



BID DOCUMENT FOR E AUCTION

Whereas **Edelweiss Asset Reconstruction Company Limited** in its capacity as Trustee of EARC Trust SC – 35 (“**EARC**”) acting through its Authorised Officer, in exercise of its power under Section 13(4) & 13(12) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI ACT) read with Rule 8 of Security Interest (enforcement) Rules, 2002 (rules) has decided to sale through **e-Auction** the Secured Asset mentioned in **ANNEXURE - I** for realization of the secured debt due to **EARC**. The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the following conditions:

Auctioneer Name	M/s Edelweiss Asset Reconstruction Company Limited (EARC) Trustee of EARC Trust SC 35 Edelweiss House, 1st Floor, Off CST Road, Kalina, Mumbai. 400098
Auction to be Conducted by	M/s E-Procurement Technologies Ltd -Auction Tiger B-705, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006 Gujarat (India)
Auction Schedule	Date of Auction:- August 09, 2021 Timings:-As per the E-Auction Notice & Terms and Conditions published Auction Website :- https://edelweissarc.auctiontiger.net
Annexure	1) Terms & conditions of e-Auction (Annexure – I)

	<ul style="list-style-type: none">2) Bid Form (Annexure – II)3) Declaration of Bidder (Annexure – III)4) Confirmation by Bidder Regarding Receipt of Training (Annexure – IV)5) Standard format of sale certificate (Annexure – V) <p><u>INSTRUCTION:</u> The Bidder need to go through all the terms and conditions, sign on all pages of the Bid Document as token of reading the document, understanding it fully & accepting the same in totality. Fill in Annexure – II, III & IV properly and submit the same with Authorised Officer of EARC along with all necessary self-attested KYC documents in password protected filed as mentioned in the Terms and Conditions.</p>
Special Instructions	<p><u>Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor EARC will be responsible for any lapses / failure on the part of the Bidder, in such cases.</u></p>

Annexure I

A. E-AUCTION BIDDING TERMS & CONDITIONS

- 1.** Computerized e-Auction shall be conducted by service provider M/s **E-PROCUREMENT TECHNOLOGIES LTD – Auction Tiger**. on behalf of **Edelweiss Asset Reconstruction Company Limited**, on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither EARC nor E-Procurement Technologies Ltd. shall be responsible for these unforeseen circumstances. **In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and be able to participate in the e-Auction successfully. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.**
- 2.** E-Procurement Technologies Ltd.- Auction Tiger shall arrange to train the bidder(s), without any cost. E-Procurement Technologies Ltd. shall acquaint bidder regarding the bidding process, functions and e-Auction rules. All the bidders required to ensure that compliance regarding receipt of training before start of bid process.
- 3. Property for Bid:** Sale of following Secured Asset by Edelweiss Asset Reconstruction Company Limited under SARFAESI Act, 2002-

S.No	Details Of Assets put for Auction/Sale
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1.	<p>a. All that piece or parcel of 63-1A land comprised in survey no. 118/A2 and 308/A/1/A/2 lying being and situate at village Borgaon, Taluka Pen, District Raigad, Maharashtra</p> <p>b. All that piece or parcel of 63-1A land comprised in survey no. 118/A1 and 308/A/1/A/1 lying being and situate at village Borgaon, Taluka Pen, District Raigad, Maharashtra</p> <p>c. All that piece or parcel of 63-1A land comprised in survey no. 117/1/B lying being and situate at village Borgaon, Taluka Pen, District Raigad, Maharashtra</p> <p>In total a., b., and c. above amounting to an area of 129250 sq.mtrs i.e. ~32.3125 acres along with all the buildings and structures standing thereon constructed/ or under construction/or to be constructed and all plant and machineries attached to the earth or anything that is attached to the earth, both present and future, mortgaged by M/s Navi Mumbai Smart City Infrastructure Limited (formerly known as Mahakaleshwar Knowledge Infrastructure Private Limited).</p>
2.	<p>Survey Nos. 1/A, 1/A/3, 1/A/6, 1/A/7, 1/A/8, 1/A/17, 1/A/23, 1/A/34, 1/A/35, 1/A/46, 1/A/48, 1/A/57, 1/A/78, 1/A/89, 1/A/90, 1/A/94, 1/A/95, 1/A/98, 1/A/99, 1/A/127, 1/A/132, 1/A/135, 1/A/141, 1/A/147, 1/A/149, 1/A/150, 1/A/153, 1/A/154, 1/A/155, 1/A/265, 1/A/266, 1/A/267, 1/A/268, 1/A/269, 1/A/270, 1/A/271, 1/A/277, 1/A/278, 1/A/279, 1/A/284, 1/A/276, 4/A/1, 4/A/2, 4/A/3, 4/A/4, 4/A/5, 4/A/6, 4/A/7, 4/A/9, 4/A/10, 4/A/11, 4/A/12, 4/A/13, 4/A/14, 4/A/15, 4/A/16, 4/A/17, 4/A/18, 4/A/19, 4/A/20, 4/A/21, 4/A/22, 4/A/23, 4/A/24, 4/A/25, 4/A/26, 4/A/27, 4/A/28, 4/A/29, 4/A/30, 4/A/31, 4/A/32, 4/A/33, 4/A/34, 4/A/35, 4/A/36, 4/A/37, 4/A/38, 4/A/39, 4/A/40, 4/A/41, 4/A/42, 4/A/43, 4/A/44, 4/A/45, 4/A/46, 4/A/47, 4/A/50, 4/A/51, 4/A/52, 4/A/53, 21/1A/1, 21/1A/2, 21/1A/7, 21/1A/8, 21/1A/9, 21/1A/10, 21/1A/11, 21/1A/12, 21/1A/13, 21/1A/15, 21/1A/16, 11/1A/1, 11/1A/2, 11/1A/2, 11/1A/3, 11/1A/4, 11/1A/5, 11/1A/6, 11/1A/7, 11/1A/8, 11/1A/9, 11/1A/10, 11/1A/11, 11/1A/44, 11/1A/45, 11/1A/46, 11/1A/47, 11/1A/48, 11/1A/49, 11/1A/50, 11/1A/51, 11/1A/53 and 11/1A/55 total admeasuring ~99.97 acres lying situate at Village Virani, Taluka Pen, District Raigad, Maharashtra along with all the buildings and structures standing thereon constructed/ or under construction/or to be constructed and all plant and machineries attached to the earth or anything that is attached to the earth, both present and future, mortgaged by M/s Navi Mumbai Smart City Infrastructure Limited (formerly known as Mahakaleshwar Knowledge Infrastructure Private Limited).</p>
3.	<p>Survey no 8/7, 10, 24/5, 25/4A, 25/4B, 25/4C, 25/4E, 26/5, 27/11, 30/11, 34/11, 39, 40/3 in village Shene, Taluka Pen, District Raigad, survey no 101/1, 117/1A in village Borgaon, Taluka Pen, District Raigad, survey no 173, 190 in village Ambeghar, Taluka Pen, District Raigad totally admeasuring Acres 59.62 along with all the buildings and structures standing thereon constructed/ or under construction/or to be constructed and all plant and machineries attached to the earth or anything that is attached to the earth, both present and future, mortgaged by Prashant Derkar, Pravin Bhosale, Sandesh Shelar, Dipak Sakpal and Sailesh More</p>

4. Type of Auction: e-Auction

5. **Bidding Currency & Unit of Measurement:** Bidding will be conducted in Indian Rupees (INR) Only.
6. **Starting (Opening) Price / Bid Increment:** The opening price of the auction and the bid Increment value shall be available to the bidders on their bidding screen.
7. **Bid Price:** The Bidder has to quote the total price.
8. **Procedure of e-Auctioning**
 - i). **e-Form Submission:** All interested bidders need to fill online form available on e-Auction domain with necessary details.
 - ii). **Online e-Auction:**
 - Edelweiss Asset Reconstruction Company Limited will declare its **Opening Price (OP)**, which shall be visible to the all Bidders during the start of the e-Auction. Please note that the start price of an item in online e-Auction is open to all the participating bidders. Any bidder can start bidding, in the online e-Auction, from the start price itself. Hence, the first online bid that comes in the system during the online e-Auction can be equal to the auction's start price, or higher than the auction's start price by one increment, or higher than the auction's start price by multiples of increment. The second online bid and onwards will have to be higher than the H1 rate by one increment value, or higher than the H1 rate by multiples of the increment value.
 - The **“Bid Increase Amount”** has been fixed in respect of the secured asset which the bidders can view on their bidding screen and the bidders will have to increase the bid amount in the multiple of **“Bid Increase Amount”**.
 - If a bidder places a bid in the last 5 minutes of closing of the e-Auction and if that bid gets accepted, then the auction’s duration shall automatically get extended for another 5 minutes, from the time that bid comes in. Please note that the auto-extension shall be for unlimited times and will take place only if a valid bid comes in last 5 minutes of closing. If valid bid is not received, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-Auction, the auction shall get closed automatically without any extension. **However, bidders are advised not to wait till the last minute or last few seconds to**

enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

9. During e-Auction, if no bid is received within the specified time, Edelweiss Asset Reconstruction Company Limited at its discretion may decide to revise Opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
10. The bid once submitted by the bidder, cannot be cancelled / withdrawn and the bidder shall be bound to buy the secured Asset at the final bid price. **The failure on part of bidder to comply with any of the terms and conditions of the e-auction notice and Tender Document will result in forfeiture of the amount paid by the defaulting bidder.**
11. The bidders will be able to view the following on their screen along with the necessary fields in the E Auction:
 - a. Leading Bid in the Auction (H1 – Highest Rate)
 - b. Bid Placed by bidder
 - c. Opening Price & Minimum Increment Value.
 - d. The bid rank of bidder in the auction.
12. The decision of the EARC regarding declaration of successful bidder shall be final and binding on all the Bidders.
13. The EARC shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.
14. The EARC / E-Procurement Technologies Ltd. shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.
15. The bidders are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the e-Auction in Annexure III.
16. **Duration of Auction:** The auction of secured asset is scheduled to be conducted on day & time as specified in the E-auction notice published in the newspapers. There will be unlimited extensions of 5 minutes duration each if any valid bid is received in last 5 minutes of the close of auction. The bidders are cautioned not to wait till the last minute or last few seconds to enter their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.

17. **Successful bidder:** At the end of the E-Auction, EARC will evaluate all the bids submitted and will decide upon the successful bidder for each Lot separately. EARC's decision will be final & binding on all the bidders.

B. TERMS & CONDITIONS OF E-AUCTION SALE

1. The e-auction sale of Secured Assets is on "as is where is" basis, "as is what is" basis, "whatever there is" basis and "no recourse" basis for and on behalf of the Edelweiss Asset Reconstruction Company Ltd acting in its capacity as Trustee of EARC Trust – SC 35 ("EARC").
2. In respect of the Secured Assets, EARC has outstanding dues of Rs. 6,95,57,13,318/- (Rupees Six Hundred Ninety Five Crores Fifty Seven Lakhs Thirteen Thousand Three Hundred and Eighteen only) towards the financial assistance availed by **Navi Mumbai Smart City Infrastructure Limited, previously known as Mahakaleshwar Knowledge Infrastructure Private Limited** as on February 28, 2021 together with further interest and other expenses/costs thereon.
3. Bid document containing detailed terms and conditions of sale can be obtained from <https://edelweissarc.auctiontiger.net> from July 03, 2021 to August 08, 2021.
4. The Secured Asset shall be kept open for inspection on July 22, 2021 from 11 AM to 1 PM and the bidders may satisfy themselves about the nature and condition of the said secured assets. Statutory/Government dues if any like property taxes, sales tax, excise dues and other dues such as electricity dues, maintenance charges, etc. if any should be ascertained by the bidders.
5. For participating in online e-auction sale, EMD amount as specified in auction notice has to be paid by way of **RTGS/NEFT** in the name of **Edelweiss Asset Reconstruction Company Ltd, Account No. 0004103000062082, IDBI Bank, Nariman Point, Mumbai 400 021 IFSC Code No. IBKL00000004**, on or before 5:00 PM on August 08, 2021 and Bid document [a declaration that proposed auction purchaser does not have any kind of relation/dealing with the Borrower (draft attached to the Bid Document)] along with copies of PANCARD, Board Resolution in case of Company, photo id, and address proof and are required to be submitted to the Authorised Officer at arpit.ramsisaria@edelweissfin.com in a password protected PDF file on

or before 5:00 PM on August 08, 2021. Further any EMD submitted by bidder will be required to send the UTR/Ref no of the RTGS/NEFT with a copy of cancelled cheque. Once Bid document is submitted by the Bidder, the same cannot be withdrawn.

