



## **TOURISM FINANCE CORPORATION OF INDIA LTD.**

4<sup>th</sup> Floor, NBCC Plaza, Tower I, Sector V, Pushp Vihar, New Delhi 110017

Phone: +91-11-29561180

Website: [www.tfcilt.com](http://www.tfcilt.com)

CIN L65910DL1989PLC034812

### **BID DOCUMENT**

**FOR SALE OF SECURED ASSET SITUATED AT**

**VILLAGE - MALWADI (TALEGAON DABHADE), TALUKA MAVAL, DISTRICT PUNE,  
MAHARASHTRA**

**AND MORTGAGED WITH**

**TOURISM FINANCE CORPORATION OF INDIA LTD.**

**FOR THE FINANCIAL FACILITY AVAILED BY**

**AISHWARYA REGENCY LLP, SANJAY MALI & RUPALI MALI.**

**By Authorised Officer OF TFCI**

**Under**

**The Securitisation and Reconstruction of Financial Assets and  
Enforcement of Security Interest Act, 2002 read with  
The Security Interest (Enforcement) Rules, 2002**

**COPIES OF POSSESSION NOTICES**

	<p><b>TOURISM FINANCE CORPORATION OF INDIA LIMITED</b> (CIN L65910DL1989PLC034812) Regd. Office: 4<sup>th</sup> Floor, NBCC Plaza, Tower 1, Sector V, Pushp Vihar, Saket, New Delhi-110 017, Phone: +91-11-29561180 Fax: +91-11-29561170, Website: www.tfcilttd.com</p>	<p><b>UNDER SARFAESI ACT 2002</b></p>				
<p><b>E-AUCTION SALE NOTICE UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 READ WITH PROVISIO TO RULE 8(6) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002</b></p> <p>Notice is hereby given to public in general and in particular to M/s Aishwarya Regency LLP ( borrower/mortgagor), Sh. Sanjay Mali &amp; Smt. Rupali Mali (partners and guarantors/mortgagors) that the below described immoveable property/secured assets mortgaged to Tourism Finance Corporation of India Limited, New Delhi ("TFCI"), the constructive/symbolic possession of which has been taken by the Authorised Officer of TFCI (Secured Creditor) on 15.03.2023, will be sold on "As is where is", "As is what is" and "Whatever there is" basis for recovery of outstanding dues from the borrower and its guarantors/mortgagors. The details of secured asset along with reserve price and Earnest Money Deposit (EMD) are as mentioned below:</p>						
<p><b>Particular of Mortgaged Asset/ Hotel Property</b></p>	<p><b>Total Liabilities as per Demand Notice u/s 13(2) (in Rs.)</b></p>	<p><b>Total Liabilities as on 15.08.2023 (in Rs.)</b></p>	<p><b>Reserve Amount (in Rs.)</b></p>	<p><b>EMD Amount (in Rs.)</b></p>	<p><b>Last date of submission of EMD Amount</b></p>	<p><b>Date and time of Auction</b></p>
<p>All parcels of land admeasuring - 6470 sq.mtrs. and hotel building thereon with built-up area of approx. 62,134 sq. ft. together with plant &amp; machinery, equipments, furniture fixtures and fittings etc. present at Hotel Aishwarya Regency alias Effotel by Sayaji situated at Sy.No.1A/1/1, Sy.No.1A/1/6 and Sy.No. 1A/1/7 Village - Mahwadi (Talgaon Dabhade), Taluka Maval, District Pune, Maharashtra.</p>	<p>32,66,42,931.00</p>	<p>36,37,90,371.00</p>	<p>39,50,00,000.00</p>	<p>39,50,000.00</p>	<p>25.09.2023 Upto 05.00 PM</p>	<p>26.09.2023 From 12.00 PM to 04.00 PM</p>
<p><b>Terms and Conditions:-</b></p> <p>1. For all other detailed terms and condition of the sale and tender document, please refer to the link provided on TFCI's website i.e. <a href="http://www.tfcilttd.com">www.tfcilttd.com</a>, qua the above-mentioned secured asset. 2. The property will be sold on "As is where is", "As is what is" and "Whatever there is" basis including encumbrances, if any. There is no encumbrances to the knowledge of TFCI. 3. The prospective bidders can inspect the mortgaged asset/ Hotel Property from <b>18.09.2023 to 22.09.2023</b> own their own. 4. The last date for submission of EMD amount is <b>25.09.2023 upto 5:00 PM</b>. 5. The EMD amount shall be deposited through RTGS/NEFT/Fund Transfer to the account of TFCI having Account Number : 00000035313127195, Account Name : Tourism Finance Corporation of India Limited, Branch : Commercial Branch, Nehru Place, IFS Code : SBIN0004298, MICR Code : 110002228. 6. Auction Bidding will be held on <b>26.09.2023</b> between <b>12:00 PM to 04:00 PM</b> on <a href="https://sarfaesi.auctiontiger.net">https://sarfaesi.auctiontiger.net</a> The bid amount will increase in multiple of Rs.1,00,000. 7. The Authorised Officer has the absolute right to accept or reject the bid or adjourn/ postpone/ cancel the tender without assigning any reason thereof and also modify any term and condition of this sale without any prior notice. 8. Interested bidder may contact Mr. Hitesh Dahiya at Mob no. 9996999814 and Mr. Mohit Kumar at Mob No. 8395985178 during office hours (10.00 Am to 06.00 PM) for any information/clarification.</p> <p>This may also be treated as notice under rule 8(6) and rule 9(1) of Security Interest (Enforcement) Rules, 2002 to borrower/ mortgagors/ Guarantors of the above said loan about the holding of E-Auction Sale on the above mentioned date. The borrower/ guarantors/mortgagors are hereby notified to pay the sum as mentioned above along with upto dated interest and ancillary expenses before the date of Auction, failing which the property will be auctioned/ sold and balance dues, if any, will be recovered with interest and cost.</p>						
<p>Date : 18.08.2023 Place : New Delhi</p>			<p align="right">Authorized Officer Tourism Finance Corporation of India Limited</p>			

