Sale of Property under SARFAESI Act, 2002
In respect of

_____.

E-Tender Document
And Terms & Conditions

India SME Asset Reconstruction Company Limited
(Subsidiary of Authum Investment & Infrastructure Limited ("AIIL")
(CIN: U67190MH2008PLC181062)
Registered Office: The Ruby, 11th floor, North-West Wing, Plot No. 29, Senapati Bapat Marg, Dadar West, Mumbai – 400 028
Email: avp@isarc.in , Website: www.isarc.in

REFER TO ADVERTISEMENT ISSUED ON 17th Oct 26 IN {(ENGLISH) & (VERNACULAR LANGUAGE) EDITION} AND HOSTED ON THE WEBSITE OF INDIA SME ASSET RECONSTRUCTION COMPANY LIMITED IN RESPECT OF DISPOSAL OF SECURED IMMOVABLE PROPERTY / ASSET IN THE ACCOUNT OF FEDVAA0HL0507515

E-Tender-cum-e-auction Document
IN RESPECT OF IMMOVABLE PROPERTY / ASSETS IN THE ACCOUNT OF FEDVAA0HL0507515

SUBMISSION OF TENDER

Date of release of advertisement	:	**On 17th Oct 26**
Schedule of Inspection	:	**On 30th Oct 2026**, between **11:00 AM to 05:00 PM (time)**
Last date/time for submission of Tenders	:	**On 05th Nov 2026**, up to **5.00 P.M** through online mode only on website: www.bankeauction.com
Schedule of e-Auction	:	**On 06th Nov 26**, from **11:00 A.M to 01:00 P.M (time)** with auto-extension of five minutes each in the event of bids placed in the last five minutes.
Venue for the opening of Tenders	:	The auction is being held on **"AS IS WHERE IS" AND "AS IS WHAT IS" AND "WHATEVER THERE IS" AND "NO RECOURSE "BASIS** and will be conducted **"Online".** The e-auction will be conducted through the ISARC's approved service provider **C1 INDIA PVT LTD**, Udyog Vihar, Phase 2, Gulf Petrochem building No.301 Gurgaon, Haryana. Pin:122015, Help Line No. 7291981124/25/26, +91-9594597555, Help Line e-mail ID: support@bankeauctions.com, **www.bankeauctions.com**
Contact details of officials	:	**Mr. Mitu Muduli**
Contact details for carrying out the inspection	:	**Mr. Mitu Muduli** India SME Asset Reconstruction Company Ltd. M. No.: **9867670416** E-mail: mitu.muduli@isarc.in

This Tender-cum-auction Document consists of the following:

A. Official copy of the advertisement
B. Terms and conditions
C. Miscellaneous Terms & Conditions
D. Tender Form
E. Deed of Indemnity

India SME Asset Reconstruction Company Limited
(Subsidiary of Authum Investment & Infrastructure Limited ("AIIL")
(CIN: U67190MH2008PLC181062)
Registered Office: The Ruby, 11th floor, North-West Wing, Plot No. 29, Senapati Bapat Marg, Dadar West, Mumbai – 400 028
Email: avp@isarc.in Website: www.isarc.in

Acting in its capacity as Trustee **of ISARC-2025-2026 – 3 Trust** set up in respect of financial assets pertaining to **FEDVAA0HL0507515.**

Notice is hereby given to the public in general and in particular to the Borrower and Guarantor(s) that the below-described immovable property is mortgaged/charged to India SME Asset Reconstruction Company Limited (**"ISARC"**) acting in its capacity as Trustee of ISARC-2025-2026-3 Trust) as **Trust** ("**ISARC**") as assignee of Fedbank Financial Services Ltd vide Assignment Agreement dated 26th September 2025 (referred to as **"Secured Creditors"**), wherein physical possession of the property is with ISARC under the provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI) and Read with Rules 6, 7, 8 & 9 of Security Interest (Enforcement) Rules 2002 shall be sold on **"AS IS WHERE IS AND WHAT IS THERE IS AND NON RECOURSE BASIS" by inviting e tenders:**

Detailed description of the Immovable Assets, inspection date, reserve price, and earnest money deposit shall be as follows:

(Amt in Rs.)

