<table>
<tr><td colspan="3"><u>THE TERMS AND CONDITIONS OF SALE TO BE UPLOADED ON THE WEBSITE OF THE SECURED CREDITOR.</u>

<u>Property will be sold on ‘AS IS WHAT IS AND WHATEVER THERE IS’ Basis</u></td></tr>
<tr><td>1</td><td>Name and address of the Borrower</td><td>M/s Akshata Mercantile Private Limited

(Registered Address)- 308, 3rd floor, Ceejay house,
Dr. A. B. Road, Worli, Mumbai – 400 018.</td></tr>
<tr><td>2</td><td>Name and address of Branch, the secured creditor</td><td>Stressed Assets Management Branch – I, Mumbai
The Arcade, 2nd Floor, World Trade Center, Cuffe parade,
Mumbai – 400 005</td></tr>
<tr><td>3</td><td>Description of the immovable secured assets to be sold.</td><td>1) Non Agricultural Land lying and situate at Village Kunenama (Lonavala), Tehsil Maval, Dist. Pune bearing Survey no. 118/6 admeasuring 1 Acres 25 Gunthas owned by Messers Riya Real Estate Private Limited, Corporate Guarantor;
2) Non Agricultural Land lying and situate at Village Kunenama (Lonavala), Tehsil Maval, Dist. Pune bearing Survey no. 119/3 admeasuring 2 Acres 15 Gunthas owned by Messers Riya Real Estate Private Limited, Corporate Guarantor; and
3) Non Agricultural Land lying and situate at Village Kunenama (Lonavala), Tehsil Maval, Dist. Pune bearing Survey no. 120/2 admeasuring 2 Acres 34 Gunthas owned by Messers Riya Real Estate Private Limited, Corporate Guarantor;
Total area is 6 Acre 34 Gunthas</td></tr>
<tr><td>4</td><td>Details of the encumbrances known to the secured creditor.</td><td><u>As per Annexure - A</u></td></tr>
<tr><td>5</td><td>The secured debt for recovery of which the property is to be sold</td><td><table>
<tr><th>Name of the Bank</th><th>Amount Outstanding as on 30.04.2020</th></tr>
<tr><td>State Bank of India</td><td>Rs. 831,16,24,730.83</td></tr>
<tr><td>Bank of Baroda</td><td>Rs. 316,54,72,944.19</td></tr>
<tr><td>Indian Bank</td><td>Rs. 99,19,87,187.00</td></tr>
<tr><td>Central Bank of India</td><td>Rs. 114,90,89,786.00</td></tr>
<tr><td>Total Outstanding Dues</td><td>Rs. 1361,81,74,648.02</td></tr>
</table>as on 31.05.2022 + interest at contracted rate till date</td></tr>
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		thereon + expenses & costs (less cash recoveries) due to the secured creditor from M/s Akshata Mercantile Pvt Ltd.
6	Deposit of earnest money	**EMD**: Being the 10% of Reserve price to be transferred / deposited by bidders in his / her/ their own Wallet provided by M/s. MSTC Ltd on its e-auction site https://baanknet.com by means of RTGS/NEFT.
7	Reserve price of the immovable secured assets: Account/ Wallet in which EMD to be remitted	**As per Annexure - A** **Single Lot :** Rs 43,84,00,000.00 Bidders own wallet Registered with M/s MSTC Ltd on its e-auction site https://baanknet.com by means of RTGS/NEFT.
8	Time and manner of payment	The successful bidder shall deposit 25% of sale price, after adjusting the EMD already paid, immediately, i.e. on the same day or not later than next working day, as the case may be, after the acceptance of the offer by the Authorised Officer, failing which the earnest money deposited by the bidder shall be forfeited. The Balance 75% of the sale price is payable on or before the 15th day of confirmation of sale of the secured asset or such extended period as may be agreed upon in writing between the Secured Creditor and the e-Auction purchaser not exceeding three months from the date of e-Auction.
9	Time and place of public e-Auction or time after which sale by any other mode shall be completed.	**As per Annexure - A**
10	The e-Auction will be conducted through the Bank's approved service provider. e-Auction tender documents containing e-Auction bid form, declaration etc., are available in the website of the service provider as mentioned above	PSB Alliance baanknet at the web portal https://baanknet.com.
11	(i) Bid increment amount: (ii) Auto extension: ________ times. (limited / unlimited) (iii) Bid currency & unit	**As per Annexure - A**

	of measurement	
12	**Date and Time** during which inspection of the immovable secured assets to be sold and intending bidders should satisfy themselves about the assets and their specification. Contact person with mobile number	**<u>As per Annexure - A</u>**
13	Other conditions	(a) The Bidders should get themselves registered on https://baanknet.com by providing requisite KYC documents and registration fee as per the practice followed by M/s. MSTC Ltd well before the auction date. The registration process takes minimum of two working days. (Registration process is detailed on the above website). (b) The Intending bidder should transfer his EMD amount by means of challan generated on his bidder account maintained with MSTC Ltd at https://baanknet.com by means of NEFT/ RTGS transfer from his bank account. (c) The Intending bidder should take care that the EMD is transferred at least one day before the date of auction and confirm that his wallet maintained with M/s. MSTC Ltd is reflecting the EMD amount without which the system will not allow the bidder to participate in the e-auction. (d) The EMD of the successful bidder will be automatically transferred to the bank once the sale is confirmed by the respective Authorised Officer of the bank and the remaining amount i.e. 25 % of sale price to be paid immediately i.e. on the same day or not later than next working day, as the case may be. (e) During e-Auction, if no bid is received within the specified time, State Bank of India at its discretion may decide to revise opening price / scrap the e-Auction process / proceed with conventional mode of tendering. (f) The Bank / service provider for e-Auction shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the causes. (g) The bidders are required to submit acceptance of the terms & conditions and modalities of e-Auction adopted by the service provider, before participating in the e-Auction. (h) The bid once submitted by the bidder, cannot be cancelled/withdrawn and the bidder shall be bound to buy the

		property at the final bid price. The failure on the part of bidder to comply with any of the terms and conditions of e-Auction, mentioned herein will result in forfeiture of the amount paid by the defaulting bidder. (i) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders. (j) The Authorised Officer shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason. (k) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price. (l) The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained. (m) The EMD of the unsuccessful bidder will be refunded to their respective wallet maintained with M/s MSTC Ltd. The Bidder has to place a request with MSTC Ltd for refund of the same back to his bank account. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any). (n) The Authorised Officer is not bound to accept the highest offer and the Authorised officer has absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the auction without assigning any reason thereof. The sale is subject to confirmation by the secured creditor. (o) In case of forfeiture of the amount deposited by the defaulting bidder, he shall neither have claim on the property nor on any part of the sum for which may it be subsequently sold. (p) The successful bidder shall bear all the necessary expenses like applicable stamp duties/additional stamp duty/transfer charges, Registration expenses, fees etc. for transfer of the property in his/her name. (q) The payment of all statutory /non- statutory dues, taxes, rates, assessments, charges, fees etc., owing to anybody shall be the sole responsibility of successful bidder only. (r) The bidders are advised to in their own interest to satisfy themselves with the title and correctness of other details pertaining to the immoveable secured assets including the size/area of the immovable secured assets in question. They shall independently ascertain any other dues/liabilities/encumbrances in respect of the property from the concerned authorities to their satisfaction before submitting the bids. It would not be open for the Bidder(s) whose bid is

accepted by Authorised Officer to withdraw his bid, either on the ground of discrepancy in size/area, defect in title, encumbrances or any other ground whatsoever.

(s) In case of any dispute arises as to the validity of the bid (s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of the Authorised Officer shall be final. In such an eventuality, the Bank shall in its sole discretion be entitled to call of the sale and put the property to sale once again on any date and at such time as may be decided by the Bank. For any kind of dispute, bidders are required to contact the concerned authorised officer of the concerned bank branch only.

(t) The sale certificate shall be issued after receipt of entire sale consideration and confirmation of sale by secured creditor. The sale certificate shall be issued in the name of the successful bidder. Provided if the sale price is above Rs.50,00,000.00, it shall be responsibility of the auction purchaser has to deduct the 1% TDS in the name of the owner of the property and remit to income tax Dept. as per sec. 194IA of Income Tax Act on PAN number which may be provided by the Authorised Officer. The sale certificate will be issued only on receipt of the Form No. 26QB and challan for having remitted to the Bank subsequently. Failing which, it shall be a default under section Rule 9(5) of Security Interest (Enforcement) Rules. No request for change of name in the sale certificate other than the person who submitted the bid/participated in the auction will be entertained.

(u) The Sale Certificate will not be issued pending operation of any stay/injunction/restraint order passed by the court/Tribunal against issue of sale certificate. Further, no interest will be be paid on the amount deposited during this period. No request of for return of deposit either in part or full/ cancellation of sale will be entertained.

(v) QR Code is provided only for the convenience to intending bidders. However, details of the property will be as per the description given in the notice published in Newspaper and uploaded in https://baanknet.com, portal only.

(w) Bidder shall be responsible to avoid any technical glitches or mistakes that may affect the e auction. Therefore, the Bank shall not be responsible for the same and there shall not any claim or whatso ever from the bidder thereon affecting the auction process.

(x) Where land & building and plant & machinery both are put on the same auction under different Lot, Authorised Officer reserves right to confirm the sale immovable property only if plant and machinery is sold out .