



BID DOCUMENT FOR E AUCTION

Whereas **Edelweiss Asset Reconstruction Company Limited in its capacity as Trustee of EARC Trust SC – 394 (“EARC”)**, acting through its Authorized Officer (“AO”), 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 properties 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 conditions as mentioned herein below:

Auctioneer Name	M/s Edelweiss Asset Reconstruction Company Limited (EARC) Trustee of EARC Trust – SC 394 Edelweiss House, 1 st Floor, Off CST Road, Kalina, Mumbai. 400098
Auction to be Conducted by	M/s C1 India Private Limited- A-201, Wall Street-2, Orient Club, Ellis Bridge, Ahmedabad - 380 006
Auction Schedule	Date of Auction: September 30, 2026 Timings: 11:00 AM to 12:00 PM with unlimited extensions of 5 minutes each Auction Website: https://bankeauctions.com
Annexure	- Terms & conditions of e-Auction (Annexure – I) - Details of Bidder (Annexure – II) <u>Instruction:</u> This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website https://bankeauctions.com during the time of submission of the bid. - Declaration by Bidder (Annexure – III) <u>Instruction:</u> This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website https://bankeauctions.com during the time of submission of the bid. - Confirmation by Bidder Regarding Receipt of Training (Annexure – IV) <u>Instruction:</u> This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website https://bankeauctions.com just after availing training on e-Auction. - Price Confirmation Letter by H1 Bidder (Annexure – V) - Sale Certificate Draft (Annexure VI) <i>(For the purpose of issuance of Sale Certificate, the draft shall be followed as closely as possible)</i> <u>Instruction:</u> This document is required to be duly filled in and signed by the H1 bidder and thereafter e-mail scanned letter to



	the Authorised Officer, Edelweiss Asset Reconstruction Company Limited mentioned in the website https://bankeauctions.com immediately on completion of the bidding.
Special Instructions	Bidding in the last minutes and seconds should be avoided in the bidder's own interest. Neither the Service Provider nor EARC will be responsible for any lapses / failure on the part of the Bidder, in such cases.



Annexure I

E-Auction bidding Terms and Conditions

1. Computerized e-Auction shall be conducted by service provider M/s C1 India Private Limited ("**Service Provider**") on behalf of **Edelweiss Asset Reconstruction Company Limited** (acting in its capacity as Trustee of EARC Trust SC 394) ("**EARC**"), 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 Service Provider 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. Service Provider shall arrange to train the bidder(s), without any cost. Service Provider shall acquaint bidder regarding the bidding process, functions and e-Auction rules. All the bidders are required to ensure compliance regarding receipt of training before the start of bid process.
3. **Properties for Bid:** Sale of following Secured Asset by EARC under SARFAESI Act, 2002:

Description of Secured Asset: -

Lot	Description of Secured Asset	Reserve Price (Rs in Crores)	Earnest Money Deposit (EMD) (Rs in Crores)	Possession with EARC Physical/Symbolic
I	All that flat/ duplex premises bearing Duplex Flat No. 2 on 3 rd and 4 th Floor admeasuring 2132 sq.ft. (Carpet) situated on land bearing CTS No. 246, Bungalow Plot No. 39, admeasuring 317.20 sq.mtrs. (as per property card) Village Poisar, within the Registration Sub District and District of Mumbai Suburban in Shree Balasinor Co. op. Housing. Society Ltd. at S.V. Road, Kandivali West, Mumbai- 400 067 (said Plot) together with proportionate undivided share, right, title and interest in the said plot No. 39 and appurtenant membership rights in the society under Duplicate Share certificate No. 18, in respect of 5 Shares bearing distinctive numbers 86 to 90. The said Plot is bounded as under: On or towards East : Society bye Lane On or towards West : Bungalow No. 16 & 17 On or towards North : Bungalow No. 40 and On or towards South : Bungalow No. 38	4.60	0.46	Symbolic
II	All that flat/ duplex premises bearing Duplex Flat No. 3 on 5 th and 6 th Floor admeasuring 2132 sq.ft.	4.60	0.46	Physical



	(Carpet) situated on land bearing CTS No. 246, Bungalow Plot No. 39, admeasuring 317.20 sq.mtrs. (as per property card) Village Poisar, within the Registration Sub District and District of Mumbai Suburban in Shree Balasinor Co. op. Housing. Society Ltd. at S.V. Road, Kandivali West, Mumbai- 400 067 (said Plot) together with proportionate undivided share, right, title and interest in the said plot No. 39 and appurtenant membership rights in the society under Duplicate Share certificate No. 18, in respect of 5 Shares bearing distinctive numbers 86 to 90. The said Plot is bounded as under: On or towards East : Society bye Lane On or towards West : Bungalow No. 16 & 17 On or towards North : Bungalow No. 40 and On or towards South : Bungalow No. 38			
Lot III – Combined Lot	Description as mentioned in Lot I and Lot II being sold together.	8.75	0.87	As mentioned above.

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. The bid increment value will be Rs. 5,00,000/- (Rupees Five Lakhs Only), i.e. each bid has to be increased by a minimum of Rs. 5,00,000/- (Rupees Five Lakhs Only).
7. **Bid Price:** The Bidder must quote the total price.
8. **Procedure of e-Auctioning**
 - i. **e-Form Submission:** All interested bidders need to fill an online form available on e-Auction domain with necessary details.
 - ii. **Online e-Auction:**
 - EARC 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 e-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"** i.e. Rs. 5,00,000/- (Rupees Five Lakhs Only) 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 e-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



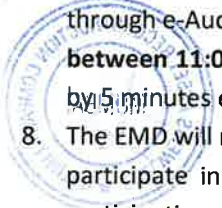
auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-Auction, the e-auction shall get closed automatically without any extension. **However, bidders are advised not to wait till the last minute or last 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. Successful Bidder shall be required to submit the final prices, quoted during the e-Auction as per Annexure – V after the completion of Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before the start of auction.
During e-Auction, if no bid is received within the specified time, EARC 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 EARC regarding declaration of successful bidder shall be final and binding on all the Bidders.
13. 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. EARC / Service Provider 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 the Secured Asset is schedule to be conducted on day & time as specified in the auction notice published in the newspapers. There will be unlimited extensions of 5 minutes duration each if any valid bid is received before last 5 minutes of the close of e-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 Secured Asset separately. EARC's decision will be final & binding on all the bidders.
18. The bid document containing detailed terms and conditions can be obtained from <https://bankeauctions.com>.



Terms & Conditions for Sale of Secured Asset/Property:

1. The e-auction sale of Secured Asset is on "as is where is" basis, "as is what is" basis, "whatever there is" basis and "no recourse" and on physical/symbolic possession basis for and on behalf of the Secured Creditor viz. EARC.
2. In respect of the Secured Asset, total outstanding dues of EARC and Catalyst Trusteeship Limited (Acting as Debenture Trustee for the benefit of EARC) are **Rs. 906,17,08,377 (Rupees Nine Hundred and Six Crores Seventeen Lakhs Eight Thousand Three Hundred and Seventy Seven)** as on 31st July 2026 together with further interest at contractual rates from the said date till actual realization along with other charges/expenses/costs, thereon, adjusted with any amount received after the abovesaid date against financial assistance availed by M/s ITMC Developers Private Limited/Borrower.
3. Bid document containing general terms and conditions of sale can be obtained from <https://bankeauctions.com> till **28th September 2026**.
4. The date for Inspection of the Secured Asset is **August 26, 2026 to September 28, 2026 between 11 A.M to 4 P.M with prior appointment** as more particularly mentioned in the Auction Notice. The bidders are requested in their own interest, to take inspection and conduct due diligence of the secured asset put up for auction sale and satisfy themselves about the nature and condition of the said asset and other relevant details pertaining to the above-mentioned asset before submitting their bids. Statutory/Government dues if any like property taxes, sales tax, excise dues and other dues such as electricity dues, maintenance charges/dues, other claims etc. if any, should be ascertained by the bidders in their diligence as the same shall have to be dealt with by the successful Bidder.
5. With respect to secured asset mentioned in **Lot I** of the description of the secured asset is being sold on symbolic possession. All the interested bidders are notified that a Securitisation Application, being SA No.280 of 2024 has been filed before the Hon'ble Debts Recovery Tribunal-1 at Mumbai by EARC against Abhyudaya Co-Operative Bank Ltd. ("Abhyudaya") inter alia challenging the measures adopted by Abhyudaya qua the **Lot I** Secured Asset under Section 13(4) of the SARFAESI Act. The specific details of ongoing litigations pending before any Court/Forum will be shared with the interested bidders in the virtual data room. Further, all interested bidders are required to conduct their independent due diligence regarding the same before placing any bid for the property. The Authorised Officer/Secured Creditor shall not be liable or responsible for any omission, non-disclosure, or failure to provide details pertaining to any litigation, claim, encumbrance, or legal proceeding affecting the asset, and the bidder shall be solely responsible for conducting independent due diligence and verification prior to submitting a bid
6. For participating in the online e-auction sale, bid document, copies of PAN Card, Board Resolution in case of Company and photo ID, address proof is required to be submitted along with EMD, which is payable by way **RTGS/NEFT** in the name of **EARC TRUST SC - 394**, account No. **000405120289**, ICICI Bank, Mittal Court, Nariman Point, Mumbai - 400 021, IFSC Code No. **ICIC0000004** **on or before 5:00 PM on September 29, 2026**. Once an Online Bid is submitted, the same cannot be withdrawn. 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 on the following email IDs i.e. Shivangi.Varma@edelweissarc.in; varunv.shah@edelweissarc.in and Swati.Kumar@edelweissarc.in.
7. The Secured Asset shall be sold by the undersigned by way of **Electronic Public Auction on September 30, 2026** through e-Auction Agency M/s C1 India Private Limited at their website/portal i.e. <https://bankeauctions.com> **between 11:00 AM to 12:00 PM** 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. EMDs of those interested bidders who have submitted the bid but do not participate in the auction or wish to withdraw from the auction process will be forfeited. EMD of the participating unsuccessful bidders will be returned within 10 working days to the same bank account used by the participant for payment of EMD.



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 of EARC (AO) 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:

Name of Auction Agency	C1 India Private Limited
Company Address	A-201,Wall Street-2,Orient Club, Ellis Bridge, Ahmedabad - 380006 Gujarat (India)
Bidder Help Desk Numbers	+917291981124 /25 /26
Email Id	support@bankeauctions.com ; maharashtra@c1india.com
eAuction Portal	https://bankeauctions.com

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. In case of any non-submission of bid in Annexure II / discrepancy in bid submitted in annexure II, the reserve price shall be treated as final bid from the respective bidder.
12. The successful bidder will be required to deposit 25% of the sale price (including the EMD already deposited) on the same day or not later than next banking day, as the case may be. As per rule 9(4) the balance amount of the sale price shall be paid within 15 days from declaration of successful bidder. 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.
13. The Authorized Officer shall have right to extend the period for making the balance payment post issuance of 'Confirmation of Sale Certificate' but the same does not vest any right in favor of the highest bidder to seek additional time to make the balance payment. The aforesaid right vested in favor of the Authorized Officer to grant extension of time to make the balance payment and rate of interest charged on the delay is discretionary in nature and will be exercised by the Authorized Officer only if the Authorized Officer deems it fit and necessary.
14. The sale is on **"as is where is"** basis, **"as is what is"** basis, **"whatever there is"** basis and **"no recourse"** and on **symbolic/physical possession basis**. On completion of sale, i.e. of receipt of full sale consideration, the Authorised Officer shall issue a Certificate of Sale under the SARFAESI Act in favour of the successful bidder.
15. Authorized Officer reserves the absolute right and discretion to accept or reject any or all Bids or adjourn/postpone/cancel the auction sale/modify any terms and conditions of the sale without prior notice and/or without assigning any reasons in respect thereof. The decision of the Authorized Officer in this regard shall be final and binding.
16. The Secured Asset mentioned in the Bid Document is based on the charges/mortgages created by the Borrower in favour of Secured Creditor. Interested parties are requested to verify details of the Secured Asset themselves and to their satisfaction at their own cost and expenses.
17. The Secured Asset are being sold free from charges and encumbrances of Secured Creditors i.e., EARC and Catalyst Trusteeship Limited (acting as Debenture Trustee for the benefit of EARC) only.
18. The Successful Bidder would be required to bear all the necessary expenses like stamp duty, registration, incidental costs, expenses including GST or any other taxes or costs relating to sale and transfer of Secured Asset.
19. EARC or the Authorized Officer of EARC will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or any claim of anybody in respect of the Secured Asset.