**16(w) x 15(h)**

## लोकमत

	<h3 style="margin: 0;">टूरिझम फायनान्स कॉर्पोरेशन ऑफ इंडिया लिमिटेड</h3> <p style="margin: 0;">(सीआयएन एल ६५९१०डीएल१९८९पीएलसी०३४८१२)</p> <p style="margin: 0;">राज. ऑफिस: ४ था माळ, एनबीसीसी प्लाझा, टॉवर १, सेक्टर V, पुणे विहार, साकेत, नवी दिल्ली-११००१७, फोन: +९१-११-२९५६११८० फॅक्स: +९१-११-२९५६११७०, वेबसाईट: <a href="http://www.tfcilt.com">www.tfcilt.com</a></p>	<p style="margin: 0;">सरफाईसी अॅक्ट २००२ अंतर्गत</p>				
<p style="margin: 0;"><b>सिक्युरिटी इंटरस्ट (इन्फोर्समेंट) रुल्स, २००२ च्या रूल ८(६) च्या परंतुकासह वाचल्या जाणाऱ्या सिक्युरिटी टायझेशन अँड रिकस्ट्रक्शन ऑफ फायनान्शियल अॅसेट्स अँड इन्फोर्समेंट ऑफ सिक्युरिटी इंटरस्ट अॅक्ट २००२ अंतर्गत ई-लिलाव विक्री सूचना</b></p>						
<p>सर्वसामान्य जनता आणि विशेषकरून मे. ऐस्वर्वा रोर्नसी एलएलपी (कर्जदार/गहाणदार), श्री. संजय माळी व श्रीमती रुपाली माळी (भागीदार आणि हमीदार/गहाणदार) यांना एतद्वारा सूचना देण्यात येत आहे की टूरिझम फायनान्स कॉर्पोरेशन ऑफ इंडिया लिमिटेड, नवी दिल्ली ('टीएफसीआय') कडे गहाण असलेली खालील वर्णित अचल संपत्ती / प्रतिभूत मालमत्ता जिचा टीएफसीआय (प्रतिभूत घनक) च्या अधिकृत अधिकार्यांद्वारे १५.०३.२०२३ रोजी अर्थापत्र/प्रतिकालक ताबा घेण्यात आला आहे त्या संपत्तीची कर्जदार व त्यांचे हमीदार/गहाणदारांकडून थकीत देणींच्या वसूलीकरिता 'जसे आहे जेथे आहे', 'जसे आहे जे आहे' आणि 'तेथे जे काही आहे आधारावर' विक्री करण्यात येईल. राखीव मूल्य आणि बचाणा राशी जमा (ईएमडी) समवेत प्रतिभूत मालमत्तेचे विवरण खाली नमूद केल्याप्रमाणे आहे:</p>						
<p>गहाण मालमत्ता/ हॉटेल संपत्तीचा तपशील</p>	<p>सेकशन १३(२) अंतर्गत मागणी सूचनेनुसार एकूण दायित्वे (रु.मध्ये)</p>	<p>१५.०८.२०२३ रोजीनुसार एकूण दायित्वे (रु.मध्ये)</p>	<p>राखीव राशी (रु.मध्ये)</p>	<p>ईएमडी राशी (रु.मध्ये)</p>	<p>ईएमडी राशी सादर करण्याची अंतिम तारीख</p>	<p>लिलावाची तारीख व वेळ</p>
<p>एसव्कय.नं. १ए/१/१, एसव्कय. नं. १ए/१/६ आणि एसव्कय. नं. १ए/१/७ गाव-मालवाडी (तळेगाव दाभाडे), तानुकर माबळ, जिल्हा पुणे, महाराष्ट्र येथे स्थित सवानी द्वारे हॉटेल ऐस्वर्वा रोर्नसी उर्फ हॉटेलेल येथे विद्यमान प्लॉट व बशिनरी, इन्फोर्समेंट्स, र्मिन्चर फिन्वर्स आणि फिस्टिंग्ज अटॉर्नीसहित अदमासे ६२.१३४ चौ.फूट विल्ट-अस एरीयासह जमीन आरजनी-६४७० चौ.मी. आणि त्यावरील हॉटेल बिल्डिंगचा सर्व तो अधिभान्य धाग.</p>	<p>३२,६६,४२,९३१.००</p>	<p>३६,३७,९०,३७१.००</p>	<p>३९,५०,००,०००.००</p>	<p>३९,५०,०००.००</p>	<p>२५.०९.२०२३ ला सार्थ.०५.०० पर्यंत</p>	<p>२६.०९.२०२३ ला दुपारी १२.०० पामून दुपारी ०४.०० पर्यंत</p>
