



**SALE NOTICE FOR SALE OF IMMOVABLE PROPERTY
(Under Rule 8(6) R/W Rule 9(1) of the 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 read with proviso to Rule 8(6) r/w Rule 9(1) of the Security Interest (Enforcement) Rules, 2002.

LOAN ACCOUNT NO: TCFLA0280000012627091: VISION INVEST TECH PRIVATE LIMITED

This is to inform that **Tata Capital Ltd. (TCL)** is a non-banking finance company and incorporated under the provisions of the Companies Act, 1956 and having its registered office at Peninsula Business Park, Tower A, 11th Floor, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400013 and a branch office amongst other places at **Bhopal** ("Branch"). That vide Orders dated 24.11.2023, the National Company Law Tribunal (NCLT) Mumbai has duly sanctioned the Scheme of Arrangement between Tata Capital Financial Services Limited ("TCFSL") and Tata Cleantech Capital Limited ("TCCL") as transferors and Tata Capital Limited ("TCL") as transferee under the provisions of Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013 ("said Scheme"). In terms thereof, TCFSL and TCCL (Transferor Companies) along with its undertaking have merged with TCL, as a going concern, together with all the properties, assets, rights, benefits, interest, duties, obligations, liabilities, contracts, agreements, securities etc. w.e.f. 01.01.2024. In pursuance of the said Order and the Scheme, all the facility documents executed by TCFSL and all outstanding in respect thereof stood transferred to Applicant Company and thus the TCL is entitled to claim the same from the [Borrowers/Co-Borrowers] in terms thereof.

Notice is hereby given to the public in general and in particular to the below Borrower/Co- Borrower that the below described immovable property mortgaged to **Tata Capital Limited (Secured Creditor/TCL)**, the Possession of which has been taken by the Authorised Officer of Tata Capital Limited (Secured Creditor), will be sold on **07th Day of April, 2026 "As is where is basis" & "As is what is and whatever there is & without recourse basis"**.

Whereas the sale of secured asset is to be made to recover the secured debt and whereas there was a due of a sum **Rs. 66,47,033/- (Rupees Sixty Six Lakh(s) Forty Seven Thousand Thirty Three Only) vide Loan Account bearing No. TCFLA0280000012627091 as on 23-Feb-2026 from Borrowers/Co-Borrowers and Guarantor, i.e., (1) M/s. Vision Invest Tech Private Limited (Through Prop. Mr. Pradeep Karambelkar); (2) Mr. Pradeep Karambelkar; (3) Mr. Narendra Ganesh Karambelkar; (4) Mrs. Shradha Karambelkar all having address at: E-4, Arera Colony, Behind Datt Mandir, Bhopal, Madhya Pradesh - 462016; Also Add: C-101, Nehru Nagar, Nigam Office Nehru Nagar, T.T. Nagar, Bhopal, Madhya Pradesh - 462003; Also Add: Plot No. B-40, State Electronics Development Corporation Ltd. (Software Development, Web Technology, Development and CRM Based Project), IT PARK, Village Badwai, Under Municipal Corporation Limit, Tehsil and Huzur, Bhopal, Madhya Pradesh - 462001.**

Notice is hereby given that, in the absence of any postponement/ discontinuance of the sale, the said property shall be sold by E- Auction at **2.00 P.M.** on the said **07th Day of April, 2026** by TCL., having its branch office at **2nd Floor, Plot No. 10, Alankar Complex, MP Nagar - II, Bhopal, Madhya Pradesh - 462011.**

The sealed E- Auction for the purchase of the property along with EMD Demand Draft shall be received by the Authorized Officer of the **TATA CAPITAL LIMITED** till **5.00 P.M.** on the said **06th Day of April, 2026.**

Description of Secured Assets	Type of Possession	Reserve Price (Rs.)	Earnest Money EMD (Rs)
	Constructive/ Physical		
<p>One Lease Hold Plot No. B-40, State Electronics Development Corporation Ltd. (Software Development, Web Technology, Development and CRM Based Project), IT PARK, Village Badwai, Under Municipal Corporation Limit, Tehsil and Huzur, Bhopal- 462001. Total Area. 0.452. Acre.</p> <p><u>Boundaries are as follows:</u> On the East: 24 Mtr Road; On the West: 09 Mtr Road; On the North: Plot no B-41; On the South: Plot no. B-39</p>	Constructive	<p>Rs. 1,47,67,000/- (Rupees One Crore Forty Seven Lakh(s) Sixty Seven Thousand Only)</p>	<p>Rs. 14,76,700/- (Rupees Fourteen Lakh(s) Seventy Six Thousand Seven Hundred Only)</p>

The description of the property that will be put up for sale is in the Schedule. Movable articles/House hold inventory if any lying inside and within secured asset as described above shall not be available for sale along with secured asset until and unless specifically described in auction sale notice. The sale will also be stopped if, amount due as aforesaid, interest and costs (including the cost of the sale) are tendered to the 'Authorized Officer' or proof is given to his satisfaction that the amount of such secured debt, interest and costs has been paid. At the sale, the public generally is invited to submit their tender personally. No officer or other person, having any duty to perform in connection with this sale shall, however, directly or indirectly bid for, acquire or attempt to acquire any interest in the property sold. The sale shall be subject to the rules/conditions prescribed under the SARFAESI Act, 2002. The E-auction will take place through portal <https://BidDeal.in> on **07th Day of April, 2026** between **2.00 PM to 3.00 PM** with unlimited extension of 10 minutes each. All the Bids submitted for the purchase of the property shall be accompanied by Earnest Money as mentioned above by way of a Demand Draft favoring the "TATA CAPITAL LIMITED" payable at **Bhopal**. Inspection of the property may be done on **27th Day of March, 2026** between **11.00 AM to 5.00 PM**.