20. To the best of knowledge EARC/its Authorized Officer there are no known statutory liabilities/encumbrances relating to the Secured Asset. If any such statutory liabilities are discovered at a subsequent stage, the same shall be solely dealt with by the Successful Bidder at his/her/its 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. Hence the bidders are advised to carefully go through the said terms and conditions before submitting their bids.
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. Description of Asset: As stated above under point No. 3

Other Terms & Conditions for Sale of Property

1. The Authorized Officer 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 Asset 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 Asset shall be borne wholly by the purchaser only.
2. Sale shall not take place below the reserve price.
3. Interested buyers can inspect the Secured asset at the specified timings at their own cost, in the presence of the Authorized Officer or a representative of the Authorized Officer available at the site on the specified date to facilitate the inspection. Since the e-auction is conducted on the basis of symbolic/physical possession, the inspection shall be subject to the most reasonable extent possible.
4. On confirmation of sale and if the terms of payment have been complied with, the Authorized Officer 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 sale is on as is where is" basis, "as is what is" basis, "whatever there is" basis and "no recourse" and symbolic/physical possession basis. On completion of sale, i.e. of receipt of full sale consideration, the Authorised Officer shall issue a Certificate of Sale under the SARFAESI Act in favour of the successful bidder.
6. The Authorized Officer does not take any responsibility for procuring any permission, etc. or for the dues of any authority established by law. The Secured Asset is being sold free from charges and encumbrances of Secured Creditors i.e., EARC and Catalyst Trusteeship Limited (Acting as Debenture Trustee for the benefit of EARC) only.
7. The interested buyers may carry out their own due diligence including site visit before participating in the auction sale. They may also verify at their own cost and in their own interest the area of asset, any fixtures, and any other relevant information before submitting the Bids. They may inspect the records relating to the mortgage available with the Authorized Officer with prior appointment of AO. The AO/Secured Creditor shall not be responsible for any error, misstatement, omission in the description of the Secured Asset.
8. A Bidder shall be deemed to have full knowledge of the relevant documents, Secured Asset 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/endorsement by successful bidder will be permitted up to the date of confirmation of sale. The same shall be subject to legal compliance under relevant applicable laws.

Sd/-

Authorized Officer



Note: Bidder(s) will have to go through the Annexure uploaded on the Web Portal (<https://bankeauctions.com>) and follow the following procedures:

Note: Submission of Bid Form and other documents along with EMD shall be construed as binding bid and in case of failure to participate in the e- auction process or comply with the timelines/all the terms and conditions of the bid process documents, the EMD shall be forfeited.

- **Annexure – II:** All the Prospective Bidder(s) will have to:
 - get the printout.
 - fill it up and sign.
 - upload the scanned copy while submitting the bid.
 - Along with the KYC Documents
 - **Annexure –III:** All the Prospective Bidder(s) will have to:
 - get the printout.
 - fill it up and sign.
 - upload the scanned copy while submitting the bid.
 - Affidavit in regard to Section 29(A)
 - **Annexure – IV:** Just after receiving Training on e-Auction, Bidder(s) will have to:
 - get the printout.
 - fill it up and sign.
 - upload the scanned copy after receiving the training.
 - **Annexure – V:** Just after the completion of e-Bidding Process, the H1 Bidder will have to:
 - get the printout.
 - fill it up and sign.
 - e-mail the scanned copy to the to the Authorised Officer, Edelweiss Asset Reconstruction Company Limited mentioned in the website <https://bankeauctions.com> immediately on completion of the bidding.
- Annexure – VI:** The Sale Certificate shall be issued to the highest successful bidder on payment of Total Sale Consideration Amount.