Name of Borrower	**Rakesh Rajaram Phatak**
Name of Mortgagors & Guarantors	1. **Rakesh Rajaram Phatak** 2. **Prajakta Rajaram Phatak**
Details of Dues	**Rs. 33,16,338/-** as on 07th Oct 2026 plus interest from 07th Oct 2026 till date.
Details of Property to be sold.	All that Flat bearing No. 401, on the Fourth Floor, admeasuring 515 Square Feet i.e. admeasuring 47.86 Square Meters (saleable area), in the Building No. 1, known as "OM SAI APARTMENT", in the building of the Society known as "OM SAI APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD", constructed on land bearing Survey No. 1A, Hissa No.4, lying being and situated at Village Bolinj, Virar West, Tal. Vasai, Dist. Palghar – 401303, within the area of jurisdiction of Vasai-Virar City Municipal Corporation, Sub-Registrar of Vasai No. 1 to 6
Reserve Price	**Rs. 23,40,000/-** (Rupees Twenty-Three Lakh Forty Thousand Only)
Earnest Money Deposit (EMD) EMD is 10% of the reserve price. The intended bidder submitting a bid below the reserve price will not be accepted.	**Rs. 2,34,000/-** (Rupees Two Lakh Thirty-Four Thousand Only)
Date and Time of Inspection	On **30th Oct 2026** between **11:00 AM to 05:00 PM (time)**

The last Date, Time, and Place for submission of bid/tender	On **05th Nov 2026**, up to **5.00 P.M** (time) through online mode only Website https://www.bankeauctions.com
Date, Time and place of auction	**On 06th Nov 2026**, from **11:00 A.M to 01:00 P.M (time)** with auto-extension of five minutes each in the event of bids placed in the last five minutes. Auction will be conducted "Online" through the ISARCS-approved service provider M/s. C1 INDIA PVT LTD, Udyog Vihar, Phase 2, Gulf Petrochem building No. 301 Gurgaon Haryana. Pin 122015. Help Line No. +91-124-4302020/21/22/23/24 or +91 9594597555, Help Line e-mail ID: Support@bankeauctions.com, Website https://www.bankeauctions.com
Tender Forms	Other detailed Terms and Conditions are to be downloaded from www.isarc.in and https://www.bankeauctions.com
Details of the dealing officials	**Mr. Mitu Muduli** Mob: **9867670416**.

Date:
Place:

Authorized officer,
India SME Asset Reconstruction Company (ISARC) Limited
(Subsidiary of Authum Investment & Infrastructure Limited ("AIIL")
Acting in its capacity as trustee of **ISARC-2025 -2026 -3 Trust.**

(B) Terms and conditions of Sale

<table>
<tr><td>1</td><td>Bids invited for property</td><td>The intending bidder may make an offer for immovable assets as specifically mentioned in the sale notice.</td></tr>
<tr><td>2</td><td>Reserve Price</td><td>Rs. 23,40,000/- (Rupees Twenty-Three Lakh Forty Thousand Only)</td></tr>
<tr><td>3</td><td>Earnest Money Deposit (EMD)</td><td>Rs. 2,34,000/- (Rupees Two Lakh Thirty-Four Thousand Only)</td></tr>
<tr><td>4</td><td>Basis</td><td>AS IS WHERE IS" AND "AS IS WHAT IS" AND "WHATEVER THERE IS" AND "NO RECOURSE "BASIS</td></tr>
<tr><td>5</td><td>Last date for submission of tenders</td><td>On 05th Nov 26, up to 5.00 P.M (time) through online mode only
Website https://www.bankeauctions.com</td></tr>
<tr><td>6</td><td>How to submit the tenders</td><td>The auction is being held "Online" through ISARC's approved service provider C1 INDIA PVT LTD, Udyog Vihar, Phase 2, Gulf Petrochem building No. 301 Gurgaon, Haryana. Pin: 122015, Help Line No. 7291981124/ 25 / 26, +91-9594597555, Help Line e-mail ID:support@bankeauctions.com,
Website:www.bankeauctions.com
The prospective qualified bidder may avail of online training on e-auction from C1 INDIA PVT LTD prior to the date of e-auction for submitting bids and participating in the e-auction process. Neither the Authorized officer/ISARC nor C1 INDIA PVT LTD will be held responsible for any internet network problem/power failure/any other technical lapses/failure etc. In order to avoid such a contingent situation, the interested bidders are requested to ensure that they are technically well equipped with adequate power back-up etc. for successfully participating in the e-Auction event.</td></tr>
<tr><td>7</td><td>Mode of payment of EMD</td><td>The intending purchaser/bidder are required to deposit EMD which shall be payable through NEFT/ RTGS in the following account:
<table><tr><td>Name of the Account</td><td>ISARC 2025-2026-3 TRUST</td></tr><tr><td>Account No</td><td>50200113036579</td></tr><tr><td>Name of the Bank and Branch</td><td>HDFC Bank Ltd, Bhavani Shankar Road, Mumbai.</td></tr><tr><td>IFSC Code</td><td>HDFC0001119</td></tr></table>Please note that the Cash/Cheque/Demand Draft shall not be accepted as EMD amount.</td></tr>
<tr><td>8</td><td>Refund of EMD to unsuccessful bidders</td><td>The Earnest Money Deposit (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. The Earnest Money Deposit shall not bear any interest.</td></tr>
<tr><td>9</td><td>Adjustment of EMD</td><td>The successful bidder should pay 25% of the bid amount (inclusive of EMD) immediately i.e. on the same day or not later than within the next working day, as the case may be, through NEFT/RTGS to the account details which are given in serial number 7 above on sale being knocked in bidder's favor and balance 75% amount within 15 days without giving any further notice by ISARC. Amount of EMD and/or Initial Deposit as above shall be forfeited on failure to pay the balance 75% amount as mentioned above. In case of default, the secured assets shall be resold and the defaulting purchaser shall not be entitled for any claim.</td></tr>
<tr><td>10</td><td>Forfeiture of EMD</td><td>For bidders not complying with the terms and conditions specified in the Tender-cum-auction Documents, the EMD amount shall be forfeited.</td></tr>
</table>

