# JM Financial Credit Solutions Limited Corporate Identification No.: U74140MH1980PLC022644

Regd. Office: 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025 Email- <u>sarfaesi.csl@jmfl.com</u> T: +91 44 6629 9881, +91 44 6629 9888 F: +91 22 6630 3223 Website: www.jmfinancialcreditsolutions.in

[Sale of secured Immovable property(s) and/ or asset(s) mortgaged for securing the credit facilities availed by VIJAY SHANTHI BUILDERS LIMITED ("Borrower/Mortgagor") for its financial debt due to JM Financial Credit Solutions Limited ("Secured Creditor") on "AS IS WHERE IS" "AS IS WHAT IS" AND "WHATEVER THERE IS" basis, the physical possession whereof has been taken under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act") read with the relevant rules of Security Interest (Enforcement) Rules, 2002]

#### TENDER DOCUMENT

WHEREAS the Authorised Officer of JM Financial Credit Solutions Limited had issued a demand notice dated 11-07-2019 under the provisions of section 13(2) of the SARFAESI Act and, inter alia, called upon <u>VIJAY SHANTHI BUILDERS LIMITED (CIN:</u> L45201TN1992PLC021960) having its registered office at No. 21, 1st Avenue, Indira Nagar, Adyar, Chennai-600 020, Tamil Nadu 600020 and also at Vijay Complex, No.3, Blackers Road, 4th Floor, Mount Road, Near Casino Theatre, Chennai – 600002, Represented by its Director Mr. Chandan Kumar Jain ("Borrower/Mortgagor") to repay the amount due plus interest at contractual rates mentioned in the said demand notice being Rs.43,53,88,118/- (Rupees Forty Three Crores Fifty Three Lakhs Eighty Eight Thousand One Hundred And Eighteen Only) as on 11-07-2019, thereon within 60 (sixty) days of receipt of the said notice. The aforementioned Borrower/Mortgagor neglected and failed to comply with the said demand notice.

AND WHEREAS, the Borrower / Mortgagor failed to comply with the said demand notice and the Authorised officer of JM Financial Credit Solutions Limited took over the physical possession of the secured immovable properties mentioned herein below (hereinafter called as the **"Mortgaged Property/Secured Asset"**) under the provisions of the SARFAESI Act read with the Security Interest (Enforcement) Rules, 2002 ("said Rules") on **24-08-2020**.

In exercise of the powers conferred under Section 13 (4) of the SARFAESI Act, read with the rules made thereunder, the undersigned has decided to sell, by way of e-auction on <u>29<sup>th</sup></u> <u>March, 2021 from 2 PM to 4 PM</u>, the secured immovable properties as mentioned herein below on "AS IS WHERE IS" "AS IS WHAT IS" AND WHATEVER THERE IS" BASIS for recovery of Rs.61,01,06,128/- (Rupees Sixty One Crores One Lakh Six Thousand One Hundred and Twenty Eight only) due to the Secured Creditor (JM

# **Financial Credit Solutions Limited**) as on 19-02-2021, plus interest at contractual rates till realization along with future cost and other expenses/charges thereon from <u>VIJAY</u> <u>SHANTHI BUILDERS LIMITED (CIN: L45201TN1992PLC021960), the Borrower</u>.

#### Description of the Mortgaged Property SECURED ASSET PROJECT "I SKY VILLAS"

All that piece and parcel of the following **12 apartments** bearing Flat Nos. and built up area as specified in the table below:

''I'' SKY VILLAS No.2/92, 93, Corporation Road, Seevaram Village, Perungudi, Chennai 600096.			
Floor	FLAT	Flat Area/Total Built up Area	UDS
Ι	А	3330	1425.66
II	Α	3330	1425.66
III	Α	3330	1425.66
IV	A	3330	1425.66
V	Α	3330	1425.66
VI	A	3330	1425.66
VII	А	3330	1425.66
VIII	A	3300	1412.81
IX	A	3330	1425.66
Х	A	3300	1412.81
XI	А	3330	1425.66
XII	A	3300	1412.81
TOTAL 39870 17069.3			17069.37
TOTAL LAND EXTENT - 18495 sq.ft			
TOTAL BUILD UP AREA - 39870 sq.ft			

Together with the undivided extent referred to above, comprised in the following lands:

#### Item No.1

All that piece and parcel of the land measuring 11156 Sq. ft. (26 Cents) comprised in S.No.41/2B2 (S.No.41/2B2A as per Patta) in Seevaram Village, formerly Tambaram Taluk, presently Sholinganallur Taluk, being bounded on the;

North by	:	Corporation Road
South by	:	S.No.41/2B/1B2 and S.No.41/2B2

East by	:	S.No.39/1B2
West by	:	S.No.41/2B1B1 and 41/2B3

#### Item No.2

All that piece and parcel of the land measuring 7339 Sq. ft. (17 Cents) comprised in S.No.41/2B1B1 in Seevaram Village, formerly Tambaram Taluk, presently Sholinganallur Taluk, being bounded on the;

North by	:	41/2B3
South by	:	S.No.41/2B/1B2 & Part of III Street
East by	:	S. No. 41/2B2A & 41/2B/1B2
West by	:	S.No.41/2B/1A1 and 41/2B/1A2

situated within the Registration District of South Chennai and Registration Sub District of Neelankarai.

The **Reserve Price** for the above-mentioned Mortgaged Property is **Rs.** 21,25,00,000/-

The **EMD** for the above-mentioned Mortgaged Property is **Rs. 2,12,50,000/-** (10% of the Reserve Price).

For detailed terms and conditions of the sale, please refer to the link provided under "Assets For Sale" on the Secured Creditor's website i.e. www.jmfinancialcreditsolutions.in, as well as on https://sarfaesi.auctiontiger.net

# TERMS AND CONDITIONS OF SALE

The Online Bids shall be submitted on website https://sarfaesi.auctiontiger.net as per schedule given below or to the Authorised Officer as per Clause 1 of Standard Terms and Conditions.

	As mentioned in Description of Mortgaged Property	
<b>Reserve Price</b>	above.	
Earnest Money	As mentioned in Description of Mortgaged Property	
Deposit (EMD)	above.	
	EMD can be remitted in the following ways :	
	Lind can be remitted in the rono wing ways :	
	i) Deposit through EFT/NEFT/RTGS	
	A/c No: 00600340048537	
	Name of Beneficiary: "JM Financial Credit Solutions	
	Limited "	
	Name of Bank: HDFC Bank	
	Name of Branch: Fort, Mumbai	
	IFSC Code: HDFC0000060	
	Branch Address: Ground Floor, 104 Mumbai Samachar	
	Marg, Fort, Mumbai 400001	
	OR	
	ii) Demand Draft in favor of " JM Financial Credit	
EMD Remittance	Solutions Limited ." payable at Mumbai.	
	The undersigned shall arrange to give inspection of the	
	said Mortgaged Property through his	
Inspection of	representative/agent, to prospective buyers on 19 <sup>th</sup>	
Property	March 2021 between 11 A.M. and 5 P.M.	
Last date for		
submission of online		
application for BID		
with EMD payment	On 25 <sup>th</sup> March 2021 till 5 P.M.	
	On 29th March, 2021 from 2 PM to 4 PM with auto-	
Date and time of e-	extension of five minutes each in the event of bids	
auction	placed in the last five minutes.	
	Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only	
	only)	
<b>Bid Multiplier</b>		

# **Standard Terms and Conditions:**

1. Bids in the prescribed formats given in the Tender Document shall be submitted "online" through the portal of <u>https://sarfaesi.auctiontiger.net</u>. Bids submitted otherwise shall not be eligible for consideration. Bid should be along with scanned

copies of Photo Id, preferably PAN Card and address proof documents, mentioning UTR number / supportive evidence for submitting EMD amount. All details regarding remittance of EMD shall be entered in the bid form like UTR Number along with the (i) proof of identification viz., Voter ID / AADHAAR / Passport etc., (ii) Current Address proof for communication; (iii) PAN Card of the intending Purchaser to the Authorized Officer, JM Financial Credit Solutions Limited . **The EMD will not carry any interest.** 

- 2. The aforesaid property will not be sold below the reserve price mentioned above and the sale is subject to confirmation by the Borrower and JM Financial Credit Solutions Limited. However, the Authorised Officer has the absolute right to accept or reject any/ all bid(s) or adjourn/ postpone the sale without assigning any reason thereof.
- 3. The sale will strictly be on terms and conditions as mentioned herein and in the Auction Notice published in the Times of India (Chennai edition, English) and Dinakaran (Tamil) on 22<sup>nd</sup> Feb 2021
- 4. Intending bidders shall hold a valid e-mail address. E-auction bid document containing e-auction bid form, declaration, general terms and conditions of online auction sale are available on website https://sarfaesi.auctiontiger.net
- 5. The person deputed for inspection by the prospective offerer should carry with him appropriate authorization on the letterhead of the organization he/she represents as well as his/her identity proof (Govt. Issued) failing which inspection may be refused.

# 6. Bid form without EMD shall be rejected summarily. Incomplete Bid forms shall be rejected summarily.

- 7. Intending bidders may avail training for online bidding from M/s e-Procurement Technologies Pvt Contact Chintan Ltd: Person: Bhatt. Email ID: chintan.bhatt@auctiontiger.net Contact No. 9978591888 Helpline Email ID: support@auctiontiger.net Helpline Nos. 92655 62818, 92655 62821. For details with regards to the aforesaid Property, please contact JM Financial Credit Solutions Limited at sarfaesi.csl@jmfl.com, Phone: +91 44 6629 9881, +91 44 6629 9888
- 8. Inspection of the said secured asset as described in the Schedule hereto will be given by the Authorized Officer and / or the Authorised representative of the Authorized Officer to the intending bidder at the premises of the secured asset situated at the location as described in the Schedule hereto. The intending bidder(s) would be entitled to inspection of the secured asset at their own costs on the appointed date and time fixed by the Authorized Officer. In the event of the intending bidder(s) choosing not to take the inspection or failing to take inspection or being unable for any reason to take inspection on the date fixed for such inspection, the intending bidder/s shall be deemed to have taken inspection of the secured asset and the condition in which it is and will be fixed with notice as to the condition in which the secured assets actually are.

- 9. Offers not accompanied with EMD shall be treated as invalid. The EMD of unsuccessful bidders shall be refunded, without interest, within <u>15 days</u> from the date of e-auction. The Offerer will not be entitled to claim any interest, if the refund of EMD is delayed beyond the said period for any reason whatsoever. In case of failure of the highest bidder to make payment of the Bid amount or any part thereof within the stipulated time frame, <u>Authorised Officer reserves the right to negotiate with the 2<sup>nd</sup> or 3<sup>rd</sup> highest bidder for sale of said Assets</u>, and the EMD of the highest bidder.
- 10. The offer should only be placed online in the "AUCTION BID FORM".
- 11. The entire procedure of conducting e-auction shall be at the exclusive discretion of the Authorized Officer and intending purchaser shall have no right to object to the same.
- 12. The highest bidder in the E-Auction immediately on closure of auction process should submit/send the final price quoted by him both to JM Financial Credit Solutions Limited's Authorized Officer and Service Provider for getting declared as successful bidder in the auction. The bidder who submits the highest bid amount (not below the Reserve Price) on closure of E-Auction process is liable to be declared as successful bidder.
- 13. Offerer / bidders can inspect the aforesaid premises on 19th March 2021 between 11 A.M and 5 P.M. The person deputed for inspection by the prospective Offerer should carry with him appropriate authorization on the letterhead of the Offerer whom he/she represents as well as his/her identity proof (Govt. Issued) failing which inspection may be refused to such person.
- 14. The bidder is expected to conduct a thorough due diligence, to his/her complete satisfaction before submitting the bid. Any subsequent detraction and/or default and/or refusal to pay the balance amount of purchase price within fifteen (15) days from the confirmation of sale or such extended period [as may be agreed upon in writing between the purchaser and the secured creditor, in any case not exceeding three months], after the payment of twenty- five percent (25%) of the of the bid amount towards the purchase price, will attract the provisions of section 9(5) of the Security Interest (Enforcement) Rules, 2002 vide which the deposit of twenty- five percent (inclusive of the EMD) shall be forfeited and the immovable property shall be resold and the defaulting purchaser shall forfeit [to JM Financial Credit Solutions Limited ] all claim to the property or to any part of the sum for which it may be subsequently sold.
- 15. The said Property shall be sold to the highest offerer. The highest offerer shall have to tender the KYC documents with originals (Photo ID and address proof documents) to the Authorised Officer for verification immediately. Post such verification, on confirmation of sale of the property, which shall be conveyed to the highest bidder

