 1440.00 sq.mtrs</u> East : Gat No. 195 West: Petrol Pump South: Gat No. 196/B North: Road <u>Parking admeasuring 776.25 Sq. Mtrs. Out of Gat No. 169/A</u> East : Gat No.195 West: Road South: Open Space, Parking North: Gat No. 195, Forest</p>		
LOT-II	<p>Plot No. 1,2,3,4 at Gat No. 196/B abutting to N.H. 3 at Village Purmepada , Tal & Dist. Dhule, owned by Mr. Anil Biharilal Joshi, Bounded as under: <u>For Plot No. 1</u> East : Open Space West: Road South : Plot No. 2 North : Gat No. 196/A <u>For Plot No. 2</u> East : Open Space West: Road South : Road North : Plot No. 1 <u>For Plot No. 3</u> East : Gat No. 195 West: Road South : Plot No. 4 North : Road <u>For Plot No. 4</u> East : Gat No. 195 West: Road South : Adj. Gat No. 197 North : Plot No. 3</p>	Rs. 61,11,572/-	Rs. 6,11,157/-
LOT-III	<p>Plot No. 8 in S. No. 463/1A, at Tirupati Nagar, Agarwal Nagar, Dhule, owned by Mr. Anil Biharilal Joshi, Bounded as under East : Plot No. 9 West: S. No. 461 Part South : S. No. 461/1B North : Road</p>	Rs. 35,07,511/-	Rs. 3,50,751/-

The bids shall be submitted online through website <https://axisbank.auctiontiger.net> as per schedule given below. Auction ID's are: 308850, 308851 and 308852)

Last date for submission of

21st August 2024

ONLINE BIDS	
Payment of EMD	<p>By way of Demand Draft/ Pay Order in favour of 'Axis Bank Limited' payable at Mumbai/ Dhule, to be submitted on or before 21st August 2024 by 5:00 p.m. at either of the following address:</p> <p>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.</p> <p>Dhule Mr. Mahendra Joshi, Axis Bank Ltd. Lane No.2, Ground Floor, Main Market, Lalbag, Dhule 424001. Contact person – Mob. No. 9970842162</p> <p>Online Transfer of EMD in the below mentioned account number.</p> <p>IFSC Code - UTIB0000711</p> <p>Acc No. - 71101291013432</p> <p>Acc Name - NPA RECOVERY PENDING APPROPRIATION</p> <p>Branch Name - CREDIT MANAGEMENT CENTRE</p>
Date and time of e-auction	22nd August 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.
Inspection of property	The inspection shall be carried out with prior appointment of Authorised Officer.
Bid Increment Amount	Rs. 50,000/- (Rupees Fifty Thousand only)
Encumbrances	NIL (Not Known to Bank)

Terms & Conditions

Terms & Conditions

1. The secured assets 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 terms & conditions stated in the prescribed Tender Document. Interested Parties/ Bidders may go to the website of service provider <https://axisbank.auctiontiger.net> to obtain the said Bid Document/ Bid Form or may be collected from below mentioned address with prior intimation to the Authorised Officer.

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

Dhule Mr. Mahendra Joshi, Axis Bank Ltd. Lane No.2, Ground Floor, Main Market, Lalbag, Dhule 424001. Contact person – Mob. No. 9970842162

3. Inspection of the properties will be offered on a mutually agreed date and time. Inspection of relevant documents available with the banks will be offered with prior appointment.

4. The interested parties shall be permitted to participate and bid in the e-auction only if EMD amount has been received by the Bank along with the documents as prescribed in the Bid Document/ Bid Form.
5. The Authorised Officer reserves the right to accept or reject any/or all the offers/bids or adjourn, postpone or cancel the e-auction without assigning any reason thereof.
6. The Successful Bidder shall deposit 25% of the amount of sale consideration, after adjusting the EMD already paid, immediately i.e. on the same day or not later than next working day, failing which the EMD shall be forfeited without any prior notice. The balance 75% of the sale consideration is payable within fifteen days from the date of confirmation of sale by the Authorised Officer or such extended period as may be mutually agreed upon between the Successful Bidder and the Bank. In case of failure to deposit the balance amount within the prescribed period mentioned above, same shall be dealt in accordance with the terms and conditions of the Bid Document.
7. The Borrower/Guarantors are hereby put to **notice (of Fifteen Days)** in terms of rule 8(6) rule 9 (1) of SARFAESI Rules and other applicable SARFAESI rules that the Secured/aforementioned Assets would be sold in accordance with this notice in case the amount outstanding as per the demand notice dated 19.08.2020 along with future interest and other expenses is not fully repaid.
8. Eligible bidder who has duly complied with requirements in point 4 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>.
9. 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.: Contact Person : Ravi Mudaliar 9265562821, 9265562818, Mail id : ravi.m@eptl.in / support@auctiontiger.net
10. Auction will be conducted online on the website <https://axisbank.auctiontiger.net> on **22nd August 2024 between 12.00 pm. to 3.00 pm.** 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.
11. The EMD shall be returned (without any interest thereon) to the unsuccessful Offeror/Bidder by the Authorised Officer / Bank within two (2) working days from the Date of sale/E-Auction.
12. 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 property.
13. The successful bidder should deduct TDS @1% on the total sale consideration under section 194IA of the Income Tax Act and deposit the same with the Income Tax authority and submit the details thereof to the bank.
14. 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.