<table>
<tr><td>11</td><td>Type of offer and manner of payment</td><td>

The balance of 75% amount of the purchase price payable shall be paid by the purchaser within 15 days without giving any further notice by ISARC or as may be decided by the Authorized Officer of ISARC.
In default of the payment within the period mentioned above, the deposit shall be forfeited, the property shall be re-sold and the defaulting purchaser shall forfeit all claim to the property or to any part of the sum for which it may be subsequently sold.
Balance payments can be made through RTGS, the account details are as under :
<table>
<tr><td>Name of the Account</td><td>ISARC 2025-2026-3 TRUST</td></tr>
<tr><td>Account No</td><td>50200113036579</td></tr>
<tr><td>Name of the Bank and Branch</td><td>HDFC Bank Ltd, Bhavani Shankar Road, Mumbai.</td></tr>
<tr><td>IFSC Code</td><td>HDFC0001119</td></tr>
</table>

</td></tr>
<tr><td>12</td><td>Selection of best offer</td><td>Selection of the best offer shall be decided by the Authorized Officer/ Asset Resolution Committee (ARC) of ISARC.
The Authorized Officer/ISARC is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn/ postpone/cancel the e-auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason therefor.</td></tr>
<tr><td>13</td><td>Liability of the purchaser, if any.</td><td>

All charges of conveyance, stamp duty, transfer fee (premium fee) registration charges/expenses, etc., and all the incidental expenses relating to registration of the property, as applicable shall be borne by the successful bidder only.
ISARC does not undertake any responsibility to procure any permission/ license etc. in respect of the property/assets offered for sale or any dues whatsoever in respect of the said property/assets.
All statutory/non-statutory dues, taxes, rates, charges and fees owing to anyone, if any, shall be the responsibility of the prospective buyer.
ISARC does not undertake any responsibility for payment of any dues, taxes, etc as stated above or any other known/unknown encumbrances and payment of the same shall be responsibility of prospective buyers.

</td></tr>
<tr><td>14</td><td>Negotiation with bidders for improvement in offer</td><td>ISARC reserves its right and shall have the discretion to negotiate with the bidders after the opening of tenders and to accept or to reject any or all bids without assigning any reasons whatsoever.
The bidding is allowed in multiples of Rs. 30,000/- for property.</td></tr>
<tr><td>15</td><td>Disputes / Litigations</td><td>In case of disputes in tender/auction, the decision of the Authorized Officer of ISARC shall be final and binding on all and any litigation shall be subject to jurisdiction of Mumbai.</td></tr>
<tr><td>16</td><td>Inspection of assets</td><td>The interested parties are advised to submit their tenders after the inspection of assets. The prospective bidders shall visit/inspect the properties at their costs within the schedule specified in the sale notice. The interested parties/bidders shall coordinate with:
Mr. Mitu Muduli Mob: 9867670416.</td></tr>
<tr><td>17</td><td>Miscellaneous</td><td>Tenders with conditional offers shall be treated as invalid.
Correspondence about any change/modification in the offer after submission of the tender will not be entertained.
If any tenderer wishes to give a fresh offer for a property before the last date prescribed for submission of the tender in the concerned advertisement, he may file a fresh tender with appropriate Earnest</td></tr>
</table>

		Money Deposit by contacting the e-auctioning agency, if the same is technically feasible. The purchaser will not manufacture at the site after acquisition, any of the hazardous/prohibited items as specified by the Government from time to time.