on or before 30<sup>th</sup> March 2021, the successful offerer (s) will have to immediately pay 25% of the sale price (after adjusting the Earnest Money Deposited) by way of Demand Draft / Pay Order favoring JM Financial Credit Solutions Limited payable at Mumbai. The balance of 75% of the consideration amount shall be payable on or before the 15<sup>th</sup> day from the date of sale confirmation or such extended period as may be agreed upon in writing between the purchaser and the secured creditor, in any case not exceeding three months. In the event of any default in payment of any of these amounts, or if the sale is not completed by reason of any default on the part of the successful Offeror/Purchaser, JM Financial Credit Solutions Limited, in its absolute discretion and in consonance with section 9(5) of the Security Interest (Enforcement) Rules, 2002, shall be entitled to forfeit all the moneys till then paid by the successful Offerer, and put up the said Property for resale/disposal and the defaulting purchaser shall forfeit [to JM Financial Credit Solutions Limited ] all claim to the property or to any part of the sum for which it may be subsequently sold.

- 16. Further, all costs, charges and expenses incurred by JM Financial Credit Solutions Limited on account of such resale shall be borne by the defaulting purchaser who shall also be bound to make good any deficiency arising on such resale and he/she/they shall not be entitled to make any claim in the event of the said Property realizing higher price on resale.
- 17. The Offerer shall deduct and deposit with the concerned Department/ statutory body Tax Deducted at Source (TDS), as applicable under section 194-IA of the Income Tax Act, 1961. Such TDS shall be considered as part of the Offer made by the Offerer.
- 18. The stamp duty, registration charges, cess, GST on movables, sales tax (if applicable) including Value Added Tax (VAT) if applicable, transfer charges if any, and all other incidental costs, charges and expenses in connection with the sale of the aforesaid Assets shall be borne by the purchaser/ successful offerer.
- 19. If for any reason, whatsoever, the sale cannot be confirmed or is set aside by an order of any Court or Tribunal, then in that event the entire purchase money paid may be refunded to the intending Purchaser(s) without interest/ other charges of any manner whatsoever.
- 20. Participation in the bid shall be deemed to be acceptance of the terms and conditions specified herein as also in terms and conditions as mentioned in the Auction Notice by the intending Bidder(s) / Offeror(s).
- 21. Sale Certificate shall be issued and transfer of Property shall be done by the Authorised Officer only upon payment of the entire bid consideration and other charges as per the terms contained herein.
- 22. As from the date of confirmation of the sale of the said Property, the purchaser shall hold the said Property at his/her/their sole risk and cost as regards any loss or damage to the said Property by fire or earthquake or any other natural calamities or due to

theft, burglary or robbery or from any other cause whatsoever and neither JM Financial Credit Solutions Limited nor the Authorized Officer shall be liable for any such loss or damages/ incidental loss damages of any nature whatsoever, including but not limited to liability of any manner towards any third party/ parties.