15. 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.
16. The borrowers and the mortgagors, guarantors attention is invited to provision of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.
17. 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.

18. **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: 1st August 2024
Place: Mumbai

Sd/-
Authorised Officer
Axis Bank Ltd.

1st August 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**

And/ or

Axis Bank Ltd. Lane No.2, Ground Floor, Main Market,
Lalbag, Dhule 424001.

Details:

1.	Name of the Borrower	Joshi Freight Carriers		
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-I	<p>P No 1+3+Parking, In G. No. 196/A, Abutting to N.H. 3 at Village Purmepada, Tal & Dist. Dhule owned by Mr Anil Biharilal Joshi, bounded as under:</p> <p><u>(Plot No. 1) admeasuring 4144.25 sq.mtrs</u> East : Gat No. 195 West : Road South : Open Space, Parking North : Gat No 195, Forest</p> <p><u>(Plot No. 3) admeasuring 1440.00 sq.mtrs</u> East : Gat No. 195 West: Petrol Pump South: Gat No. 196/B North: Road <u>Parking admeasuring 776.25 Sq. Mtrs. Out of Gat No. 169/A</u> East : Gat No.195 West: Road South: Open Space, Parking North: Gat No. 195, Forest</p>	Rs. 88,75,065/-	Rs. 8,87,506/-	Rs. 50,000/- (Rupees Fifty Thousand only)
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LOT-III	<p>Plot No. 8 in S. No. 463/1A, at Tirupati Nagar, Agarwal Nagar, Dhule, owned by Mr. Anil Biharilal Joshi, Bounded as under East : Plot No. 9</p>	Rs. 35,07,511/-	Rs. 3,50,751/-	Rs. 50,000/- (Rupees Fifty Thousand only)

	West: S. No. 461 Part South : S. No. 461/1B North : Road			
3.	Name of the Mortgagors/Guarantors	1. Mr. Anil Biharilal Joshi (Proprietor Mortgagor and Guarantor) 2. Mrs. Preeti Anilkumar Joshi (Guarantor) 3. Mrs. Aashadevi Sham Khandelwal 4. Mr. Sunil Rushikumar Sharma.		
4.	Inspection of the Secured Assets	The inspection shall be carried out with prior appointment of Authorised Officer.		
5.	Submission of Tender Form/bid(s) along with EMD should be done latest by	21 st August 2024 by 5:00 p.m.		
6.	E- Auction on	22nd August 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	Indian Express and Loksatta (English and Marathi Newspapers) on 1 st August 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 Dhule Mr. Mahendra Joshi , Axis Bank Ltd. Lane No.2, Ground Floor, Main Market, Lalbag, Dhule 424001. Contact person – Mob. No. 9970842162		
9.	E-Auction website details	https://axisbank.auctiontiger.net/ Auction ID- 308850, 308851, 308852.		
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 or **Dhule Mr. Mahendra Joshi**, Axis Bank Ltd. Lane No.2, Ground Floor, Main Market, Lalbag, Dhule 424001. Contact person – Mob. No. 9970842162 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/Dhule**. 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 **21st August 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:

22nd August 2024 between 12.00 p.m. to 3.00 p.m.

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:

22nd August 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/Dhule 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. 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.
17. 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.
18. 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.

- 19.** 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.
- 20.** 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.
- 21.** Conditional and Contingent Bid shall be treated as invalid.
- 22.** 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.
- 23.** The Bidder shall not be entitled to withdraw or cancel Bid once submitted.
- 24.** 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.

- 25.** 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).
- 26.** 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.
- 27.** 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.
- 28.** 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.
- 29.** The Bidder shall furnish to the satisfaction of the Bank, particulars for the purpose of KYC norms, information regarding the source of its funds and such other information as the Authorised Officer may require in the context of the Bid / sale. Any falsehood, inaccuracy or incompleteness in this regard in any respect by a Bidder, shall lead to disqualification of such Bidder.
- 30.** 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.
- 31.** 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.
- 32.** 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.
- 33.** 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.
- 34.** Disputes, if any, shall be subject to jurisdiction of Ahmedabad Courts/ Tribunals only
- 35.** 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

And/or

Axis Bank Ltd,

Axis Bank Ltd. Lane No.2, Ground Floor, Main Market, Lalbag, Dhule 424001

Dear Sir's,

Re: Bid for purchase of Secured Assets of Joshi Freight Carriers pursuant to the Auction / Sale Notice dated 1st August 2024 published in " Indian Express + Loksatta (Marathi)", circulation in Dhule on 1st August 2024 and Tender Document dated 1st August 2024 issued by Axis Bank Limited

1.	Name of the Borrower	Joshi Freight Carriers (Borrower)
2.	Description of the Secured Assets	LOT -I P No 1+3+Parking, In G. No. 196/A, Abutting to N.H. 3 at Village Purmepada, Tal & Dist. Dhule owned by Mr Anil Biharilal Joshi. Reserve Price Rs. 88,75,065/- LOT-II Plot No. 1,2,3,4 at Gat No. 196/B abutting to N.H. 3 at Village Purmepada , Tal & Dist. Dhule, owned by Mr. Anil Biharilal Joshi, Reserve Price Rs. 61,11,572/- LOT-III Plot No. 8 in S. No. 463/1A, at Tirupati Nagar, Agarwal Nagar, Dhule, owned by Mr. Anil Biharilal Joshi Reserve Price Rs. 35,07,511/-
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.

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 **Joshi Freight Carriers ("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: