**BID DOCUMENT**

**ENCORE ASSET RECONSTRUCTION COMPANY PRIVATE LIMITED (Encore ARC)**

**Registered Office Address: Caddie Commercial Tower, Regus Business Centre, 5th Floor, Aerocity (Dial), New Delhi – 110 037**

**acting in its capacity as Trustee of EARC-BANK 032 Trust**

## SALE OF SECURED ASSETS IN THE ACCOUNTS OF (I) M/S. ADI LAKSHMI TRADERS, MRS BADIDHABOYINA ADILAKSHMI, & MR BADIDHABOYINA APPARAO

Pursuant to the notice under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act 2002"), possession of Secured Assets comprising immovable properties, charged / mortgaged in the accounts of **M/s. Adi Lakshmi Traders, Mrs Badidhaboyina Adilakshmi, & Mr Badidhaboyina Apparao ('Borrowers")** details of which are incorporated below, possession of which was taken by the Authorised Officer of Aditya Birla Finance Ltd under Section 13(4) of SARFAESI Act, 2002 read with the Security Interest (Enforcement) Rules, 2002 ("Rules").

Encore Asset Reconstruction Company Pvt. Ltd. **("ENCORE ARC")** in its capacity as the Trustee of **EARC – BANK 032 Trust** has since acquired all rights, titles and interest of Aditya Birla Finance Ltd with regard to the financial assets pertaining to loan account/s of Borrowers vide an Assignment Agreement under the provisions of Section 5 of SARFAESI Act, 2002.

The Secured Assets, comprising immovable properties, of Borrowers**, which are under physical possession of Encore ARC now,** are now being put for sale by the Authorised Officer of Encore ARC on **"AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS"** basis under the provisions of **SARFAESI Act, 2002.** 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** | **Encore Asset Reconstruction Company Pvt Limited**<br>**EARC-BANK-032 Trust**<br>**5th Floor, Plot 137, Sector 44, Gurugram –**<br>**Haryana - 122 002** |
| **Auction to be Conducted by** | **M/s.C1 India PVT LTD,**<br>**Plot No.68, 3rd Floor, Sector-44,**<br>**Gurgaon - 122003, Haryana.** |
| **Auction Website** | https://bankeauctions.com |
| **Auction Schedule** | **Date of Auction:- 27-11-2026**<br>**Timings:-** 11.00 am to 1.00 pm<br>(With Unlimited extensions of 5 min. each as per Terms & Conditions incorporated below) |

| | |
|---|---|
| **Annexure** | **1) Terms & conditions of e-Auction (Annexure – I)**<br>**2) Bid Offer Form (Annexure – II)**<br>INSTRUCTION: The format of this document is required to be downloaded from website https://bankeauctions.com and after duly filling in and signing, same be sent along with copies of PAN Card, Board Resolution in case of Company and photo ID, address proof, to Encore ARC Pvt. Ltd., 5th Floor, Plot No 137, Sector 44, Gurugram, Haryana 122 002, so as to be received there before 3.00 PM on 26-11-2026. Scanned copies of all the documents be also e-mailed at nagaraju.bm@encorearc.com simultaneously.<br><br>**3) Declarations by Bidder (s) (Annexure – III & IIIA)**<br>INSTRUCTION: The formats of these documents are required to be downloaded from the website https://bankeauctions.com The required details be filled in. The Declaration at Annexure IIIA needs to be on stamp paper and notarized as mentioned therein. Duly signed and completed documents be sent to Encore ARC Pvt. Ltd., 5th Floor, Plot No 137, Sector 44, Gurugram, Haryana 122 002, so as to be received there before 3.00 PM on 26-11-2026<br><br>Scanned copies of these documents be also e-mailed nagaraju.bm@encorearc.com simultaneously.<br><br>**4) Confirmation by Bidder Regarding Receipt of Training (Annexure – IV)**<br>INSTRUCTION: The format of this document is required to be downloaded from the website https://bankeauctions.com and after duly filling in and signing, e-mail scanned copy of the same at nagaraju.bm@encorearc.com just after availing training on e-Auction<br><br>**5) Price Confirmation Letter by H1 Bidder (Annexure – V)**<br>INSTRUCTION: 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, Encore Asset Reconstruction Company Private Limited mentioned in the website https://bankeauctions.com immediately on completion of the bidding.<br><br>**6) Format of Deed of Indemnity (Annexure VI)**<br>**7) Format of Sale Certificate (Annexure VII)** |
| **Special Instructions** | ***Bidding in the last minutes and seconds should be avoided in the bidder's own interest. Neither the Service Provider nor Encore ARC will be responsible for any lapses / failure on the part of the Bidder, in such cases.*** |

## Annexure I – Terms & Conditions

### (i) E-Auction bidding Terms and Conditions

1. Computerized e-Auction shall be conducted by service provider **M/s.C1 India PVT LTD** on behalf of **Encore Asset Reconstruction Company Private Limited**, on pre-specified date and time, 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 Encore ARC nor M/s. C1 India Pvt 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 not to wait till the last moment to quote their bids to avoid any such complex situations.**
2. M/s. C1 India Pvt Ltd. shall arrange to train the bidder(s), without any cost. M/s. C1 India Pvt Ltd. 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 start of bid process.
3. **Properties for Bid**: Details of properties / secured assets being put to sale by Encore Asset Reconstruction Company Private Limited under SARFAESI Act, 2002, Reserve Price, Earnest Money Deposit and Minimum Increment in Bidding Process are as under.