- 23. The said Property offered for sale is on "AS IS WHERE IS", "AS IS WHAT IS BASIS" AND "WHATEVER THERE IS"". Neither JM Financial Credit Solutions Limited nor the Authorized Officer undertakes any responsibility to procure any permission/license etc. in respect of the assets offered for sale hereinabove. The successful bidder / Offerer will have to bear all other outstanding dues, including but not limited to, water/electricity/service charges, transfer fees, electricity dues, society dues, dues of the Municipal Corporation/local authority dues, taxes including sales tax, Value Added Tax (VAT), taxes including GST or any other cess, duties, levies by whatever name it is called, if any, in respect of the said Property. The successful offerer shall not be entitled to have purchased the secured asset subject to all encumbrances, liens and claims.
- 24. The Offerers are advised in their own interest to verify the assets being sold and verify any other dues from the respective authorities to their satisfaction before submitting the offers.
- 25. The successful Offerer shall be deemed to have purchased the assets after complete satisfaction of title thereto and inspection of the said Property and shall not be entitled to make any requisition or raise any objection as to the title or condition of the assets or any part thereof after declaration of the highest offeror.
- 26. The Offerer shall purchase the said Property in the same condition that the said Property exists on the date of sale. The date of sale shall mean, the date when the Authorized Officer accepts the offer. From and after the date of acceptance of offer by the Authorized Officer, the same shall be at the sole and entire risk and costs and account of the Offerer / purchaser as regards any risk, injury loss or damage thereto or any part thereof from any cause whatsoever. The Offerer/purchaser shall not make any requisition for repairs or otherwise and the obligations of carrying out such repairs shall be solely that of the Offerer/purchaser.
- 27. Conditional offers will be treated as invalid. Likewise, correspondence about any change in the offers will not be entertained. Any offerer who wishes to change the offer for the assets advertised can make the changes in the Online Auction Bid Form on or before the last date prescribed for submission of the offers in the concerned advertisement with appropriate Earnest Money Deposit and offer Fees.
- 28. The successful Offerer will be bound by the regulations of the local / any other authority, as applicable in regard to the use of the immovable property along with its super structure, plant machinery thereon, if being part of property contemplated herein.

- 29. The successful Offerer shall, notwithstanding any discrepancy or variation in the names, quantities, survey nos. measurement, boundaries and abuttal as mentioned hereinabove or any public notice, accept the said Property purchased by them.
- 30. If the dues of JM Financial Credit Solutions Limited together with all costs, charges and expenses incurred by JM Financial Credit Solutions Limited are offered by or on behalf of the Borrower at any time before the date of confirmation of sale as prescribed under SARFAESI Act 2002 and applicable rules thereof, the property or part thereof, shall not be auctioned.
- 31. The Offerer shall not be entitled to withdraw or cancel offer once submitted unless permitted by Authorized Officer. If the Offerer withdraws or cancels the offer, the Earnest Money Deposit shall be liable to be forfeited and will also be liable to pay the Authorized Officer, the loss or damage suffered consequent upon withdrawing or canceling the offer. The assets in question will then be resold at the risk and consequences of the offerer.
- 32. On confirmation of sale by JM Financial Credit Solutions Limited and if the terms of payment have been complied with, the Authorised Officer exercising the power of sale shall issue Sale Certificate for immovable assets in favour of the purchaser/successful Offeror in the form given in Appendix V of the Security Interest (Enforcement) Rules, 2002.
- 33. The sale certificate will be issued in the name of the purchaser(s) / Applicant(s) only and will not be issued in any other name(s).
- 34. The Authorized Officer is selling the said Property pursuant to the powers derived from the said Act. The said Property comprised in and forming part of the sale are sold, subject to all defects, faults, imperfections and errors of description latent or otherwise. The Authorized Officer is not answerable for the correct description genuineness, veracity, authenticity of or any defects in the said Property and does not warrant any condition whatsoever pertaining to the same. The Offerer should make their own enquiry about the same and satisfy themselves if there are any other encumbrances, reservations, acquisitions, charges, liens or defects affecting the title of the said Property. The Offerer shall not be entitled to issue or raise any requisitions or objections to or upon the title. The Offerer should make enquiries about the utility of the property put up for sale hereunder and no warranty or assurances of any kind are given by the Authorized Officer and/or JM Financial Credit Solutions Limited . The Offerer shall be deemed to have undertaken a due diligence of the said Property and that the Offerer is presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.
- 35. The Authorized Officer reserves his right to reject any or all offer/s without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the Offerer or sell the assets through private negotiations with any of the Offerer

or any other party/parties or invite fresh offers JM Financial Credit Solutions Limited 's decision in this behalf shall be final & binding.