(C) Miscellaneous Terms and conditions of auction

1. The property shall be sold on "AS IS WHERE IS" AND "AS IS WHAT IS" AND "WHATEVER THERE IS" AND "NO RECOURSE "BASIS condition, including encumbrances, if any.

2. The e-Auction/ bidding of above properties would be conducted exactly on the scheduled date & time as mentioned against each property by way of inter-se bidding amongst the bidders. The bidder shall improve their offer in multiple of **Rs. 30,000/-**. In case bid is placed in the last 5 minutes of the closing time of the e- Auction, the closing time will automatically get extended for 5 minutes. The bidder who submits the highest bid amount (not below the Reserve price) on closure of e- Auction process shall be declared as successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Authorized Officer/Secured Creditor.

3. The interested purchaser(s) shall themselves satisfy about the right and title of the property from the concerned local authorities and no claim shall be entertained by the Authorized Officer/ISARC in this regard after the auction of the properties.

4. To the best of the knowledge and information of the Authorized Officer, there are no other encumbrances/charge on the property(s) known to him. However, the intending bidder should make their own independent due diligence/inquires regarding the encumbrances, title of property put on auction, and claims/rights/dues/affecting the property, before submitting their bid. The E-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the ISARC. The property is being sold with all the existing and future encumbrances whether known or unknown to ISARC, the Authorized Officer /Secured creditor and shall not be responsible in any way for any third party claim /rights /dues.

5. The bidder shall execute an Indemnity as per the format annexed printed on stamp paper of relevant value and send the same in original to the registered office of ISARC, so that it is received before the date of auction.

6. Bidder shall hold a valid email (with empty space in Inbox) as all the relevant information shall be conveyed through email only.

7. The intending bidder should upload/ submit the following documents as evidence for EMD while uploading e-tender document.

   - UTR Number with UTR Slip
   - Proof of Identification (Passport/Driving License/Aadhar Card)
   - Current Address Proof for communication
   - PAN Card of bidder

8. The intending bidder may please see details of the terms and conditions mentioned in the tender document available on ISARC's web site: www.isarc.in as well as on C1 India Pvt Ltd Website: **www.bankeauctions.com**

9. The Authorized Officer reserves the right to postpone/ cancel or vary the terms and conditions of the auction without assigning any reason thereof.

10. The intending bidder may please see details of the terms and conditions mentioned in the tender document available on ISARC's website: www.isarc.in. The same is also available at office of ISARC at Dadar, Mumbai.

11. No bids below the reserve price shall be entertained.

12. The auction will be conducted under the supervision of the Authorized Officer/Asset Resolution Committee of the ISARC.

13. The sale certificate will be issued in the name of the purchaser (s) /applicant(s) only and will not be issued in any other name(s). Nominee bids shall not be entertained and their earnest money shall also be forfeited.

For further details please contact me on Phone No. **9867670416** during office hours Between 10.00 am and 6.00 pm on all working days.

(D) BID FORM

DETAILS OF BIDDER

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

1.	Name(s) of Bidder [in Capital]		
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		
	Account holder name		
	Bank Name		
	Branch Name		
	Bank A/c No		
	Type of account		
	IFSC Code		
6.	Date of submission of bid		
7.	PAN Number		
8.	Property Item No.		
9.	Whether EMD remitted		
10.	EMD remittance details*	UTR No.	
		Date of remittance	
		Name of Bank	
		A/c No	
		IFSC	
11.	Bid amount quoted	Rs._____/- [Rupees _____only]	

I / We declare that I/We have read and understood all the above terms and conditions of the auction sale and the auction sale and the auction sale notice published in the daily newspaper which are also available in the website https://www.bankeauctions.com and shall abide by them. I/We also undertake to improve my/our bid by one incremental value notified in the sale notice if I/We am/ are the sole bidder.

._____.
(Name and signature of the Bidder(s))

***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://www.bankeauctions.com during the time of submission of the bid.

(E) DECLARATION BY BIDDER(S)

Date: _____

To:
The Authorized Officer,
India SME Asset Reconstruction Company Ltd.,

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 Authorized 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 fulfill 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 Authorized Officer.
5. I/We also agree that in the eventuality of forfeiture of the amount by Authorized 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 offeror/bidders shall be retained by the Bank 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 _____
_____
_____
Phone _____
Email _____

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

DEED OF INDEMNITY

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

This DEED OF INDEMNITY executed at _____ on this day of _____ by [name of the Bidder/s] (Hereinafter referred to as "the Bidder/s", which expression shall include its successors and assigns).
In favour of:

The ISARC, is a Company incorporated under the Companies Act,1956 and Registered as Securitization and Asset Reconstruction Company pursuant to Section 3 of SARFAESI and having its registered office at 11th Floor, The Ruby, North-West Wing, Senapati Bapat Road, Dadar West, Mumbai - 400028 which is hereinafter referred to as the "ISARC" which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and assigns and whether acting as such in respect of financial assets pertaining to **FEDVAA0HL0507515.**

A. Whereas ISARC), has pursuant to the measures taken under Section 13(4) of the Securitization Act taken possession of the following immovable assets of the Borrower – RAKESH RAJARAM PHATAK, for the property situated at "All that Flat bearing No. 401, on the Fourth Floor, admeasuring 515 Square Feet i.e. admeasuring 47.86 Square Meters (saleable area), in the Building No. 1, known as "OM SAI APARTMENT", in the building of the Society known as "OM SAI APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD", constructed on land bearing Survey No. 1A, Hissa No.4, lying being and situated at Village Bolinj, Virar West, Tal. Vasai, Dist. Palghar – 401303, within the area of jurisdiction of Vasai-Virar City Municipal Corporation, Sub-Registrar of Vasai No. 1 to 6" owned by Physical Possession.

B. Whereas as covenants of the documents of terms and conditions of sale 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 Bidder/s. Non-payment of stamp duty under prevailing laws, rules, and regulations notifications shall entail ISARC to take such steps to repossess the secured assets and put up the same for sale under applicable law.

C. Whereas the documents of terms and conditions of sale and sale certificate further state that "the said assets are being sold on "as is where is & as is what is" basis. Further, ISARC does not accept / undertaken any responsibility for, nor shall the sale proceeds be subject to any pending / outstanding statutory dues and any other dues such as water / electricity / services 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 in respect of the secured assets, shall be the sole responsibility and to the account of the Bidder/s.

D. In pursuance thereof, the Bidder/s indemnifies ISARC to save harmless ISARC from any and all liability incurred by ISARC on account of any suits, claims, (including any expenses incurred by ISARC for the enforcements of this indemnity) which ISARC shall suffer as a result of any failure on the part of the Bidder/s 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, etc. any other dues or any other duties, levies by whatever name it is called including interest, etc. of any and dues or any claim made by any person in respect of such liabilities, encumbrances and dues".

ISARC has accepted the offer upon execution of the following indemnity.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the above said immovable secured asset, the Bidder/s viz [name of the bidder/s] and their successors, nominees, heirs as stated above hereby unconditionally,

absolutely and irrevocably agree to indemnify and keep ISARC 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 ISARC for the enforcement of this indemnity), which ISARC shall suffer as a result of any failure on the part of the Bidder/s to meet and clear any such liabilities, encumbrances and dues as mentioned hereinabove and in the recital's more specifically clause B,C,D or any claim made by any person, entity, firm.

2. The Bidder/s hereby confirm/s that:

- I/We have conducted due diligence in respect of the Schedule Property.
- I/We have examined the title deeds and reviewed the encumbrance records for a period exceeding 50 years.
- Based on our assessment, we are fully satisfied with the legal status and condition of the said property.

3. We acknowledge and are fully aware of the existing encumbrances on the Schedule Property. We undertake to resolve or address such encumbrances independently, without seeking any assistance, support, or involvement from ISARC. We further confirm that we shall not raise any claim or dispute in this regard at any point in time.

4. We have expressed our willingness to participate in the present Public E-auction. In the event that we are declared the successful bidder, we undertake to deposit the entire bid amount strictly in accordance with the terms and conditions of sale and the provisions of the SARFAESI Act and related guidelines.

5. We agree that, in case any issue or dispute arises at a later stage, we shall not seek any refund of the bid amount, nor shall we attempt to revoke the sale or initiate any legal proceedings challenging the sale, including but not limited to seeking any injunction or court order against the sale or SARFAESI Act.

6. We further confirm that neither we, nor any other party (if applicable), shall claim from us any compensation, damages, or losses in connection with the said sale.

7. We further undertake to take possession of the Schedule Property on an "as is where is" and "as is what is" basis, in the event we are declared the successful bidder in the Public E-auction.

8. This indemnity shall be without prejudice to and in addition to any other rights available to ISARC under law.

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

I / we hereby further indemnify ISARC and keep indemnified from time to time against all claims, liabilities, costs, expenses, damages, and losses (including but not limited to any interest, penalties and legal costs, arising out of or in connection with partition / separation of said open land / or any deviation in the approved plan, structure on the said property / plot of land.

IN WITNESS whereof the Bidder/s has put their hands on the day of _____ hereinabove written.

Signed and delivered by:
Bidder/s

_____
[name of the Bidder/s]

Address:

(Please submit notarised original indemnity on Rs.500.00 stamp paper)