| Item Sr No. | Name of Account | Description of Property | Reserve Price (In Rs.) | Earnest Money Deposit (In Rs.) | Minimum Increment Amount in Bidding Process ( In Rs.) |
|---|---|---|---|---|---|
| 1. | **M/s. Adi Lakshmi Traders** | All the piece and parcel of the site measuring an extent of 120.3 sq. yards or 100.586 sq. meters with compound wall with 152 sft along with building situated at southern side of National Highway, Reddy Kancharapalem, covered by survey no. 28/4C part of Kancharapalem Ward, within the limits of greater Vishakhapatnam municipal corporation area and sub registrar office, Vishakhapatnam and total property bounded by: (near door no.36-53-4) | 1,12,50,000/- (Rupees One Crore Twelve Lakhs Fifty Thousand Only) | 11,25,000/- (Rupees Eleven Lakhs Twenty Five Thousand Only) | 50,000/- (Rupees Fifty Thousand Only) |

| | | | | | |
|---|---|---|---|---|---|
| | | East. Building bearing door no.36-53-4 belongs to V. Venkata Rao<br>South. Building belongs to Suryanarayana<br>West. Building bearing door, no .36-53-5/5 belongs to Makka Aadhilakshmi,<br>North. Municipal road<br><br>Measurements.<br>East. 58.00 feet or 17.67 meters.<br>South. 20.00 feet or 6.09 meters<br>West. 56.00 feet or 17.06 meters<br>North. 18.00 feet or 5.48 meters | | | |
| Date of Inspection of Secured Assets | | | 12/11/2026 between 10:00 AM to 3:00 PM | | |
| Last Date of Submission of online Bid | | | Before 3.00 PM on 26/11/2026 | | |
| Date & Time of e-Auction | | | 27/11/2026 at 11.00 AM to 1:00 PM with unlimited extensions of 5 minutes each as per Terms & Conditions mentioned below.<br>Auction Website: https://bankeauctions.com | | |

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 bidder need to fill online form available on e-Auction domain with necessary details.

**ii.** **Online e-Auction**:

- Encore Asset Reconstruction Company Private 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 Increment Amount"** has been fixed in respect of each property which the bidders can view on their bidding screen and the bidders will have to increase the bid amount in the multiple of **"Bid Increment 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. 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, Encore Asset Reconstruction Company Private 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 you, cannot be cancelled / withdrawn and the bidder shall be bound to buy the property 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 Bid 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 Encore ARC regarding declaration of successful bidder shall be final and binding on all the Bidders.
13. The Encore ARC 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 Encore ARC / M/s. C1 India Pvt 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 each property is scheduled 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 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, Encore ARC will evaluate all the bids submitted and will decide upon the successful bidder. Encore ARC's decision will be final & binding on all the bidders.

**(ii) Terms & Conditions for Sale of Property(ies) :**

1. The e-auction sale of Secured Asset which are under the possession of Encore ARC now, is on "as is where is", "as is what is", "whatever there is" and "no recourse" basis for and on behalf of the Secured Creditor viz. Encore ARC.

2. Bid document containing general terms and conditions of sale can be obtained from https://bankeauctions.com between **06/11/2026 to 26/11/2026.**

3. The interested bidders may inspect the secured assets on 12.11.2026 between 10.00 am to 3.00 pm.

4. For participating in online e-auction sale, Bid Offer form, copies of PAN Card, Board Resolution in case of Company and photo ID, address proof and other documents as detailed in Bid Document, are required to be submitted along with EMD, which is payable by way of **RTGS/NEFT** in the name of **EARC BANK 032 Trust, Account No.** 502000 86900529**, HDFC Bank, Sector 29, Gurgaon, Haryana - 122002, IFSC Code No. HDFC0001720** on or Before 3.00 PM on 26/11/2026. Once an Online Bid is submitted, 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. nagaraju.bm@encorearc.com

5. The secured assets shall be sold by the Authorised officer by way of **Electronic Public Auction on 27/11/2026** in the premises of Encore ARC at **5th Floor, Plot 137, Sector 44, Gurugram – 122 002, Haryana** through e-Auction Agency M/s.C1 India Pvt Ltd at their website/portal i.e. https://bankeauctions.com **between 11:00 AM to 1:00 PM** with auto extension clause, i.e. the end time of e-Auction will be extended by 5 minutes each time if valid bid is made within last 5 minutes before close of e-Auction.

6. The EMD will not carry any interest.

7. 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 Encore ARC (AO) and/or the service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc;

8. For details, help, procedure and online training on e-auction, prospective bidders may contact M/s.C1 India Pvt Ltd; Contact number Mr. Prabakaran M. +91-7418281709 email id tn@c1india.com and Support Team Email Id support@bankeauctions.com Contact Nos.: +917291981124 /25 /26

9. The bidder will be required to submit the bid above the reserve price in the manner as mentioned in Bid Document along with the EMD amount. In case the bidder fails to submit the bid online, then the bid

amount as mentioned by such bidder in Bid Offer form shall be treated as final bid from the respective bidder.

10. The Authorised Officer reserves the right to accept or reject any/or all the bids or adjourn, postpone or cancel the auction without assigning any reasons thereof.

11. The EMD of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded within 7 working days from the date of auction. The EMD shall not bear any interest. The successful bidder shall have to deposit 25% of the sale price, adjusting the EMD already paid, immediately upon declaration as highest bidder and balance 75% of the sale price within 15 days from the date of confirmation of sale or such extended period as agreed upon in writing by and solely at the discretion of the Authorised Officer of Encore ARC.

12. The payment of all applicable Stamp duties, additional stamp duties, transfer charges, statutory dues, non statutory dues, GSTN, assessment charges, fees owing to anybody etc. shall be the sole responsibility of the successful bidder only.

13. The intending bidders are advised to make their own independent enquiries regarding the other encumbrances, title of properties put to auction and claims / rights / dues affecting the property prior to submitting their bid. The Secured Assets are being sold with all the encumbrances known and / or unknown to Secured Creditor. The Secured Creditor shall not be responsible in any way for any third party claims/rights/dues.

14. In case the e-Auction date is declared public holiday then the date will be automatically extended to the very next working day.

15. All liabilities, encumbrances, dues of authorities and departments, statutory or otherwise, and any other dues (by whatever name called in whichever form, mode, manner) in respect of the Secured Assets and if payable in law and/or attachable to the Secured Assets/sale proceeds, shall be the sole responsibility and to the account of the prospective buyer (also known as "Bidder"). Encore ARC is not aware of any such pending/ outstanding statutory and any other dues such as water, electricity, service charges, transfer fee, dues of municipal corporation, local authority dues and any other liabilities by whatever name it is called including interest if any etc.

    Accordingly, the sale proceeds arising out of the proposed sale hereunder shall not be subject to and shall be exclusive of all such liabilities, encumbrances, dues, whether known or unknown (by whatever name called).

**(iii) Other Terms & Conditions for Sale of Property (ies)**

The persons interested in submitting the quotations/offers/bids shall submit offers (such person giving the quotation/offer/bids is hereinafter referred to as the "Bidder(s)" and the quotation/offer/bid given is hereinafter referred to as the "Offer(s)") for purchase of the secured assets comprising hereinafter referred to as the "Secured Assets".

1. The Bidder shall not be entitled to withdraw or cancel the Offer once it is submitted.

2. Bidders who are interested in inspection of the Secured Assets may contact B M Nagaraju , Authorised Officer, ENCORE ARC, Mobile No. . 83840 74164 for the same. The persons deputed for inspection by the Bidder should carry with him / her / them appropriate authorisations on the letterhead of the Bidder, he /she/ they represent(s) failing which inspection will be refused. The inspection shall be carried out on **- 12-11-2026 between 10.00 am to 3.00 pm**. ENCORE ARC will not permit more than one inspection per Bidder.

3. The Bidder shall furnish to the satisfaction of ENCORE ARC, information regarding the source of its funds (direct or indirect). Any falsehood, inaccuracy or incompleteness in this regard in any respect by a Bidder, shall lead to disqualification of such Bidder.

4. Any Offer which is not in the prescribed Offer Form, and any Offer which is conditional and contingent will be treated as invalid. No correspondence shall be entertained in this behalf.

5. The EMD shall not carry any interest and shall not be refundable in case of a successful offer and shall be adjusted against the purchase consideration. Further, the EMDs of other bidders shall be returned to the unsuccessful Bidders within 7 working days from the date of the auction. The bidders will not be entitled to claim any interest if the refund of EMD is delayed beyond the aforesaid period for any reason whatsoever.

6. The Authorised Officer/ENCORE ARC reserves his / its right to reject any or all Offers without assigning any reason thereof and in case all the Offers are rejected, either to hold negotiations with any of the Bidder or to sell the assets through different mode to any of the Bidder or any other party/parties or invite fresh Offers or through any other process. The Authorised Officer / ENCORE ARC also reserves his/it's right to cancel the sale process at any stage before confirmation of the sale and in that event, in his absolute discretion, to follow a different method for sale of the Secured Assets or to adopt or resort to any other remedy available to him / it for recovery of its dues. Upon such action on the part of the Authorised Officer / ENCORE ARC, the Bidders shall not be entitled to claim any interest, compensation or damage on any ground whatsoever from the Authorised Officer and/or ENCORE ARC. ENCORE ARC's decision in this behalf shall be final and binding on all the Bidders.

7. The Authorised Officer/ENCORE ARC shall be at liberty to amend/modify/delete any of the abovementioned conditions as may be deemed necessary in the light of the facts & circumstances of the case and shall have right to issue addendum/corrigendum as required.

8. All costs, expenses and liabilities incurred by each Bidder in connection with the transaction, including (without limitation) in connection with Due Diligence, preparation and/or submission of the Offers, including fees and expenses of its own advisors, if any, shall be borne and paid by such Bidder, whether its Offer is accepted or rejected for any reason, and the Authorised officer/ENCORE ARC does not assume any liability whatsoever in this connection.

9. The Bidders, in order to protect their individual interests are advised to verify the Secured Assets, conduct due diligence at their own costs in respect of the same, as well as ascertain the known and unknown liabilities, encumbrances and other dues, if any, from the concerned authorities or stakeholders to their satisfaction before submitting the Offers. Any Offer made shall be deemed to have been submitted after complete satisfaction of title thereto and or all claims there against and due & proper inspection of the Secured Assets and hence the Bidder shall not be entitled to make any requisition or raise any query/objection vis-à-vis the Authorised Officer/ENCORE ARC as to the title or condition of the Secured Assets or any part thereof or any dues / taxes / levies irrespective as to whether disclosed or undisclosed.

10. ENCORE ARC/Authorised Officer does not and shall not assume any responsibility or liability of entering into any transaction with the Bidder even after holding negotiations with the Bidder. Further, ENCORE

ARC may at its sole discretion may call off the process initiated hereunder at any stage. It is presumed and understood that by submitting an Offer, the Bidder has made his/her/their own independent assessment, due-diligence, legal and otherwise of the Financial Assets and Secured Assets and their condition and has sought independent professional, financial and legal advice.

11. Further, the Authorised Officer / ENCORE ARC may reject all offers at his/its discretion.

12. The Successful Bidder(s) shall be required to pay minimum 25% of the aggregate Offer amount (including EMD) by RTGS upon being declared as "Successful Bidder" and the balance 75% of the purchase consideration within 15 days of confirmation of sale by Secured Creditor. In the event of any default in the payment of purchase consideration in full, or if the sale is not completed by reason of any default on the part of the Successful Bidder, the Authorized Officer/ENCORE ARC, shall at his/its discretion, be entitled to forfeit all the moneys/purchase consideration paid till then by the Successful Bidder and put up the Secured Assets in question for resale/disposal to the second and third highest bidder(s) for best value. Further, all costs, charges and expenses (by whatever name called including legal and other fees) incurred by the Authorised Officer/ENCORE ARC, on account of such resale shall be borne by the defaulting Successful Bidder(s) who shall also be bound to make good any deficiency arising on such resale. However, such defaulting Successful Bidder(s) shall neither be entitled to make any claim in the event of the Secured Assets realising higher price on such resale nor ask for a refund of any sorts.

13. Time is of the essence for completing the formalities with respect to the Secured Assets and the Successful Bidder agrees and undertakes to abide by it.

14. Bidders acknowledge that ENCORE ARC is not obliged to respond to questions or to provide clarifications and it is understood that no unsolicited correspondence, of any nature, shall be entertained by Authorised Officer / ENCORE ARC.

15. The sale of Secured Assets shall be strictly on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS" basis. Neither ENCORE ARC nor the Authorised Officer undertake any responsibility to procure any permission/license etc. in respect of the assets offered for sale. Further, Authorised Officer / ENCORE ARC does not accept / undertake any responsibility for any pending/outstanding statutory dues and any other dues or taxes if any, by whatever name. The Secured Assets are being sold with all the said liabilities, encumbrances, dues, charges, whether known or unknown, and all of those shall be completely borne by the Successful Bidder over and above the purchase consideration.

16. The purchase price will be excluding Tax Deduction at Source (TDS), if any applicable on sale of immovable property. The TDS, if applicable, shall be deposited by the purchaser on his own as per applicable laws. The Goods and Services Tax (GST) on the sale of movable property out of the Secured Assets, as applicable, shall be deposited with ENCORE ARC by the Successful Bidder, the purchase consideration shall be exclusive of GST. The said GST amount shall be paid by ENCORE ARC to the concerned GST department.

17. The adjudication of stamp duty, payment of stamp duty, registration charges, cess, GST and excise (as applicable), unrecovered transfer charges, if any, and All other incidental costs, charges and expenses in connection with sale of the aforesaid assets shall be borne by the Successful Bidder. Non-payment of stamp duty, if any, under prevailing laws, rules, and regulations notifications, as may be applicable, shall entail ENCORE ARC to take such steps to repossess the secured assets and put up the same for sale under applicable law.

18. Transfer of the Secured Assets to the Successful Bidder shall be effected by the Authorised Officer by execution of the Sale Certificate in accordance with the Rules, as per format at Annexure VII, and such transfer shall take place only upon receipt and realization from the Successful Bidder of the entire purchase

consideration and execution by the Successful Bidder of such other documents as may be deemed necessary by the Authorised Officer including adjudication and payment of stamp duty.

19. As from the date of confirmation as the Successful Bidder for the Secured Assets, the risks and costs, any loss or damage to the Secured Assets arising out of fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever shall be that of the Successful Bidder. ENCORE ARC / Authorised Officer shall not be held liable for any such loss or damages.

20. The Successful Bidder(s) shall be required to execute an indemnity bond as per Annexure VI hereto and keep ENCORE ARC/ Secured Creditors indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by ENCORE ARC/ Secured Creditors for the enforcement of this indemnity), which the ENCORE ARC/Secured Creditors shall suffer as a result of any failure on the part of the Successful Bidder or any third party interested in the secured assets and to meet and clear any such liabilities, encumbrances and dues or any claim, proceedings, litigations, made by any person related or unrelated to the secured assets in respect of such liabilities, encumbrances and dues.

21. In addition, the Successful Bidder(s) shall also be required to execute an Indemnity bond in a form and manner acceptable to ENCORE ARC to save harmless ENCORE ARC from any and all claims, losses, penalties, damages, liability etc. on account of any deficiency in respect of the stamp duty payable on the Sale Certificate which shall be executed in favour of the Successful Bidder by ENCORE ARC for sale of the secured assets under Section 13(4) of the SARFAESI Act, which, as deemed fit, may be incorporated by Encore ARC in Sale Certificate.

22. Successful Bidder shall be bound by the regulations of the local / any other authority, as applicable in regard to the use of the Secured Assets in question. The Successful Bidder shall be deemed to have purchased the property with full knowledge of and subject to all the reservations, if any, in the Master Plan and/or Development Plan or Draft Development Plan or Town Planning Scheme affecting the said property and consent, including permission of the Competent Authority and/or under the Provisions of the Urban Land (Ceiling & Regulation Act) if any, required from the concerned authorities, departments, entities under relevant laws, bye laws, acts, rules, regulations, notifications.

23. Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the Rules framed thereunder.

24. The information in respect of the said Secured Assets and dues specified hereinabove have been stated to the best of the knowledge of the Authorised Officer/ENCORE ARC, he/it shall not be responsible for any error, misstatement or omission in the said particulars. The Bidders are, therefore, requested to verify the same, in their own individual interests before submitting their Offers.

25. Removal of encroachments and/or unauthorized tenants/constructions, if any, on the secured assets as also resolution of the pending litigation including any title dispute if any in respect of the Secured Assets shall be the sole responsibility of the Successful Bidder and ENCORE ARC shall not undertake any responsibility in this regard.

26. Any expense (by whatever name called) incurred towards moving, handling, re-locating, transporting demarcation, in respect of any action related to the Secured Assets and any other incidental expenses including insuring laborers for the same shall be borne by the Successful Bidder. The Authorised Officer / ENCORE ARC shall not be liable for the for any such expenses. Any misconduct, nuisance or misdemeanor created by the persons deployed by the Successful Bidder for moving, handling, re-locating, transporting demarcation, in respect of any action related to the Secured Assets shall be the responsibility of the Successful Bidder.

27. The Successful Bidder shall keep ENCORE ARC, its employees, directors and agents indemnified against any claim, loss or litigation arising against them from any third person including tax authorities with respect to moving, handling, re-locating, transporting demarcation, in respect of any action related to the Secured Assets.

28. If the dues of the Secured Creditor secured by the assets put up for sale together with all costs, charges and expenses incurred by ENCORE ARC are tendered to the satisfaction of ENCORE ARC by or on behalf of the Borrower or guarantor(s) at any time before the date fixed for sale or transfer of the Secured Assets, the assets in question shall not be sold or transferred.

29. Disputes, if any, shall be subject to jurisdiction of Courts/ Tribunals at Delhi only.

30. By accepting this document, the Bidder undertake not to question, challenge, raise issues in any court of law, tribunal forum since this is an independent process being conducted by ENCORE ARC under provisions of SARFAESI Act.

31. In token of having read, understood and accepted the terms and conditions, the Bidder, or his representative, as the case may be, shall affix his full signature at the end of each page of this document. Wherever applicable, the office stamp shall also be affixed along with the signature.

In acceptance:

Signature and Seal of the Bidder:

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

-

- **Annexure – II:** All the Prospective Bidder(s) will have to –
  - get the printout
  - fill it up and sign
  - send the hard copy along with copies of PAN Card, Board Resolution in case of Company and photo ID, address proof to Encore ARC Pvt. Ltd., 5th Floor, Plot No 137, Sector 44, Gurugram, Haryana 122 002 so as to reach there before 3 PM on 26-11-2026 and also e-mail the scanned copies of all the documents at - nagaraju.bm@encorearc.com simultaneously.
- **Annexure –III & IIIA :** All the Prospective Bidder(s) will have to -
  - get the printout
  - fill them up and sign
  - declaration at Annexure IIIA needs to be on stamp paper and notarized as mentioned therein.
  - send the hard copies of both the documents to Encore ARC Pvt. Ltd., 5th Floor, Plot No 137, Sector 44, Gurugram, Haryana 122 002 so as to reach there on or before 3 PM on 26-11-2026 , and also e-mail scanned copies of the same nagaraju.bm@encorearc.com simultaneously.
- **Annexure – IV:** Just after receiving Training on e-Auction, Bidder(s) will have to –
  - get the printout
  - fill it up and sign
  - e-mail scanned copy of the same at nagaraju.bm@encorearc.com 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, Encore Asset Reconstruction Company Private Limited mentioned in the website https://bankeauctions.com immediately on completion of the bidding.

Annexure – VI: Deed of Indemnity – To be executed by Successful Bidder.

Annexure -VII: Sale Certificate – To be executed by Authorized Officer of Encore ARC in favour of Successful Bidder after receipt of entire sale consideration.