6. After going through all the Bid Documents submitted by each bidder, the Authorised Officer shall declare (through e-mail) eligibility and/or rejection of the respective bid/bidder with reason for such rejection. Only eligible bidders shall be allowed to log in & participate in the e-auction.
7. The Secured Asset shall be sold by the undersigned by way of **Electronic Public Auction on August 09, 2021 at 02:00 PM to 04:00 PM with unlimited extension of 5 Minutes Each** through e-Auction Agency **M/s. e-Procurement Technologies Ltd. (Auction Tiger)** at their website/portal i.e. <https://edelweissarc.auctiontiger.net> with auto extension clause, i.e. the end time of e-Auction will be extended by 5 minutes each time if bid is made before close of e-Auction.
8. The EMD will not carry any interest. EMD of unsuccessful bidder shall be refunded within 5 working days from the date of E-Auction.
9. The bidders may participate in the e-auction from their own office/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised officer and/or the service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc;
10. For details, help, procedure and online training on e-auction, prospective bidders may contact **M/s. e-Procurement Technologies Ltd. (Auction Tiger); Contact Number: +91 07968135456/51/76 Toll Free Numbers: +91 6351896643 email id: support@auctiontiger.net / prakash@auctiontiger.net / neil@auctiontiger.net.**
11. The bidder will be required to submit the bid either at or above the reserve price in the prescribed manner as mentioned in Annexure II along with the EMD amount. In case the bidder fails to submit the bid online, then the bid amount submitted in Annexure II shall be treated as final bid from the respective bidder.

12. Only the top 3 Bidders will have the opportunity to increase their offers on the opening of the Bids. However, the Authorised Officer reserves the right to allow other bidders to participate and increase their respective bids.
13. The successful Bidder will be required to deposit 25% of the sale price (including the EMD already deposited) immediately on confirmation of sale or on the next working day i.e. on or before August 10, 2021 and the balance 75% amount of the sale price is to be paid within 15 days of the confirmation of the sale, i.e. on or before August 26, 2021.
14. In case of failure to deposit the balance amount within the prescribed period, the amount of EMD and/or deposited amount shall stand forfeited and no claim shall be entertained against EARC in respect thereof.
15. AO reserves the absolute right and discretion to accept or reject any or all Bids or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without prior notice and/or without assigning any reasons in respect thereof. In case all the bids are rejected, the Authorised Officer can negotiate with any of the bidders or other parties for sale of the Secured Asset. The decision of the AO in this regard shall be final and binding.
16. The Secured Assets mentioned in the Bid Document are based on the charges/mortgages created by the Borrower in favour of Secured Creditor/s. Interested parties are requested to verify details of the Secured Assets.
17. The Secured Assets are being sold free from charges and encumbrances of Secured Creditor/s only.
18. The successful bidder would be required to bear all the necessary expenses like stamp duty, registration, incidental costs, expenses including sales tax and any other taxes relating to sale and transfer of Secured Assets.
19. The EARC or the Authorised Officer (AO) of EARC will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or anybody in respect of the Secured Assets.
20. EARC is not aware of any other known statutory liabilities relating to the Secured Assets. If any such other statutory liabilities are discovered at a subsequent stage, the same shall be solely dealt with by the Successful Bidder at his own costs and expenses.

21. The sale of the Secured Asset is subject to the terms and conditions prescribed in the SARFAESI Act and Security Interest (Enforcement) Rules, 2002 and the conditions mentioned hereinabove.
22. In case there is a discrepancy between the publications of sale notice in English and Vernacular Newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.
23. The Borrower/Guarantor(s)/Mortgagor(s) may treat this as a 30 days Sale Notice under proviso to Rule 8(6) of the Security Interest (Enforcement) Rules, 2002. The Borrower/Guarantor(s)/Mortgagor(S) is hereby given a last and final opportunity to discharge the liability in full as stated above within 30 days from the date of this notice and redeem the mortgage over the Secured Assets failing which the Secured Assets will be sold as per the terms and conditions mentioned above.
24. The borrower's attention is invited to provisions of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.
25. For any further clarifications regarding the sale, please contact +91 77380 76514 or email at arpit.ramsisaria@edelweissfin.com.

C. OTHER TERMS AND CONDITIONS FOR SALE OF THE SECURED ASSET

1. The AO exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 is selling the Secured Assets and the same is being sold free from charges and encumbrances of the Secured Creditor only. Any other liabilities including statutory liabilities if any associated with the Secured Assets shall be borne wholly by the purchaser only. Sale shall take place after expiry of 30 days from the date of publication of the sale notice.
2. The Sale shall not take place below the reserve price.
3. Interested buyers can inspect the Secured Assets at the specified timings at their own cost, in the presence of the AO or a representative of the AO available at the site to facilitate the inspection. The interested buyers can, with prior appointment from AO, inspect the security

documents regarding the charged assets at their own cost, at the AO's office in the presence of the AO or a representative of the AO.