Note- Annexure II, III & IV are to be submitted on or before September 29, 2026. Annexure V to be submitted on completion of E-Auction Process.



ANNEXURE-II
DETAILS OF BIDDER

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

1.	Name(s) of Bidder (in Capital) / Name of Organization (in Capital)	
2.	Father's / Husband's Name (Applicable only if the bidder is an individual)	
3.	Postal Address of Bidder(s)	
4.	Phone Number and E-mail ID	
5.	Bid Amount (Bid amount should be equal to or higher than the Reserve Price)	
6.	EMD Amount	
7.	Bank Account details of the Bidder (Provide bank details to which the EMD has to be refunded)	Bank Name: Branch: Account Holder Name: Bank A/c No.: IFSC Code:
8.	Date of submission of bid	
9.	PAN Number	
10.	EMD remittance details*	Date of remittance: Name of Bank: Branch: A/c. No.: IFSC Code No.:

Name and Particulars of the Person or Company on whose behalf the Secured Asset(s) are to be purchased

Brief profile of the Bidder / Purchaser

I/We declare that I/We have read and understood all the above terms and conditions of auction sale and the auction notice published in the daily newspaper which are also available on the website <https://bankeauctions.com> and shall abide by them. We have further perused the relevant paper/documents 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 394 or/and EARC responsible for the same and shall not have any claim against either of them. I/We also undertake to improve my/our bid by one bid incremental value notified in the sale notice if I/We am/are the sole successful bidder.

In case our Bid for purchase of Secured asset is accepted by the Authorised Officer of Edelweiss Asset Reconstruction Company Limited, acting in its capacity as Trustee of EARC Trust SC 394 ("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 asset in my/our name will be paid by me/us.

Date: _____

Place: _____

.....
(Name & Signature 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 on the website <https://bankeauctions.com> during the time of submission of the bid.

ANNEXURE-III
DECLARATION BY BIDDER (S)

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 sale and have understood them fully. 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 Asset. 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 are 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 have categorically been apprised by EARC/its officers of the status of secured asset being under symbolic/physical possession. In the event we are declared as the successful auction purchaser after the conclusion of the auction, we are fully aware that obtaining physical possession of the secured asset presently under symbolic possession will be solely our responsibility. If for any reason we are unable to obtain the physical possession of the property, we shall not dispute/raise any claim/dispute against EARC or any of its officers.
9. **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 and the Secured Creditor.**

10. The decision taken by Authorised Officer in all respects shall be binding on me/us.
11. 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 on the website <https://bankeauctions.com> during the time of submission of the bid.

AFFIDAVIT under Section 29 A

[To be submitted by each Bidder and in case the Bidder is a consortium, then to be submitted by each member of such consortium]

[To be stamped with adequate value under the Stamp Act applicable to the particular state and duly attested by Notary Public]

I, [●], son/ daughter of [●], aged about [●] years, currently residing at [●] and having Aadhaar / Passport number [●], on behalf of [●] having its registered office at [●] ("**Bidder**") pursuant to authorization dated [] (as enclosed herewith), do solemnly affirm and state to Edelweiss Asset Reconstruction Company Limited, wherein Edelweiss Asset Reconstruction Company Limited ("**EARC**") is acting in its capacity as the trustee of EARC Trust SC 394 as the financial creditor of M/s ITMC Developers Private Limited ("**Borrower/ Corporate Debtor**") as follows:

1. That I am duly authorized and competent to make and affirm this instant affidavit for and on behalf of the Bidder in terms of [resolution of its board of directors/ power of attorney/ authorised vide partnership deed dated [●]]. I hereby unconditionally state, submit and confirm that this affidavit is true, valid and genuine.
2. I hereby unconditionally state, submit and confirm that the Bidder is not disqualified from submitting a bid in respect of the Borrower, pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**").
3. I hereby state, submit and declare that neither the (i) Bidder nor (ii) any person acting jointly or in concert with the Bidder nor (iii) any person who is a connected person¹ (as defined under the provisions of the Code of (a) the Bidder or (b) any person acting jointly or in concert with the Bidder):
 - (a) is an undischarged insolvent;
 - (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
 - (c) is at the time of submission of the resolution plan a person who, (i) has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, or (ii) controls or manages or is the promoter of a corporate debtor whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force; and atleast a period of one year has lapsed from the date of such classification.
 - (d) has been convicted for any offence punishable with imprisonment –
 - (i) for two years or more under any statute specified under the Twelfth Schedule of the Code and two years have not passed from the date of release from such imprisonment; or