Note: The intending bidders may contact to Tata Capital Limited at Mobile No. +91-8691005238 / Authorized Officer Mr. Manish Shendre; Email id: manish.shendre@tatacapital.com and Mobile No. +91-9820257322.

For detailed terms and conditions of the Sale, please refer to the link provided in secured creditor's website, i.e.,

Place- Bhopal, Madhya Pradesh

Date-

Sd/-
Authorized Officer
Tata Capital Limited

Branch Address: 2nd Floor, Plot No. 10, Alankar Complex, MP Nagar – II, Bhopal, Madhya Pradesh - 462011.

TERMS AND CONDITIONS OF E-AUCTION

1. The description of the property/properties provided by the particulars specified in the respective Sale Notice have been stated to the best of the information of the TCL or Authorised Officer, and the TCL or Authorised Officer shall not be answerable for any error, misstatement or omission in this proclamation. In the event of any dispute arising as to the amount bid, or as to the bidder(s), the lot shall at once again be put up to auction. Movable articles/House hold inventory if any lying inside and within secured assets as described above shall not be available for sale along with secured assets until and unless specifically described in auction sale notice.
2. The interested purchasers shall be permitted to participate and bid in the E-Auctions only if EMD Amount has been received by TCL along with the KYC documents. The properties shall not be sold below the Reserve Price.
3. In case only single bid is submitted for the Secured Asset then Authorised Officer/TCL, at its sole discretion, may declare such bidder as Successful Bidder.
4. Neither TCL or 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 Asset offered for sale.
5. The highest bidders shall be declared to be the purchaser of any lot provided always that he is legally qualified to bid and provided further that the amount bid by him is not less than the reserve price. It shall be in the discretion of the 'Authorized Officer' to decline acceptance of the highest bid when the price offered appears so clearly inadequate as to make it inadvisable to do so.
6. For reasons recorded, it shall be in the discretion of the 'Authorized Officer' to adjourn, postpone or cancel the sale/E-Auction without assigning any reason thereof.
7. The Successful bidder shall pay all the statutory dues/taxes/charges/fees/housing society property tax/electricity/water, etc., if any. If the intending bidder requires, he should appraise himself about various dues from different organization before bidding. TCL holds no responsibility to provide information about the same.
8. The intending bidders should make their own independent inquiries regarding the encumbrances, titles of properties put on auction and claims/rights/dues/affecting the Secured Asset, prior to submitting to their bid. The E-Auction advertisement does not constitute and will not be deemed to constitute any commitment of any representation on behalf of TCL. The Secured Asset is being sold with all the existing and future encumbrances whether known or unknown to TCL. The Authorised Officer of Secured Creditor shall not be responsible in any way for any third-party claims/rights/dues.
9. Sale of immovable property/properties shall be strictly subject to Terms and conditions and Disclaimers stipulated in the Public E-Auction Sale Notice, prescribed bid document, offer Acceptance Letter and any other related documents.
10. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by the Authorised Officer/TCL. The intending purchasers acknowledge that TCL/Authorised Officer is not obliged to respond to questions or to provide clarifications.

11. The eligible bidder(s) may participate in the e-auction bidding from their own offices/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/herself/itself/themselves. The Authorised Officer/TCL/e-auction service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure, etc.

12. The person declared to be the purchaser shall, immediately after such declaration, deposit twenty-five per cent of the amount of purchase money to the 'Authorized Officer'. In default of such deposit, the EMD shall be forfeited and the property shall forthwith be put up again and resold.

13. In case the initial deposit is made as above said, the balance amount of the purchase money payable shall be paid by the purchaser to the 'Authorized Officer' on or before the 15th day from the date of confirmation of the sale of the property, exclusive of such day, or if the 15th day be a Sunday or other holiday, then on the first office day after the 15th day, which can be extended as may be agreed upon in writing between the Successful Bidder and TCL/Authorised Officer. In default of payment within the period mentioned above, the property shall be resold, after the issue of a fresh proclamation of sale and all amounts deposited till then shall be stand forfeited by the TCL and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold. The Secured Asset shall be resold at the discretion of the Authorised Officer.

14. By accepting this document, the Bidder(s) undertakes not to question, challenge, raise issues against the decision of the TCL/Authorised Officer, in any court of law, tribunal, forum, regulatory authority, etc.

15. Transfer of the Secured Asset to the Successful Bidder shall be effected by the Authorised Officer via execution of the Sale Certificate in accordance with the Security Interest (Enforcement) Rules, 2002, only upon receipt and realization from the Successful Bidder of the entire purchase consideration and execution by Successful bidder of such other documents as may be deemed necessary by the Authorised Officer.

16. As from the date of confirmation of the Bid as Successful bidder of the Secured Asset, all the risk, costs, responsibilities including the risks and costs as regards any loss or damage to the Secured Asset 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 and neither TCL nor the Authorised Officer shall be liable for any such loss or damages.

17. By accepting this document the Bidder(s)/Successful Bidder undertakes to keep TCL 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 to be incurred by TCL), which shall suffer as a result of any failure on the part of the Successful Bidder and to meet and clear any such liabilities, encumbrances and dues or any claim, proceedings, litigations, made by any person related or unrelated to the Secured Asset in respect of such liabilities, encumbrances and dues. By accepting this document, the Bidder/Successful Bidder undertakes to keep TCL indemnified and save harmless the TCL 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/Purchaser by TCL for sale of the Secured Asset under the provisions of SARFAESI Act and Rules made thereunder.

18. Conditional Bid may be treated as invalid and contingent Bid shall be treated as invalid.

19. The Bidder shall not be entitled to withdraw or cancel Bid once submitted.

20. The Successful Bidder shall be bound by the regulations of the local/any other authority, as applicable with regard to the use of the Secured Asset.

21. 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 any other party/parties or invite fresh bids or through any other process at any stage before confirmation of the sale and in that event, in his/her absolute discretion, to follow a different method for conduct of sale to realize highest sale value of the Secured Asset or to adopt or resort to any other remedy available to it for recovery of its dues. Upon such action on the part of the Authorised Officer, the bidders shall not be entitled to claim any interest, compensation or damage on any ground whatsoever from the Authorised Officer or TCL. The decision taken by Authorised Officer shall be final.

22. The interested Bidder shall furnish to the satisfaction of the Authorised Officer, particulars for the purpose of KYC norms, information regarding the source of its funds and such other information as may be necessary in the context of bid/sale. Any falsehood, inaccuracy or incompleteness in this regard in any respect by a bidder, shall lead to disqualification of such bidder.

23. Removal of encroachments and /or unauthorized tenants/constructions, if any, on the Secured Asset as also resolution of the pending litigation including title dispute, if any, in respect of the Secured Asset shall be the sole responsibility of the Successful Bidder and TCL does not take any responsibility in this regard.

24. Any expenses (by whatever name called) incurred towards moving, handling, relocating, transportation, demarcation in respect of any action related to Secured Asset and any other incidental expenses including insuring labourers for the same shall be borne by the Successful Bidder and TCL shall not be liable for the same.

25. 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, without any prior notice.

26. All payments to be made to TCL with respect to the Bid/proposed Sale/Sale shall be made in favour of "TATA CAPITAL LIMITED" by way of DD/NEFT/RTGS.

27. Words and expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act, 2002 and rules made thereunder.

28. Where the immovable property/properties are subject matter of any suit, application, proceedings or litigation (lis pendens) before any court, tribunal, forum or any other authority, the scheduled sale will be subject to the order of such court, tribunal, forum or any other authority.

29. On sale of the immovable property/properties, the Successful Bidder/Purchaser shall not have any claim of whatsoever nature against TCL or its Authorised Officer.

30. The offer shall be above Reserve Price and bidders shall improve their offers in multiples of bid incremental amount.

31. Upon receipt of bid with the necessary documents as mentioned therein within the stipulated date and time in the E-Auction Sale Notice, a password/user ID will be provided by Service Provider to eligible bidders/prospective purchasers to participate in the online auction. Necessary trainings will be provided by the Service Provider.

32. On receipt of the entire sale consideration, the Authorized Officer shall issue the Sale Certificate and the sale shall be considered complete/absolute thereafter and that TCL shall entertain no claims.

33. As per Section 194-IA of the Income Tax Act, 1961, TDS shall be applicable on the sale proceeds wherein the sale transaction is Rs.50,00,000/- and above. The successful bidder/purchaser shall deduct the requisite percentage of TDS from the Sale Price and deposit the same with the Income Tax department in Form 16B. The TDS payment acknowledgement slip is required to be submitted to the Authorised Officer.

INSTRUCTIONS FOR FILLING UP THE BID DOCUMENT:

The Bid Document should be duly filled up and signed and should be accompanied by a copy of any of the following documents / Proof of Identity etc. of the Bidder(s).

- In case of an Individual, self-attested copies of:

1. Passport
2. PAN Card
3. Driving License
4. Voter's Identity Card
6. Photo Debit / Credit Card issued by a Bank
7. Aadhar Card
8. Any other identification with Photograph (subject to satisfaction of Company).

- In case of a Sole Proprietorship Concern, a Bank Confirmation should be furnished to the effect that the individual signing / executing the Invitation to Bid Document is the sole proprietor thereof and further stating that the Account from which payments are made or pay orders / Demand Drafts are issued is maintained / operated by and in the name of the Sole Proprietorship Concern. The Invitation to Bid Document should be signed / executed by the Sole Proprietor and the seal / stamp of the Sole Proprietorship Concern should be affixed wherever required. In addition to the above, a PAN Card or any other document like Sales Tax / VAT / GST etc. registration certificate in the name of the sole proprietorship concern should also be furnished.

- In case of a Partnership Firm (including a Limited Liability Partnership Firm i.e., LLP), a certified true copy of the Partnership Deed along with the proof of registration of the firm with the Registrar of Firms should be submitted. The Invitation to Bid Document should be jointly signed / executed by all the partners of the firm or by such partner/s holding a valid and express authority from the other partners, duly empowering any such one or more partner/s to execute, submit bids(s) on behalf of the Partnership Firm and/or otherwise represent the Partnership Firm subject however to the provisions contained in the Indian Partnership Act / the Limited Liability Partnership Act, as the case may be. The seal / stamp of the Partnership Firm should be affixed wherever required.

- In case of a Company, a certified true copy of the Certificate of Incorporation, Memorandum and Articles of Association along with necessary Resolutions of the Company should be submitted. The Invitation to Bid Document should be signed / executed by the Director/s empowered to sign and represent the company as per the resolutions passed from time to time and/or as set out in the Memorandum and Articles of Association of the Company subject however to the provisions contained in the Companies Act, 1956. The Common Seal / stamp of the Company should be affixed wherever required. The main objects of the company and/or other objects incidental to the main objects as enshrined in the Memorandum and Articles of Association of the Company should clearly include and/or indicate the power/right/authority of the Company to buy, purchase, hold or acquire immovable properties.

- In case of a Trust, a certified true copy of the Trust Deed clearly setting out the names of the beneficiaries along with the proof of registration of the Trust, if any, should be submitted. The Invitation to Bid Document should be jointly signed / executed by all the Trustees or by such Trustee/s holding a valid and express authority from the other Trustees, empowering any such one or more Trustees/s to execute or submit bids(s) on behalf of the Trust and/or otherwise to represent the Beneficiaries of the Trust subject however to the provisions contained in the Indian Trusts Act or any other state or central legislation / enactment dealing with trusts. The seal / stamp of the Trust should be affixed wherever required. A Bank Confirmation should be furnished to the effect that the individual(s) signing / executing the Invitation to Bid Document(s) is/are the Trustee(s) thereof and further stating that the Account from which payments are made or pay orders / demand drafts are issued is maintained / operated by and in the name of the Trustee(s) of the Trust on behalf of the individuals beneficially entitled to the amounts in the said account and the amounts form part of the Trust Property. The main objects of the Trust and/or objects incidental to the main objects as enshrined in the Trust Deed should clearly include and/or indicate the power/right/authority of the Trustees to buy, purchase, hold or acquire immovable properties.

- In case of a Hindu Undivided Family (HUF), a certified true copy of the HUF Declaration clearly setting out the names of all the members / co-parceners along with PAN Card in the name of the Karta of the HUF should be submitted. The Invitation to Bid Document should be signed / executed by the Karta on behalf of the HUF or any other coparcener empowered to represent the HUF. The seal / stamp of the HUF should be affixed wherever required. A Bank Confirmation to the effect that the individual signing / executing the Invitation to Bid Document, Declaration etc. is the Karta thereof and further stating that the Account from which payments are made or pay orders / Demand Drafts are issued is maintained / operated by and in the name of the HUF should be furnished. The Bank should also confirm the names of the members and/or coparceners of the HUF in writing. Full signature of the Bidder(s) along with stamp / seal wherever necessary is also required to be affixed on each page at the place marked [X] in token of acceptance of the terms and conditions of the auction sale.

DECLARATION – I

The Officer of

Tata Capital Limited

11th Floor, Tower A, Peninsula Business Park,

Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400 013

Dear Sir,

I/We, the Bidder(s) aforesaid do hereby state that, I/we have read the terms and conditions for sale of Immovable Properties / Secured Assets mentioned in the Public Notice for Sale (Auction Sale Notice), Bid Document, and Declaration etc. and understood them fully. I/We, hereby unconditionally agree to comply with and to be bound by the said terms and conditions.

I/We further declare that I/we intend to purchase the above referred Immovable Properties / Secured Assets from Company for my/our own use or for the use of my/our assignee(s)/nominee(s) on AS IS WHERE IS BASIS and that the information furnished by me/us in the Bid Document is true and correct to the best of my/our knowledge and belief. I/We understand / agree that in the event any of the statement/information furnished by me/us is found to be incorrect and/or untrue and/or I/we default in making payment within the stipulated period or otherwise fail to comply with the terms and conditions of the Bid Document, my / our bid/offer shall be treated as invalid and liable to be rejected and in such an eventuality 25% of the sale consideration / sale price deposited with Company shall stand forfeited and Company shall be at liberty to annul the sale / withdraw its acceptance to the offer made to me/us at any point of time. I/We also agree that after acceptance of my/our bid/offer for purchase of the Immovable Properties / Secured Assets by Company, if I/we fail to act upon the terms & conditions of the offer acceptance letter or am / are not able to complete / conclude / consummate the transaction within the time limit specified in the offer acceptance letter / Bid Document or the Act for any reason whatsoever and / or fail to fulfill or comply with any / all the terms & conditions of the Bid Document, Public Notice for Sale, Declaration, undertakings, Affidavits, Offer Acceptance Letter etc., 25% of the sale consideration / sale price deposited with Company by me / us shall be liable to be forfeited by Company.

Notwithstanding what is stated hereinabove and in the event Company decides not to cancel / annul the offer, I / we hereby declare and confirm that Company shall have the right to proceed against me / us for specific performance of the contract.

I / We hereby declare that the amount tendered / paid by me/us towards the Earnest Money Deposit (EMD) and/or the amounts that will be tendered / paid by me/us or caused to be tendered / paid on my/our behalf and/or by my/our assignee(s) / nominee(s) in future towards sale consideration (in the event my/our offer is accepted by Company), is / shall be generated through legitimate sources and does not / shall not include directly or indirectly any proceeds derived/arising out of any scheduled offence committed/abetted by me/us and/or is not designed/intended for the purpose of contravention or evasion under the Prevention of Money Laundering Act, 2002, the Rules framed thereunder and guidelines issued by the Reserve Bank of India (RBI) on Anti Money Laundering, or under any other law for the time being in force.

I/We hereby covenant, agree and undertake to indemnify and keep indemnified, save harmless Company against any loss that may be caused or occasioned on account of breach of the terms and conditions of sale whether by me/us or my/our assignees / nominees including but not limited to the Invitation to Bid Document, Sale Notice, Declarations, Undertakings, offer acceptance letter etc. or in the event any of my/our representations, statements, disclosures etc. whether under the Know Your Customer (KYC) Guidelines and/or the Prevention of Money Laundering Act, 2002, or otherwise turns out to be false or incorrect for any reason whatsoever or for that matter any material information is suppressed and also against all costs, losses, charges, expenses, damages or payments whatsoever that Company may make, be liable to pay, suffer or incur consequent upon any act, deed, matter or thing done or executed or omitted by me/us or my/our agent/s, substitute/s, assignee/s and/or nominee/s.

I / We am / are aware that in the event Company perceives, construes or has reason to believe that any one or more transactions / payments made by me/us or by my/our assignees / nominees as dubious, suspicious or undesirable (which reasoning shall be final and binding upon the Bidders / Purchaser and/or his/her/their/its assignee(s) / nominee(s) and shall not be open to challenge), Company reserves the right to unilaterally withdraw, cancel and/or annul the transaction / sale without assigning any reasons and inform / intimate such law enforcement agencies as it may be deemed fit and proper for investigation.

I / We am / are aware that if, for any reason the amounts tendered by me / us towards sale consideration are attached and/or seized or rendered liable for attachment and/or seizure or any reason whatsoever in the hands of Company, the sale shall without any further act, deed or thing stand and/or be deemed to have been cancelled / annulled notwithstanding execution and/or registration of the Sale Certificate in my / our favour and I/we hereby agree and undertake to handover or cause to be handed over to Company, all the documents of title and other papers, sale certificate, possession receipts, letters etc. in my/our possession/custody/control immediately, without any demur or protest and render full co-operation to Company in every manner possible.

I/We hereby confirm that the entire / part of the sale consideration / sale price tendered rightfully belongs to me/us and the same has been paid from my/our account maintained with banks whether singly or jointly with others. I /We hereby confirm that the joint account holders have no objection to my/our making payment towards part / entire sale consideration to Company for purchasing / acquiring the Immovable Property / Secured Asset in question.

I/We are not disqualified in any manner and have full authority to submit bids / offers and enter into binding obligations and I/we is/are not under any disability, restriction or prohibition that shall prevent me/us from performing or observing any of my/our obligations under the auction sale.

I /We am /are satisfied with the procedure followed and compliances done by Company under any concerned Act and/or under directions of the High Court, as the case may be and I/We have independently ascertained that no irregularity exists or has been committed by Company while exercising powers thereunder. If sale is vitiated on account of any one or more irregularities in the procedure, I shall not hold Company responsible in any manner for having exercised any powers/rights in good faith. I/We hereby unconditionally agree and undertake to abide by and / or comply with order(s) / direction(s), if any, passed or that may eventually / ultimately be passed in any suit, application, proceeding, litigation by a court, tribunal, forum or any other authority touching or concerning the Immovable Properties / Secured Assets in question.

I/We confirm that I/we have been given / afforded sufficient and reasonable opportunity to ask questions and satisfy myself/ourselves before signing/submitting the Invitation to Bid Document / declaration, affidavit, undertakings etc. I/We also confirm having perused / scrutinized / inspected or caused to have perused /scrutinized / inspected all the documents of title pertaining to the Immovable Property / Secured Asset in question available with Company before submitting the Invitation to Bid Document. I/We also confirm having physically inspected the Immovable Property/Secured Asset in question and made necessary enquiries with the society / condominium / association / company / builder / local authority / gram panchayat / statutory corporation / registration office etc. I/We also confirm having apprised myself / ourselves as regards the nature of proceedings/suit pending before the court/tribunal/authority wherever applicable, prior to submitting the Invitation to Bid Document.

Notwithstanding the above, I am aware of the potential risks / hazards of purchasing an Immovable Property / Secured Asset, if any, in an auction sale by Company, I shall not hold Company responsible for consequences arising out of accidental, honest and unintentional non-disclosure / erroneous disclosures or omissions of material facts. I exonerate Company from accidental, honest and unintentional non-disclosures / omissions including accidental, honest and unintentional non disclosures / omissions between the date of publication of the sale notice till the date fixed for opening the bids and/or any time thereafter.

Yours faithfully,

Date: _____

Place: _____

FULL NAME & SIGNATURE OF THE

BIDDER(S) (With Company Seal)

Address -Office: _____

Residence: _____

Tel.No. Office: _____ Residence: _____

Mobile No. _____ Fax No. _____ Email address

DECLARATION – II

DATE:

To

The Officer of

Tata Capital Limited

12th Floor, Tower A, Peninsula Business Park,

Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400 013

Dear Sirs,

Re: Permission to make e-bidding

1. I/We request Company/_____ Ltd to allot User-id and password to me/us and activate the same to enable me/us to participate in the above mentioned auction by way of inviting tenders.
2. I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that Company/_____ Ltd shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person whether inadvertently or otherwise or misuse of the password by any other person.
3. I/We understand that my/our inability to participate in e-bidding event due to disruption of my /our internet services, or due to bandwidth problems with my/our local internet connections are beyond the control of Company.
4. I/We confirm that I/we have been provided training by _____ Ltd in order to participate in the said Auctions. I/We agree to update ourselves regarding any changes made to the catalogue from the website of the Company/_____ Ltd and bid accordingly.

Thank you,

Yours faithfully

Signature of Bidder

(Name of the person signing)

(With Company Seal)

Place:

ANNEXURE XII

FORMAT OF TERMS AND CONDITIONS OF SALE BY PHYSICAL AUCTION

Mortgaged Property / Secured Asset are being put up for Sale On “As Is Where Is” & “As Is What Is” basis.

Tata Capital Limited [hereinafter called “Company” which includes its authorized Officer and representative of Company] intends to sell by way of auction the secured assets (as described hereinafter), on “AS IS WHERE IS” and “AS IS WHAT IS” basis.

1	Date and time of Auction	__/__/__ from 11.00 a.m. to 3.00 p.m
2	Venue of Auction	
3	Name of Borrower as indicated in sale notice	
4	Description of Property /item for which bid is submitted	Please refer in Appendix I
5	Telephone No and person to be contacted	Mr. Telephone No. 022-_____ Email Id – @tatacapital.com
6	Date of Inspection of the mortgaged Property/Secured Assets at site	__/__/__, __/__/__, __/__/__, __/__/__ between 10 a.m. to 5.30 p.m.
7	Date of Inspection of the title documents at _____	__/__/__, __/__/__, __/__/__, __/__/__ between 10 a.m. to 5.30 p.m.
8	Mode of Payment of EMD	Demand Draft/Pay Order No. --- dated -----for Rs. ---- drawn on _____ Bank of ___ branch payable at Mumbai
9	Mode of Payment of Consideration	RTGS/NEFT

AUCTION BID DOCUMENT

(Read carefully the Terms and Conditions of Sale before filling-up and submitting the bid)

Dear Sirs,

I/We _____ express my/our willingness to participate in the Auction notified vide your sale notice dated _____ published in Newspapers viz: _____ dated _____ for the property described mentioned below. I/we submit details of Earnest Money Deposit (EMD) and other relevant details.