- 36. The Authorized Officer will be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in light of the facts & circumstances of the case.
- 37. Disputes, if any, shall be within the jurisdiction of Courts and Tribunals in Chennai only.
- 38. Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.

#### **Other terms and conditions pertaining to e-auction:**

- 39. Auction/ bidding will be only online bidding through the portal provided by the service provider.
- 40. In case of sole bidder/offerer, the sale may be deferred and the said Property may be brought for resale or otherwise sale will be deferred or cancelled.
- 41. Bidders/Offerers are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- 42. No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case the EMD in full will be forfeited.
- 43. Only upon verification of the bid form and confirmation of remittance of EMD, the User ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
- 44. Bidders/Offerer should not disclose their User ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
- 45. Bidders/Offerers are advised to change the password immediately on receipt from the service provider.
- 46. All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder/offerer cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.

- 47. The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders/offerors. The bidder/Offerer with the highest offer/ bid does not get any right to demand acceptance of his bid in case any stay order is received by JM Financial Credit Solutions Limited.
- 48. The bidder/offerer shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the JM Financial Credit Solutions Limited . Hence bidders/Offerers are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
- 49. **Governing Law and Arbitration**: The Interpretation, construction and effect of this Tender and the Tender Document shall be governed in all aspects and in accordance with the laws of India and subject to the exclusive jurisdiction of Courts in Chennai. Notwithstanding the above, any or all claim, controversy or dispute (collectively referred to as "**Disputes**") arising out of or under this Tender and the Tender Document, if not settled by mutual agreement between the Parties herein and/or anyone claiming through or under them, within 15 days, shall be referred to Arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 (As Amended). The arbitration proceedings shall be conducted by a **Sole Arbitrator** to be appointed by mutual consent. The arbitral proceedings shall be conducted in English, with the Seat of Arbitration as Chennai, India and shall be governed by and construed in accordance with the laws of India

# Authorized Officer JM Financial Credit Solutions Limited

#### **ONLINE BID DOCUMENT**

(to be filled online in website https://sarfaesi.auctiontiger.net)

In the matter of Vijay Shanthi Builders Ltd.

- 1) Name of the Offeror/Bidder :
- 2) Constitution of the Offeror/Bidder : \_\_\_\_\_
- 3) Postal address of the Offeror/.Bidder : \_\_\_\_\_
- 4) Telephone Nos. \_\_\_\_\_ (Mobile) \_\_\_\_\_
- 5) E-Mail Id \_\_\_\_\_
- 6) Bank account details to which refund is to be sent
  - a. Bank Account No. \_\_\_\_\_
  - b. IFSC Code No. \_\_\_\_\_

c.	Bank	and	Branch	Name	
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- 7) PAN No.\_\_\_\_\_
- 8) Aadhar No.\_\_\_\_\_
- 9) EMD Remittance details
  - a. Date of remittance\_\_\_\_\_
  - b. Name of Bank \_\_\_\_\_
  - c. Branch Name \_\_\_\_\_
  - d. Bank Account No.
  - e. IFSC Code No. \_\_\_\_\_
  - f. UTR No. \_\_\_\_\_

#### OR

- a. Demand Draft No. and date\_\_\_\_\_
- b. Name of issuing Bank\_\_\_\_\_
- 10) Document of proof of identity (tick whichever is being attached) :
  - Driving License: Issue Date \_\_\_\_\_, Number\_\_\_\_\_\_
  - PAN Card Number: \_\_\_\_\_\_
  - Voter Identity Card: Issue Date \_\_\_\_\_, Number\_\_\_\_\_\_
  - Passport: Issue Date \_\_\_\_\_, Number\_\_\_\_\_
  - Certificate of Incorporation: Issue Date \_\_\_\_\_, Number\_\_\_\_\_
  - □ Partnership Agreement date: \_\_\_\_\_

The Online bids shall be submitted in website <u>https://sarfasei.auctiontiger.net</u> as per schedule given below.