4. On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue a certificate of sale of the Secured Asset in favour of the purchaser in terms of the Security Interest (Enforcement) Rules, 2002.
5. The possession of the Secured Asset shall be handed over to the successful Bidder on receipt of the entire purchase consideration. If for any reason, AO is not able to deliver possession of the Secured Asset, an adjustment will be made in the price as may be agreed upon in writing between the successful Bidder and AO.
6. The AO does not take any responsibility for procuring any permission, etc. or for the dues of any authority established by law. The Secured Assets are being sold free from charges and encumbrances of Secured Creditor only.
7. The interested buyers may carry out their own due diligence. They may also verify at their own cost and in their own interest the area of land and any other relevant information before submitting the Bids. They may inspect the records relating to the mortgage available with the AO with prior appointment of AO. The AO/Secured Creditor shall not be responsible for any discrepancy or shortfall in the Secured Assets.
8. A Bidder shall be deemed to have full knowledge of the relevant documents, Secured Assets etc. whether he/she inspects or visits or not.
9. All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Mumbai alone shall have jurisdiction to entertain /adjudicate such disputes.
10. Nomination by successful bidder will be permitted up to the date of confirmation of sale.

Sd/

Authorised Officer

ANNEXURE-II: BID FORM

**Bid for purchase of Secured Asset of M/s Navi Mumbai Smart City Infrastructure Limited,
previously know as Mahakaleshwar Knowledge Infrastructure Private Limited**

(Read carefully the terms and conditions of sale before filling-up and submitting the bid)

Name and particulars of the Bidder :

Postal Address of the Bidder :

Phone/Cell Number and Email ID :

Bidder's Permanent Account Number (PAN) :

Bid Amount :

Earnest Money Deposit (EMD) for Purchase
of Secured Assets :

Date of Submission of Bid :

Whether EMD remitted : (Yes/No)

Date of Remittance :

EMD Remittance Detail : Name of Bank

Branch

Account Number

IFSC Code No:

Particulars of NEFT/RTGS for EMD :

Reserve Price	Bid Amount
194 Crores	

Name and Particular of the person/Company in whose name the assets are to be purchased:

Brief profile of the Bidder / Purchaser:

I/We have read the terms and conditions of the Bid and we accept them unconditionally. We have further perused the relevant paper and carried out my/our own due diligence. In case any information is found to be incorrect, I/we shall not hold the Authorised Officer or/and EARC Trust – SC 35 or/and Edelweiss Asset Reconstruction Company Limited responsible for the same and shall not have any claim against either of them.

In case our Bid for purchase of Secured Assets is accepted by the Authorised Officer of Edelweiss Asset Reconstruction Company Limited (“EARC”), I/We am/are solely responsible for all formalities and legal obligations related to payment of stamp duty, registration of sale certificate and payment of sales tax leviable and payable as per the laws of the land on sale of Secured Asset. All the necessary taxes and expenses like stamp duty, registration expenses, sales tax, etc. for

transfer of Secured Assets in my/our name will be paid by me/us.

Date: _____

Place: _____

Signature of the duly authorized official of the Bidder

***Mandatory: Bidders are advised to preserve the EMD Remittance Challan.**

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <https://edelweissarc.auctiontiger.net> during the time of submission of the bid.

ANNEXURE-III
DECLARATION BY THE BIDDER
(On a Rs. 200/- Stamp Paper)

To,
The Authorised Officer,
Edelweiss Asset Reconstruction Company Limited
Edelweiss House, 1st Floor,
Off C.S.T. Road, Kalina, Mumbai 400 098

Date:

Dear Madam/ Sir,

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the Bid Document and advertisement and have understood them fully and have carried out our own due diligence. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Online Auction. I/We further declare that I/We intend to purchase the Secured Asset from the Authorised Officer for our own use/business and that the information revealed by me/us in the Bid Document is true and correct to the best of my/our belief.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. 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 offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorised Officer and that the Authorised Officer will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful bidder by the

Authorised Officer in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorised Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Authorised Officer.