1	Name of the Bidder	
2	Constitution (Please tick the one applicable)	Individual/HUF/ Proprietary Concern/Partnership Firm/ Private Ltd. Co./ Public Ltd. Co./L.L.P.
2A	Constitutional Documents	
3	Address & Telephone No. for Communication	
4	E mail id **	
5	Name, address and telephone number of contact person	

6	EMD : Rs.	Rs. _____/- (Rupees Only)
7	Details of EMD Payment	Demand Draft o. _____ Dated. _____ For Rs. _____ from Bank _____ Branch _____ on _____ Favouring Tata Capital Limited
8	Proof of Identification*** Aadhar Card No. PAN .	

* ** All communication will be through e-mail.

*** Please refer to the Instructions for Filling Bid Document (Appendix II).

DISCLOSURES, TERMS & CONDITIONS OF AUCTION SALE

1. Unless the context otherwise requires under the terms and conditions of the auction sale:

“Bidder(s)”, and “Purchaser(s)” while being used interchangeably, shall be deemed to mean and include his/her/their/its legal heirs, legal representatives, successors, assignees and nominees.

“Borrower(s)” shall include “third party mortgagor(s) and Owner(s)”.

“Mortgaged Property/Secured Asset” means the immovable property belonging to the borrower / guarantor in the name of the (borrower/guarantor), more particularly described in in the Schedule hereunder.

“Sale Notice” means the Auction Sale Notice published in the News Papers for inviting bids from the public for sale of Immovable Properties / Secured Assets.

“Terms and conditions of sale” shall include without limitation the terms, conditions and disclaimers stipulated / embodied whether in this Invitation to Bid Document, Declaration, Offer Acceptance Letter, Auction Sale Notice publication, Affidavits, undertaking etc. as amended from time to time and every other document and writing as may be executed or caused to be executed by the Bidder(s) / Purchaser(s) forming an integral part of the Invitation to Bid Document.

2. The borrower has availed credit facilities from Company against Mortgage of properties as described in Appendix I. As the borrower has failed to repay the dues, the Authorized Officer of Company has taken physical possession of the Mortgaged Property in exercise of the power conferred under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act (Act 54/2002), 2002 and Security Interest (Enforcement) Rules 2002, (hereinafter referred to as “SARFAESI Act and Rules”).

3. The Sale is on “As Is What Is” and “As Is Where Is” basis.

4. The Mortgaged property can be inspected by the Bidders from (inspection dates) between ---- to____, with prior appointment with Authorized Officer of Company.

5. The Reserve Price of the Mortgaged Property is Rs._____(Rupees_____only).

6. The Bid shall be submitted in the prescribed Bid Document only (please refer to instructions given in Appendix II). The Bid Document duly complete in all respects along with the Demand Draft for EMD payment should be submitted in a SEALED ENVELOPE and super scribed with the words “Bid from Mr./Mrs./Ms/ M/s. [Name of the Bidder]. The following should also be written on the envelope i) Address of the Bidder ii) Contact Numbers (land line and mobile) iii) email ID iv) PAN card number and the envelope should be submitted to Mr._____at Tata Capital Ltd at 12th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400 013 or to Mr._____at _____Limited,_____on any working day between 11 am to 5 pm before the date stipulated in the Public Notice for Sale. Please note that Email ID and Phone number of the prospective Bidder are absolutely necessary, as all the relevant communication will be conveyed through email/SMS.

7. The intending Bidders have to submit Demand Draft/Pay Order payable at Mumbai for the EMD payment along with its bid.

Where the EMD is less than the amount mentioned in the public notice for sale, such bid/offer shall be treated as invalid and such Bidder will not be allowed to participate in auction process.

8. Bids which are conditional and/or which are not accompanied by EMD receipts and/or those received after the last date fixed for receiving bids shall not be considered or entertained and such Bidder will not be allowed to participate in auction process.
9. The Sealed Envelope will be opened on auction date i.e. _____ at _____ (time) by the Authorized Officer of Company in the presence of the all the Bidders present at auction. Thereafter, the Bidders present will be permitted to bid amongst themselves. The highest Bid shall be declared as Successful Bidder/Purchaser.
10. The slab in multiples of which the Bidders will be allowed to improve/increase/enhance the bid shall be at the sole discretion of Company and the slab / minimum bid increment amount is Rs. _____ (Rupees _____) as has been fixed by Company. Company shall have full liberty to revise the slab so fixed at any time before close of the auction / bidding process. No Bidder shall be entitled to raise any objection as regards the slab so fixed by Company.
11. The successful Bidder declared as Purchaser at auction shall be required to deposit/pay 25% of the offer amount (including the amount of EMD) immediately on confirmation, failing which the EMD amount remitted will stand forfeited. The balance amount of purchase price i.e., 75% of offer amount shall be paid within 15 days of confirmation of sale. If the balance amount is not remitted within stipulated / agreed time, the amount of 25% will stand forfeited. If the successful Bidder fails to pay 25% of the offer amount or if the balance amount of 75% is not paid within the stipulated time, Company shall be entitled to put up the Immovable Properties / Secured Assets in question for sale/disposal again. In that event, the defaulting Purchaser shall forfeit all claims to the Immovable Properties / Secured Assets.
12. Payment of the sale consideration should be made by the successful Bidder / Purchaser only by way of remittance through RTGS/NEFT to the credit of Company's A/c no. _____ with _____ Bank Limited, _____ Branch, Mumbai IFSC Code No. _____. This is applicable for the payment of 25% which is to be paid immediately after announcement of successful bidding, and for payment of the balance 75% also.
13. The Demand Draft in respect of EMD payment will be returned to the unsuccessful Bidders immediately after declaration of the successful Bidder as Purchaser in auction. The Bidders shall not be entitled to claim any interest in respect of EMD.
14. The Immovable Properties / Secured Assets are offered for sale on "as is where is" & "as is what is" basis. Company shall not be liable for any dues/charges including outstanding water/service charges, transfer fees, electricity dues, dues or arrears of taxes payable to the Municipal Corporation / local authority / Development Authority / Gram Panchayat, sundry creditors, vendors, suppliers and / or dues/charges/ encumbrances of any other nature or character, if any, in respect of the said Immovable Properties / Secured Assets. Company does not undertake any responsibility to procure any permission / consent / approval / license etc. for transfer of the Immovable Properties / Secured Asset in question offered for sale or otherwise. The payment of the same and the procurement of the said permission/consent/approval/license etc. shall be the responsibility of the buyer.
15. The particulars in respect of the Immovable Properties / Secured Assets specified in the sale notice have been stated to the best of the information and knowledge of the Company. However, the Company shall