¹ As per Section 29A of the Code under Explanation I the expression "connected person" means:

(i) any person who is the promoter or in the management or control of the resolution applicant; or (ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or (iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii).

- (ii) for seven years or more under any law for the time being in force and two years have not passed from the date of release from such imprisonment.
 - (e) has been disqualified to act as a director under Companies Act, 2013;
 - (f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
 - (g) has been a promoter or in the management of or control of a corporate debtor² in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Hon'ble National Company Law Tribunal (or its appellate tribunal / court) under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place prior to the acquisition of the corporate debtor by the Bidder and the Bidder has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction);
 - (h) has executed a guarantee in favour of a creditor, in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code where such guarantee has been invoked by the creditor and remains unpaid in full or part; and
 - (i) is subject to any of the aforesaid conditions under any law in a jurisdiction outside India.
4. That the Bidder unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of Section 29A of the Code and the rules and regulations thereunder to submit a bid and that it shall provide all documents, representations and information as may be required by EARC to substantiate to its satisfaction that the Bidder is eligible under the Code and the rules and regulations thereunder to submit a bid in respect of the Corporate Debtor.
 5. That the Bidder unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.
 6. That the Bidder agrees that EARC is entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility of the Bidder.
 7. That in the event any of the above statements are found to be untrue or incorrect, the Bidder unconditionally agrees to indemnify and hold harmless EARC against any losses, claims or damages incurred by EARC and all monies received by EARC from the Bidder shall stand forfeited.
 8. That the Bidder agrees and undertakes to disclose/inform forthwith, to EARC, if it becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) which would make it ineligible to submit a bid under any of the provisions of the Code, after the submission of this affidavit.
 9. That this affidavit shall be governed in accordance with the laws of India and the courts of Mumbai shall have the exclusive jurisdiction over any dispute arising under this affidavit.

² As per Section 3(8) a "corporate debtor" means a corporate person who owes a debt to any person;

SOLEMNLY AFFIRMED AT:

ON THIS THE [] DAY OF [] 2026.

DEPONENT

VERIFICATION

I, [●], the deponent above named, on behalf of [●], having registered office at [●], do hereby verify and state that the contents of the above affidavit are true to the best of my knowledge and nothing material has been concealed therein.

Verified at [●], on this the [●] day of [●] 2026.

DEPONENT

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://bankeauctions.com>

I/We confirm that:

1. I/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://bankeauctions.com> and also e-Auction notice published by Edelweiss Asset Reconstruction Company Ltd. in daily newspapers and unconditionally agree to them.
2. I/We also confirm that we have taken training on the on-line bidding/auction and confirm that we are fully conversant with the functionality and process.
3. I/We confirm that bank and **C 1 India Private Limited**, 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. I/We, hereby confirm that we will honor the Bids placed by us during the e-Auction process.

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 on the website <https://bankeauctions.com> just after availing training on e-Auction

Annexure – V
Price Confirmation Letter by Bidder(s)

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

Sub: Final bid quoted during e- Auction - Sale of Properties of Edelweiss Asset Reconstruction Company Limited

Dear Madam/ Sir,

We confirm that we have quoted the highest bid of Rs. _____/-
(Rupees _____) for the
purchase of the Secured Asset (give description of property _____) during e-Auction of
the said property held by C1 India Private Limited on _____ (date of auction).

Yours sincerely,

Signature:

Name of Bidder:

Date:

Note: This document is required to be duly filled in and signed by the H1 bidder and thereafter e-mail scanned letter to the Authorised Officer, Edelweiss Asset Reconstruction Company Limited mentioned on the website <https://bankeauctions.com>, immediately on completion of the bidding.