5. I/We also agree that in the eventuality of forfeiture of the amount by Authorised Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
6. I/We also understand that the EMD of all offerer/bidders shall be retained by **Edelweiss Asset Reconstruction Company Ltd.** and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
7. I/We am solely responsible for all formalities and legal obligations related to the payment of stamp duty, registration of sale certificate, payment of sales tax, etc leviable and payable as per the laws of the sale of Immovable property of Secured Asset. All the necessary taxes and expenses like stamp duty, registration expenses, sales tax, etc. for transfer of Secured Assets in my/our name will be paid by me/us.
8. **I/We are not a willful defaulter and/or related to the Borrower and/or Guarantors and I/We do not fall under the categories provided under Section 29A of the Insolvency and Bankruptcy Code, 2016 with the Borrower/Guarantor(s) and the Secured Creditor.**
9. The decision taken by Authorised Officer in all respects shall be binding on me/us.
10. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Signature:.....

Name:.....

Address:.....

E-mail id.....

Contact No:.....

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <https://edelweissarc.auctiontiger.net> during the time of submission of the bid.

ANNEXURE – IV

CONFIRMATION BY BIDDER REGARDING RECEIPT OF TRAINING

To,
The Authorised Officer,
Edelweiss Asset Reconstruction Company Limited
Edelweiss House, 1st Floor,
Off C.S.T. Road, Kalina, Mumbai 400 098.

Subject: Confirmation regarding receipt of e- Auction Training.

Dear Madam/ Sir,

This has reference to the Terms & Conditions for the e-Auction mentioned in the sale notice, Bid Document and available on the website <https://edelweissarc.auctiontiger.net>

I/We confirm that:

1. We have read and understood the Terms and Condition governing the e-Auction as mentioned in sale notice and Bid Document available on the website <https://edelweissarc.auctiontiger.net> and also e-Auction notice published by Edelweiss Asset Reconstruction Company Ltd. in daily newspapers and unconditionally agree to them.
2. We are interested in purchasing the property mentioned in the Bid Document and has already submitted the EMD. In furtherance thereto, we hereby declare that and confirm that as required, we have received necessary training in respect of online auction of the Secured Asset, from your service provider i.e. e-Procurement Technologies Ltd. (Auction Tiger). We have understood the entire procedure and satisfied with the training.
3. We confirm that bank and **M/S. E-Procurement Technologies. Ltd.**, shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.

4. We, hereby confirm that we will honour the Bids placed by us during the e-Auction process.

Thanking you.

With regards,

Signature of the Bidder:

Name of Bidder:

Date:

Address of Bidder:

Note: This document is required to be duly filled in and signed by the bidder and thereafter upload in the website <https://edelweissarc.auctiontiger.net> just after availing training on e-Auction

APPENDIX-V

[Rule 9(6)]

SALE CERTIFICATE

(for Immovable property)

Whereas,

The undersigned being the Authorised Officer of Edelweiss Asset Reconstruction Company Limited acting in its capacity as Trustee of EARC Trust SC-35 (hereinafter referred to as the "EARC"), having its registered office at Edelweiss House, Off C.S.T. Road, Kalina, Mumbai – 400 098 under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of the powers conferred under Section 13 read with rule 8 and 9 of the Security Interest (Enforcement) Rules, 2002, has in consideration of the payment of Rs. _____/- (Rupees _____ Only) sold on behalf of EARC in favour of _____ (the "Purchaser"), the immovable property shown in the schedule herein below secured in favour of the Central Bank of India (hereinafter referred to as "Assignor Bank") by M/s Navi Mumbai Smart City Infrastructure Limited, previously known as Mahakaleshwar Knowledge Infrastructure Private Limited (hereinafter referred to as "Borrower") for the financial assistance availed by the borrower and towards the financial facilities extended by Assignor Bank. The said financial facilities along with underlying securities were subsequently assigned by the Assignor Bank to EARC vide Assignment Agreement dated June 30, 2014.

The undersigned acknowledge the receipt of the sale price of Rs. _____/- (Rupees _____ only) in full and has handed over the delivery and possession of the schedule property to the Purchaser. The sale of the scheduled property was made free from all encumbrances of the Secured Creditors on receipt of the full sale consideration.