<p><b>शर्ती व अटी:-</b></p> <p>१. विक्रीच्या इतर सर्व शर्ती व अटी आणि निविदा दस्तऐवजाकरिता कृपया टीएफसीआयची वेबसाईट अर्थात <a href="http://www.tfcilt.com">www.tfcilt.com</a> वर नमूद प्रतिभूत मत्ता या नात्याने दिलेली लिंक पहावी.</p> <p>२. संपत्तीची 'जशी आहे जेथे आहे', 'जशी आहे जी काही आहे' आणि 'तेथे जे काही आहे' या आधारावर असल्यास, भारासह विक्री करण्यात येईल. टीएफसीआयचा ज्ञानानुसार कोणताही भार नाही. ३. संपादक बोलिदार गहाण मालमत्ता/ हॉटेल संपत्तीचे स्वतः १८.०९.२०२३ ते २२.०९.२०२३ पर्यंत निरीक्षण करू शकतात. ४. ईएमडी रक्कम सादर करण्याची अंतिम तारीख २५.०९.२०२३ ला सार्थ. ५.०० वाजेपर्यंत आहे. ५. ईएमडी रक्कम टीएफसीआयचे खाते, खाते क्रमांक: ०००००३५३१३१२०१९५, खात्याचे नाव: टूरिझम फायनान्स कॉर्पोरेशन ऑफ इंडिया लिमिटेड, शाखा: कर्माशियल ब्रांच, नेहरू प्लेस, आवएफएस कोड: एसबीआयएन००४२९८, एमआयसीआर कोड: ११००२२२८ या खात्यामध्ये आरटीजीएस/ एनईएफटी/ फंड ट्रान्स्फर मार्फत जमा करावी. ६. लिलाव बोली २६.०९.२०२३ ला दु. १२.०० ते सार्थ. ०४:०० वाजे दरम्यान <a href="https://sarfaesi.auctiontiger.net">https://sarfaesi.auctiontiger.net</a> वर घेण्यात येईल. बोली रकमेमध्ये रु. १,००,००० च्या पटीमध्ये वाढ होईल. ७. अधिकृत अधिकारी यांना तात्संबंधी कोणतेही कारण न दर्शविता बोली स्वीकारण्याचा किंवा नाकारण्याचा किंवा निविदा स्वीकारण्याचा/ पुढे ढकलण्याचा/ रद्द करण्याचा आणि कोणतेही पूर्व सूचना न देता या विक्रीच्या कोणत्याही शर्ती व अटीमध्ये सुधारणा करण्याचा पूर्ण अधिकार आहे. ८. इच्छुक बोलिदारांनी कोणतेही माहिती/ स्पष्टीकरणकरिता श्री. हितेश दहिया मो. नं. ९९९६९९८१४ आणि श्री. मोहित कुमार मो. नं. ८३९५९८५१७८ यांचेशी कार्यालयीन अवघीत (स. १०.०० ते सार्थ. ०६.०० पर्यंत) संपर्क साधावा.</p> <p>ही वरील उक्त कर्जाचे कर्जदार/ गहाणदार/ हमिदारांना वर नमूद तारखेला ई-लिलाव विक्री घेण्याविषयी सिक्युरिटी इंटरस्ट (इन्फोर्समेंट) रुल्स, २००२ च्या रूल ८(६) व रूल ९(१) अंतर्गत नोटीस म्हणून समजावी. कर्जदार/ हमिदार/ गहाणदारांना एतद्वारे लिलावाच्या तारखे आधी तारखेपर्यंतचे व्याज आणि सहाय्यभूत खर्चासह वर नमूद केल्यानुसार रक्कम भरण्याचे अधिमूचित करण्यात येत आहे, असे न केल्यास संपत्तीचा लिलाव / विक्री करण्यात येईल आणि शिल्लक देणी असल्यास, ती व्याज व खर्चासह वसूल करण्यात येईल.</p>						
<p>दिनांक : १८.०८.२०२३</p>						<p>अधिकृत अधिकारी टूरिझम फायनान्स कॉर्पोरेशन ऑफ इंडिया लिमिटेड</p>
<p>स्थान: नवी दिल्ली</p>						