***ANNEXURE-II***
***BID OFFER FORM***

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

| | | |
|---|---|---|
| 1. | Name(s) of Bidder (in Capital)/ Name of Organisation (in Capital)<br>**Note: Mention bidder or organisatio Name which you have mentioned in** | : |
| 2. | Father's/Husband's Name | : |
| 3. | Postal Address of Bidder(s) | : |
| 4. | Phone/Cell Number and E-mail ID | : |
| 5. | Bank Account details to which EMD amount to be returned | : |
| | i) Bank A/c. No. | : |
| | ii) IFSC Code No. | : |
| | iii) Branch Name | : |
| 6. | Date of submission of bid | : |
| 7. | PAN Number | : |
| 8. | Property Item No. | : |
| 9. | Whether EMD remitted | : Yes/No.<br>: Date of remittance |
| 10. | EMD remittance details* | _____<br>: Name of Bank<br>_____<br>: Branch_____<br>: A/c. No._____<br>: IFSC Code No._____ |
| 11. | Bid Amount quoted | : Rs._____<br>(Rupees_____<br>_____) |

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 in the website https://bankeauctions.com and shall abide by 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.

.....
(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 in the website https://bankeauctions.com during the time of submission of the bid.

***ANNEXURE-III***
***DECLARATION BY BIDDER (S)***

**To,** **Date:**
**The Authorised Officer,**
**Encore Asset Reconstruction Company Pvt Limited**
**5th Floor, Plot 137, Sector 44, Gurugram – Haryana - 122 002**

**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.
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 **Encore ARC** 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. The decision taken by Authorised Officer in all respects shall be binding on me/us.
8. 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……
…….

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website https://bankeauctions.com during the time of submission of the bid.

**ANNEXURE- III A**

**DECLARATION by Bidder(s)**

**(To be notarised on Rs. 100 non-judicial stamp paper)**

To, Date : / /

The Authorised Officer

Encore Asset Reconstruction Company Private Limited

5th Floor, Plot No 137, Sector 44, Gurugram – 122002.

Dear Sir/Ma'am,

**Re: Offer/Bid for purchase of the Secured Assets of M/s. Adi Lakshmi Traders]("Borrower"), pursuant to the 'Terms and Conditions of the Bid Document' issued by the Authorised Officer of Encore Asset Reconstruction Company Private Limited ("Encore ARC") on ---------**

I/We, hereby unconditionally state, submit and confirm that I/We, am/are not disqualified from purchasing the immovable property owned by Mrs Badidhaboyina Adilakshmi ("Mortgagor") mortgaged in favour of Encore Asset Reconstruction Company Private Limited in the loan account of **M/s. Adi Lakshmi Traders** ("Borrower"), pursuant to the provisions of Section 29A of The Insolvency and Bankruptcy Code, 2016 ("IBC") and/or otherwise.

I/We, the Bidder aforesaid do hereby state and declare that I/We am/are duly authorized to submit this declaration and affirm that the declaration and disclosures made hereunder are true and correct:

1. I/We am/are not an undischarged insolvent.
2. I/We am/are not a wilful defaulter in accordance with the guidelines issued by the Reserve Bank of India.
3. I/We have not been convicted of any offence punishable with imprisonment for two years or more.
4. I/We am/are not disqualified to act as a director under the provisions of the Companies Act, 2013.
5. I/We am/are not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities market.
6. I/We have not furnished any guarantee with respect the financial assistance availed by the Borrower.
7. I/We am/are not having management or control of the account of the Borrower neither I/we am/are the Promoter of the Borrower undertaking.
8. I/We, further state that in the event, the Borrower's account has been in our control and management, one year has already elapsed since the classification of the aforesaid account as a non- performing asset.
9. I/ We are not any persons against whom order has been made by the adjudicating authority under IBC and The Recovery of Debts and Bankruptcy Act, 1993 for preferential/ undervalued/ extortionate credit/ fraudulent transactions (if applicable).*
10. I/ We are not guarantors to a corporate debtor against which an application for insolvency resolution has been admitted under Insolvency and Bankruptcy Code ("IBC").*
11. I/ We are not subjected to the any listed disabilities under any law in a jurisdiction outside India, and
12. I/ We are not connected persons to ineligible persons mentioned under Section 29A of IBC (if applicable).*

Yours faithfully,

(……)

Signature of Bidder/ Authorised Representative

Name of the Bidder & Address :

*Strike off wherever not applicable

N.B. In case of firms/companies, the above details to the extent applicable, be given in respect of key/concerned person.

***Annexure – IV***

***Confirmation by Bidder Regarding Receipt of Training***

**To,**
**The Authorised Officer,**
**Encore Asset Reconstruction Company Pvt Limited**
**5th Floor, Plot 137, Sector 44, Gurugram – Haryana - 122 002.**

**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:

I. 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 Encore ARC in daily newspapers and unconditionally agree to them.

II. 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.

III. I/We confirm that bank and **M/S. C1 India Pvt 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.

IV. I/We, hereby confirm that we will honour 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 in the website https://bankeauctions.com just after availing training on e-Auction

***Annexure – V***
***Price Confirmation Letter by Bidder(s)***

**To,**
**The Authorised Officer,**
**Encore Asset Reconstruction Company Pvt Limited**
**5th Floor, Plot 137, Sector 44, Gurugram – Haryana - 122 002**

**Sub: Final bid quoted during e- Auction - Sale of Properties of Encore Asset Reconstruction Company Pvt Ltd.**

Dear Madam/ Sir,

We confirm that we have quoted the highest bid of Rs._____/- (In Words_____) for the purchase of the property (give description of property _____) during e-Auction of the said property held by M/S C1 India Pvt Ltd. 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, Encore Arc mentioned in the website https://bankeauctions.com, immediately on completion of the bidding.

***Annexure – VI***

## DEED OF INDEMNITY

**(Stamp duty for deed of Indemnity shall vary state wise)**

(This forms part of the terms and conditions of invitation and sale)

This DEED OF INDEMNITY ("Deed") is executed at ---------- on this … day of …… by: ----------.

(Hereinafter referred to as the "Purchaser", which expression shall include its successors, nominees, heirs and assigns)

In favour of:

Encore Asset Reconstruction Company Private Limited, a Securitisation Company and Reconstruction Company registered with the Reserve Bank of India under Section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest, 2002 ("SARFAESI Act") and having its registered office at Caddie Commercial Tower, Regus Business Centre, 5th Floor, Aerocity (Dial), New Delhi – 110 037 and corporate office at 5th Floor, Plot No 137, Sector 44, Gurgaon – 122002 (hereinafter referred to as "Encore ARC" which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and assigns and whether acting as such or in its capacity as the trustee of [●] in which EARC has acquired the financial asset of **M/s. Adi Lakshmi Traders** ("Borrower") from Aditya Birla Finance Ltd

A. Whereas, pursuant to the measures taken under Section 13(4) of the SARFAESI Act possession of the immovable/movable assets of the Borrower was taken over by the Authorised Officer of Encore ARC pursuant to acquisition of financial assets pertaining to the Borrower by Encore ARC from Aditya Birla Finance Ltd

B. Whereas the Authorised Officer confirmed the bid on behalf of Encore ARC in favour of and subject to terms and conditions contained in the Schedule II of the Sale Certificate.

C. Whereas as covenants of the document of terms and conditions of sale ("Bid Document") and 'Sale Certificate' state that "The adjudication of stamp duty, payment of stamp duty, registration charges, (as applicable), unrecovered transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the aforesaid assets shall be borne by the Purchaser. Non-payment of stamp duty under prevailing laws, rules, and regulations notifications shall entail Encore ARC to take such steps to repossess the secured assets and put up the same for sale under applicable law."

D. Whereas the Bid Document and Sale Certificate further states that "the said assets are being sold on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS" basis. Further, Encore ARC does not accept / undertake any responsibility for, nor shall the sale proceeds be subject to any pending/outstanding statutory dues and any other dues such as water/ electricity /service charges, transfer fees, dues of the Municipal Corporation/local authority dues, tax or any other duties, levies by whatever name it is called including interest, etc. if any. The Secured Assets are being sold with all known and unknown encumbrances. Further, all liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, in respect of the Secured Assets and if payable in law/ attachable to the Secured

Assets/sale proceeds by reason of the proposed sale of the Secured Assets, shall be the sole responsibility and to the account of the Purchaser. In pursuance thereof, the Purchaser indemnifies Encore ARC to save harmless Encore ARC from any and all liability incurred by Encore ARC on account of any suits, claims (including any expenses incurred by Encore ARC for the enforcement of this indemnity) which Encore ARC shall suffer as a result of any failure on the part of the Purchaser to meet and clear any pending/outstanding statutory dues and any other dues such as water/ electricity /service charges, transfer fees, dues of the Municipal Corporation/local authority dues, tax or any other duties, levies by whatever name it is called including interest, etc. if any and dues or any claim made by any person in respect of such liabilities, encumbrances and dues."

Encore ARC has accepted the offer upon execution of the following indemnity.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the premises, the Purchaser viz _____ and their successors, nominees, heirs and assigns as stated above hereby unconditionally, absolutely and irrevocably agree to indemnify and keep Encore ARC indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, costs, expenses (including attorney's fees and court costs and any expenses incurred by Encore ARC for the enforcement of this indemnity), which Encore ARC may suffer as a result of any failure on the part of the Purchaser to meet and clear any such liabilities, encumbrances and dues as mentioned in the recital's above more specifically C, D, or any claim made by any person, entity, firm, in respect of such liabilities, encumbrances and dues as mentioned above .

And it is declared that this indemnity is without prejudice to and is in addition to any other rights of Encore ARC.

IN WITNESS whereof the Purchaser has put their hands on the day and year first hereinabove written.

Signed and delivered by:

Purchaser

Address

Place:

Date:

## ***Annexure – VII***

## FORMAT OF SALE CERTIFICATE

Whereas

The undersigned being the Authorised Officer of the Encore Asset Reconstruction Company Private Limited and having its registered office at 15th Floor, Eros Corporate Towers, Nehru Place, New Delhi - 110019 acting in its capacity as trustee of [●] (hereinafter referred to as "Encore ARC") under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of the powers conferred under sub Section(12) of Section 13 of the Securitisation Act read with rule 6, 8 and 9 of the Security Interest (Enforcement) Rules, 2002 sold on behalf of Encore ARC the property described in the Schedule I hereto, in favor of …… ("purchaser"), in consideration of the payment of Rs…… (Rupees ……) Secured in favour of ……. by the (borrower) towards the financial facilities being…….. by…… to …… ("Borrower").

All rights, title and interest of [●] in respect of the said financial assets including all the security interest, has since been assigned to Encore ARC.

The sale of the Schedule Property has been made with all encumbrances and liabilities, (known and unknown), except the said financial facilities of said secured creditors. The sale has been made subject to the terms and conditions mentioned in the Enclosure II hereto. The Schedules are part and parcel of the Sale Certificate. The purchaser has signed this Sale Certificate in token of confirmation and acceptance of all the above.

The undersigned acknowledges the receipt of the sale price in full as under:

| S. No. | Demand Draft / Pay Order No. | Date | Amount (In Rs.) | Drawn on Bank (Branch) |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

The undersigned has handed over the possession of the property as mentioned in Enclosure I (hereinafter referred to as the "Secured Assets") to …… (purchaser).

**List of encumbrances:**

The Secured Assets are being sold strictly on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS" basis with all known and unknown encumbrances (except the encumbrances and liabilities to the Secured Creditors in respect of the above financial facilities including interest thereon as against the Secured Assets). As per available records, no other due is found. Further, all liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, in respect of the Secured Assets and if payable in law/ attachable to the Secured Assets/sale proceeds by reason of the sale of the Secured Assets, shall be the sole responsibility of and to the account of the Purchaser.

**Enclosure I (Forming part of Sale Certificate)**

**DESCRIPTION OF THE SECURED ASSETS**

Sd/-

Authorised Officer

Encore Asset Reconstruction Company Private Ltd.

Date:

Place:

**Enclosure II (Forming part of Sale Certificate)**

**TERMS AND CONDITIONS**

…… is hereinafter referred to as the "Purchaser" hereunder.

1. The Good and Services Tax (GST), stamp duty, registration fees, charges, cess, (if applicable), transfer charges, if any, and whether payable in one or more states or jurisdictions and all other incidental costs, charges and expenses in connection with the sale of the Schedule Property including on this Sale Certificate shall be entirely and solely borne by the Purchaser.

2. The Schedule Property is sold strictly on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS" basis. Neither EARC nor the Authorised Officer undertakes any responsibility to procure any permission/license etc. in respect of the Secured Assets being sold hereunder. Further, EARC does not accept / undertake any responsibility for, nor shall the sale proceeds be subject to any pending/outstanding statutory dues and any other dues such as water/ electricity /service charges, transfer fees, dues of the Municipal Corporation/local authority dues, workmen's dues including Provident Fund Dues, LTC, Gratuity dues, unpaid salary etc. (if applicable) taxes including GST or any other cess, duties, levies by whatever name it is called including interest, etc. if any. The Secured Assets is sold with all known and unknown encumbrances (except the encumbrances and liabilities to the said Creditors in respect of the said Financial Facilities as against the Secured Assets). Further, all liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, in respect of the Secured Assets and if payable in law/ attachable to the Secured Assets /sale proceeds by reason of the proposed sale of the Secured Assets, shall be the sole responsibility of and to the account of the Purchaser.

3. Encore ARC / Authorised Officer has not made any representation as to the correctness, validity or adequacy or otherwise of any such information pertaining to such liabilities, encumbrances and dues.

4. The Purchaser has conducted its own due-diligence in respect of the Secured Assets as also in respect of all the liabilities, dues, taxes etc. of the Borrower and / or the relating Secured Assets. The Purchaser has satisfied itself about its decision of purchasing the Secured Assets as per this Sale Certificate with full knowledge of various liabilities, dues, taxes etc. the pending litigations and the physical condition of the Secured Assets, the facts about all of which have been ascertained, established and verified by the purchaser independent of Encore ARC and creditors. The Purchaser is not and shall not be entitled to make any requisition or claim or raise any objection as to the title or condition of the Secured Assets or any part thereof or in respect any claim pertaining to the Secured Assets, against Encore ARC or the said Creditors.

5. The Purchaser hereby gives an indemnity and accordingly undertakes to keep Encore ARC/ Secured Creditors indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by EARC/ Secured Creditors for the enforcement of this indemnity), which Encore ARC/ Secured Creditors may suffer as a result of any failure on the part of the Purchaser to meet and clear any liabilities, encumbrances and dues or any claim made by any person in respect of such liabilities, encumbrances and dues pertaining to the Schedule of the Secured Assets as also on account of any deficiency in respect of stamp duty payable on the Sale Certificate which has been executed in favour of the Purchaser by Encore

ARC/ Secured Creditors for sale of the secured asses under Section 13(4) of the Securitisations and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act").

6. The Purchaser will be bound by the regulations of the local / any other authority as applicable in regard to the use, division, and mutation etc. of the Secured Assets.

7. The entire responsibility for completion of all procedures, formalities, compliances, approvals etc. required for completion of the sale including mutations etc. shall be that of the Purchaser.

8. As from the date of confirmation of the sale of the Schedule of the Secured Assets, the Purchaser shall hold the Secured Assets at his sole risks and costs as regards any loss or damage to the assets by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever and neither Encore ARC nor the Authorised Officer shall be liable for any such loss or damages.

9. The information in respect of the Schedule of the Secured Assets and dues specified hereinabove (except the dues of the Secured Creditors) have been stated to the best of the knowledge of the Authorised Officer, who, however, shall not be responsible for any error, misstatement or omission in the said particulars.

10. Words & expressions used hereinabove but not defined herein shall have the same meanings respectively assigned to them under SARFAESI Act and the rules framed thereunder.