Description of Property

S.No	Details Of Assets put for Auction/Sale
1.	<p>a. All that piece or parcel of 63-1A land comprised in survey no. 118/A2 and 308/A/1/A/2 lying being and situate at village Borgaon, Taluka Pen, District Raigad, Maharashtra</p> <p>b. All that piece or parcel of 63-1A land comprised in survey no. 118/A1 and 308/A/1/A/1 lying being and situate at village Borgaon, Taluka Pen, District Raigad, Maharashtra</p> <p>c. All that piece or parcel of 63-1A land comprised in survey no. 117/1/B lying being and situate at village Borgaon, Taluka Pen, District Raigad, Maharashtra</p> <p>In total a., b., and c. above amounting to an area of 129250 sq.mtrs i.e. ~32.3125 acres along with all the buildings and structures standing thereon constructed/ or under construction/or to be constructed and all plant and machineries attached to the earth or anything that is attached to the earth, both present and future, mortgaged by M/s Navi</p>

	Mumbai Smart City Infrastructure Limited (formerly known as Mahakaleshwar Knowledge Infrastructure Private Limited).
2.	Survey Nos. 1/A, 1/A/3, 1/A/6, 1/A/7, 1/A/8, 1/A/17, 1/A/23, 1/A/34, 1/A/35, 1/A/46, 1/A/48, 1/A/57, 1/A/78, 1/A/89, 1/A/90, 1/A/94, 1/A/95, 1/A/98, 1/A/99, 1/A/127, 1/A/132, 1/A/135, 1/A/141, 1/A/147, 1/A/149, 1/A/150, 1/A/153, 1/A/154, 1/A/155, 1/A/265, 1/A/266, 1/A/267, 1/A/268, 1/A/269, 1/A/270, 1/A/271, 1/A/277, 1/A/278, 1/A/279, 1/A/284, 1/A/276, 4/A/1, 4/A/2, 4/A/3, 4/A/4, 4/A/5, 4/A/6, 4/A/7, 4/A/9, 4/A/10, 4/A/11, 4/A/12, 4/A/13, 4/A/14, 4/A/15, 4/A/16, 4/A/17, 4/A/18, 4/A/19, 4/A/20, 4/A/21, 4/A/22, 4/A/23, 4/A/24, 4/A/25, 4/A/26, 4/A/27, 4/A/28, 4/A/29, 4/A/30, 4/A/31, 4/A/32, 4/A/33, 4/A/34, 4/A/35, 4/A/36, 4/A/37, 4/A/38, 4/A/39, 4/A/40, 4/A/41, 4/A/42, 4/A/43, 4/A/44, 4/A/45, 4/A/46, 4/A/47, 4/A/50, 4/A/51, 4/A/52, 4/A/53, 21/1A/1, 21/1A/2, 21/1A/7, 21/1A/8, 21/1A/9, 21/1A/10, 21/1A/11, 21/1A/12, 21/1A/13, 21/1A/15, 21/1A/16, 11/1A/1, 11/1A/2, 11/1A/2, 11/1A/3, 11/1A/4, 11/1A/5, 11/1A/6, 11/1A/7, 11/1A/8, 11/1A/9, 11/1A/10, 11/1A/11, 11/1A/44, 11/1A/45, 11/1A/46, 11/1A/47, 11/1A/48, 11/1A/49, 11/1A/50, 11/1A/51, 11/1A/53 and 11/1A/55 total admeasuring ~99.97 acres lying situate at Village Virani, Taluka Pen, District Raigad, Maharashtra along with all the buildings and structures standing thereon constructed/ or under construction/or to be constructed and all plant and machineries attached to the earth or anything that is attached to the earth, both present and future, mortgaged by M/s Navi Mumbai Smart City Infrastructure Limited (formerly known as Mahakaleshwar Knowledge Infrastructure Private Limited).
3.	Survey no 8/7, 10, 24/5, 25/4A, 25/4B, 25/4C, 25/4E, 26/5, 27/11, 30/11, 34/11, 39, 40/3 in village Shene, Taluka Pen, District Raigad, survey no 101/1, 117/1A in village Borgaon, Taluka Pen, District Raigad, survey no 173, 190 in village Ambeghar, Taluka Pen, District Raigad totally admeasuring Acres 59.62 along with all the buildings and structures standing thereon constructed/ or under construction/or to be constructed and all plant and machineries attached to the earth or anything that is attached to the earth, both present and future, mortgaged by Prashant Derkar, Pravin Bhosale, Sandesh Shelar, Dipak Sakpal and Sailesh More

Place: _____

Authorised Officer

Date: _____

Edelweiss Asset Reconstruction Company Limited