not be responsible for any error, misstatement or omission in the said particulars. The Bidders are therefore requested in their own interest, to satisfy themselves with regard to the above and all other relevant details / material information pertaining to the abovementioned Immovable Properties / Secured Assets, before submitting the bids. Movable articles/House hold inventory if any lying inside and within secured assets as described above shall not be available for sale along with secured assets until and unless specifically described in auction sale notice

16. Bidders are bound by the principle of caveat emptor (Buyer Beware).
17. No failure or delay by Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and/or under any Act.
18. If the dues of Company together with all costs, charges and expenses incurred by it or part thereof as may be acceptable to Company are tendered by or on behalf of the Borrower or owners or mortgagors at any time before the date fixed for sale or transfer of the Immovable Properties / Secured Assets in question then the said Immovable Properties / Secured Assets shall not be sold or transferred. Where an Immovable Property / Secured Asset is not sold or the sale is not confirmed in favour of any Bidder, such Bidder shall be entitled to receive back the entire amount paid by the Bidder towards sale consideration without any interest. However, the Bidders shall not be entitled to claim any compensation or damages on any ground whatsoever.
19. Company reserves its right to accept or to reject the highest, any or all bids without assigning any reason whatsoever.
20. On confirmation of sale by Company and if the terms of payment have been complied with, the Authorized Officer of Company shall, issue Sale Certificate in in the Form given in Appendix V to the Security Interest (Enforcement) Rules 2002 in favour of the Purchaser for the sale of the Immovable properties / Secured Assets.
21. Company shall not incur any liability in any manner whatsoever for any loss or injury caused to the Bidder(s)/Purchaser(s) or any of his/her/their/its assignee(s) / nominee(s) etc. resulting directly from the use of the information by the Bidder(s) / Purchaser(s) or any of his/her/their/its assignee(s)/nominee(s) including, but not limited to, any consequential, incidental, indirect, special, or punitive damages.
22. Company does not warrant the accuracy or completeness of the information contained herein or as to the existence of other facts which might be significant / material and shall not accept any responsibility or liability whatsoever for use of or placing reliance upon the publication or any of the contents hereof. Neither the sale notice publication nor any information made available to the public whether directly by Company or indirectly through its agents, constitutes etc. should be construed as any recommendation, expression of opinion or advice.
23. The Bidders / prospective Purchasers are advised to conduct their own due diligence in their own interest to satisfy themselves with regard to the title and correctness of other details pertaining to the Immovable Properties / Secured Assets including the size/area of the Immovable Properties / Secured Assets in question as also ascertain any other dues / liabilities / encumbrances to which they is subject from the concerned authorities / bodies / persons etc. to his/her/its/their satisfaction before submitting the bids.
24. The Bidders shall not raise any grievance / complaint and shall not be permitted to withdraw the bid/s after his/her/their/its bid is accepted by Company, either on the ground of discrepancy in size/area, defect

in title or on any other ground whatsoever. After the bid / is accepted by Company such successful Bidder / Purchaser and/or his/her/their/its assignee(s)/nominee(s), if any, shall be deemed to have unconditionally accepted all the terms and conditions of sale of the Immovable Properties/Secured Asset and further shall be deemed to have waived all objections as to the title, description, measurements etc. in respect of such Immovable Properties/ Secured Asset.

25. Any error, mis-statement or omission shall not be a ground for annulment of the sale and shall neither discharge the successful Bidder(s)/prospective Purchaser(s) or their assignee(s)/nominee(s) of his/her/their/its obligations nor entitle such successful Bidder / prospective Purchaser to claim any compensation. The Purchaser shall be bound by the regulations of the local / any other authority, body, person etc. whether statutory or otherwise as may be applicable with regard to the use, occupation and disposal of the Secured Assets / Immovable Properties in question.
26. The successful Bidder /Purchaser shall be required to bear / pay all expenses including but without limitation stamp duty, registration charges, society dues, municipal taxes, cess, transfer fee, premium and /or other expenses / charges incidental thereto in connection with transfer / sale of the Secured Assets / Immovable Properties in his / her / their / its name(s) or in the name(s) of his/her/their/its assignee(s) / nominee(s) / transferee(s).
27. After acceptance of the bid/offer by Company, the Immovable Properties / Secured Assets shall remain and be at the sole risk of the successful Bidder / prospective Purchaser in all respects including but not limited to loss or damage caused by fire, theft, force majeure or other risks from the date of acceptance of the offer by Company.
28. The movable properties / items / goods etc. in the Immovable Properties / Secured Assets, if any, are not offered for sale and the Bidder(s) / Purchaser(s) shall, at the request of Company, hold them as agent of Company / Borrower(s) / Mortgagor(s) upon being called upon to do so and shall strictly act in accordance with or abide by the instructions / directions of Company / Borrower(s) / Mortgagor(s) with regard to its disposal.
29. The Bidder(s) may, if they so desire, inspect the relevant documents of title and papers pertaining to the Immovable Properties / Secured Assets in question available on Company's record. The same shall be available / made available for inspection between the date of publication of the Public Notice for Sale and the date fixed for auction with prior appointment and on the written request of the Bidders. In the event the Bidders fail or choose not to inspect / scrutinize / verify the right, title, interest of or otherwise the entitlement, authenticity, genuineness or marketability of title of the borrower(s) / mortgagor(s) / owner(s) or their predecessor(s) in title to the Immovable Properties / Secured Assets offered for sale, it shall be presumed / deemed that the Bidders / and/or their assignees/nominees wherever applicable have inspected / scrutinized / verified the documents of title and/or other papers pertaining thereto and further shall be imputed to have constructive notice of the contents thereof.
30. Company shall be at liberty to amend/modify/delete any of the terms and conditions at its sole discretion as may be deemed necessary or warranted in the light of the facts and circumstances of the case without giving any further notice to the Bidders / assignees / nominees and the Bidders / assignees / nominees shall be deemed to have accepted such revised terms and shall accordingly be bound by them.
31. Where the Immovable Properties / Secured Assets are subject matter of any suit, application, proceedings or litigation (lis pendens) before any court, tribunal, forum or any other authority, the Bidders / Purchasers