# **SCHEDULE OF PROPERTIES**

#### PROJECT "I SKY VILLAS"

All that piece and parcel of the following **12 apartments** bearing Flat Nos. and built up area as specified in the table below:

''I'' SKY VILLAS No.2/92, 93, Corporation Road, Seevaram Village, Perungudi, Chennai 600096.			
Floor	FLAT	Flat Area/Total Built up Area	UDS
Ι	Α	3330	1425.66
II	Α	3330	1425.66
III	Α	3330	1425.66

IV	Α	3330	1425.66
V	Α	3330	1425.66
VI	Α	3330	1425.66
VII	Α	3330	1425.66
VIII	А	3300	1412.81
IX	Α	3330	1425.66
X	Α	3300	1412.81
XI	Α	3330	1425.66
XII	Α	3300	1412.81
TOTAL		39870	17069.37
TOTAL LAND EXTENT - 18495 sq.ft			
TOTAL BUILD UP AREA - 39870 sq.ft			

Together with the undivided extent referred to above, comprised in the following lands

#### Item No.1

All that piece and parcel of the land measuring 11156 Sq. ft. (26 Cents) comprised in S.No.41/2B2 (S.No.41/2B2A as per Patta) in Seevaram Village, formerly Tambaram Taluk, presently Sholinganallur Taluk, being bounded on the;

North by	:	Corporation Road
South by	:	S.No.41/2B/1B2 and S.No.41/2B2
East by	:	S.No.39/1B2
West by	:	S.No.41/2B1B1 and 41/2B3

#### Item No.2

All that piece and parcel of the land measuring 7339 Sq. ft. (17 Cents) comprised in S.No.41/2B1B1 in Seevaram Village, formerly Tambaram Taluk, presently Sholinganallur Taluk, being bounded on the;

North by	:	41/2B3
South by	:	S.No.41/2B/1B2 & Part of III Street
East by		: S. No. 41/2B2A & 41/2B/1B2
West by	:	S.No.41/2B/1A1 and 41/2B/1A2

situated within the Registration District of South Chennai and Registration Sub District of Neelankarai.

The Reserve Price for the above-mentioned property shall be: Rs. xx/-.

The **EMD** for the above-mentioned property shall be: Rs. \_\_\_\_\_/-.

#### **DECLARATION**

I/We, the Offerer/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the tender and public notice for Sale in the matter of Vijay Shanthi Builders Ltd and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions.

I/We, the Offerer/s aforesaid do hereby confirm that I/We have taken inspection of the premises and I/We are satisfied with the condition of the same and I/We shall not claim any loss or reduction in the amount offered on account of any deviation in the details and description of the properties.

I/We further declare that I/We intend to purchase the above referred assets from the Authorized Officer, JM Financial Credit Solutions Limited. for our own use/business and that the information revealed by me/us in the tender/offer in https://sarfaesi.auctiontiger.net is true and correct. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the tender submitted by me/us in https://sarfaesi.auctiontiger.net is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited. JM Financial Credit Solutions Limited will be at liberty to annul the offer made to me/us at any point of time. I/We also agree that after my/our offer given in https://sarfaesi.auctiontiger.net in my/our offer for purchase of the assets is accepted by JM Financial Credit Solutions Limited and I/we fail to accept or act upon the terms and conditions herein or am /are not able to complete the transaction within the time limit specified herein for any reason whatsoever and/or fail to fulfill any/all the terms & conditions herein, the Earnest Money Deposit and any other monies paid by me/us along with the offer and thereafter, are liable to be forfeited by JM Financial Credit Solutions Limited and that JM Financial Credit Solutions Limited has also a right to proceed against me/us for specific performance of the contract, if so desired by JM Financial Credit Solutions Limited.

SIGNATURE