shall not claim any compensation, damages, interest etc. from Company in the event such court, tribunal, forum or any other authority annuls the sale or holds / declares the action initiated by Company under any Act or direction of the High Court as illegal / irregular or for that matter upsets any prior order / direction passed in favour of Company / any representative of Company at a later date or where title of the Purchaser / Bidder is impeached on any ground including that no case has arisen to initiate action and/or authorize sale or that due notice was not given or not received / served as contemplated or required any Act or that any one or more power was improperly / irregularly exercised by Company. The sale in such an eventuality shall be subject to the outcome of such suit, application, proceedings or litigation whether filed before or after the date of opening the bids or before / after acceptance of the bid by Company and the Bidder / Purchaser / assignee / nominee shall abide by the order(s) / direction(s) that may be passed therein.

32. Where a Bidder communicates his decision to withdraw his bid in writing to Company at any time before the date fixed for auction, the Bidder shall be entitled to refund of the Earnest Money Deposit (EMD). Unless a bid is withdrawn, it shall constitute an irrevocable bid and shall remain open for acceptance at the sole discretion of Company on the date fixed for auction.
33. Company shall have the right to cancel / postpone / defer / annul the auction sale, whether before or after the scheduled date of auction, without assigning any reasons and without prior intimation / notice to the Bidders.
34. The Immovable Properties / Secured Assets offered for sale will be open for inspection of / prospective Purchasers on the date and time as set out in the public notice for sale (i.e. Auction Sale Notice publication).
35. Notwithstanding anything contained hereinafter, any claim, dispute or difference arising between the Bidder / Purchaser and Company in connection with the terms and conditions hereof or anything done or omitted to be done pursuant hereto shall be referred / submitted to the arbitration of a sole arbitrator to be appointed by Company. The Arbitration shall be held in Mumbai. The Arbitration shall be governed by the laws prevailing in India, more particularly, the Arbitration and Conciliation Act, 1996, or any modification or re-enactment in force at the relevant time. The Arbitration shall be conducted in the English Language. Each party shall bear its respective cost / expenses of Arbitration.
36. In case of any dispute / difference arising out of sale of the Immovable Properties/Secured Assets or offered for sale or in respect of any of the terms hereof which cannot be submitted to arbitration under these presents for any reason or are outside the scope / purview of arbitration whether on account of a subsequent legislation, amendment, reenactment, development etc. or otherwise for seeking any directions / orders necessary for the successful resolution of dispute through or incidental to Arbitration where such a need arises and if permissible under law), only the Courts in Mumbai shall have the exclusive jurisdiction to entertain, try and adjudicate such application / dispute to the exclusion of all other Courts.
37. Bidders / prospective Purchasers are requested to deal only with Company and should not deal with any other individuals / persons claiming to be agents of Company. Company shall not be liable in any manner if loss, damage or harm is caused or occasioned to the Bidders(s) / prospective Purchasers for having directly dealt with individuals or persons claiming to be the agents of Company. Under no circumstances should the Bidders / prospective Purchasers pay cash or otherwise hand over cheques / pay orders /

demand drafts or prepaid instruments or payments in any other form (including electronic) or mode to any individual or third party.

38. If any provision / clause / term / condition of this document or any other document executed by the Bidder(s) in this connection is held or declared to be invalid by a Court of competent jurisdiction, all other provisions / clauses / terms / conditions hereof or such other document shall remain in full force and effect.
39. The Bidder is required to notify to Company his/her/their/its status whether resident or a Non-Resident / Person of Indian Origin or any subsequent change in such status. Where the Bidder(s) or any of them is/are Non Resident Indian(s) or Person(s) of Indian Origin as per the provision of the Foreign Exchange Management Act, 2000, or any other law in force in India, such Bidder(s) shall have obtained all permissions, authorizations, approvals, sanctions and fulfilled all conditions prescribed therein as may be required.
40. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by Company. Bidders acknowledge that Company is not obliged to respond to questions or to provide clarifications.
41. The offerors, in order to protect their individual interests are advised to verify the Secured Assets, conduct due diligence at 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 to their satisfaction before submitting the offers. Any offer made shall be deemed to have been submitted after complete satisfaction of title thereto and or all claims there against and due & proper inspection of the Secured Assets and hence the offeror shall not be entitled to make any requisition or raise any query/objection vis-à-vis Company as to the title or condition of the Secured Assets or any part thereof or any dues / taxes / levies irrespective as to whether disclosed or undisclosed.
42. Company shall be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in the light of the facts & circumstances of the case and shall have right to issue addendum/corrigendum as required.

Sd/-
Authorized Officer of Tata Capital Limited

I / We have read and understood fully the terms and conditions specified in the Public Notice for Sale of the above mentioned Immovable Property / Secured Asset and the terms and conditions mentioned above in this Bid Document and I/we unconditionally submit to the terms of sale, declaration and other documents.

X _____ (Signature of the Bidder(s))
(With Company Seal)

X _____ (Full Name of the Bidder(s))

Place: _____

Date: _____