**TOURISM FINANCE CORPORATION OF INDIA LTD.**  
4th Floor, NBCC Plaza, Tower I, Sector V, Pushp Vihar, New Delhi 110017  
Phone: +91-11-29561180 CIN : L65910DL1989PLC034812 website:  
[www.tfcilt.com](http://www.tfcilt.com)

**E-AUCTION SALE NOTICE UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 READ WITH PROVISIO TO RULE 8(6) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002**

Notice is hereby given to public in general and in particular to M/s Aishwarya Regency LLP (borrower/mortgagor), Sh. Sanjay Mali & Smt. Rupali Mali (partners and guarantors/mortgagors) that the below described immovable property/secured assets mortgaged to Tourism Finance Corporation of India Limited, New Delhi ("TFCI"), the constructive/symbolic possession of which has been taken by the Authorised Officer of TFCI (Secured Creditor) on 15.03.2023, will be sold on "As is where is", "As is what is" and "Whatever there is" basis for recovery of outstanding dues from the borrower and its guarantors/mortgagors. The details of secured asset along with reserve price and Earnest Money Deposit (EMD) are as mentioned below:

Particular of Mortgaged Asset/ Hotel Property	Total Liabilities as per Demand Notice u/s 13(2) (in Rs.)	Total Liabilities as on 15.08.2023 (in Rs.)	Reserve Amount (in Rs.)	EMD Amount (in Rs.)	Last date of submission of EMD Amount	Date and time of Auction
All parcels of land admeasuring - 6470 sq.mtrs. and hotel building thereon with built-up area of aprox. 62,134 sq. ft. together with plant & machinery, equipments, furniture fixtures and fittings etc. present at Hotel Aishwarya Regency alias Effotel by Sayaji at Sy.No.1A/1/1, Sy.No.1A/1/6 and Sy.No. 1A/1/7 Village - Malwadi (Talegaon Dabhade), Taluka Maval, District Pune, Maharashtra.	32,66,42,931.00	36,37,90,371.00	39,50,00,000.00	39,50,000.00	25.09.2023 Upto 05.00 PM	26.09.2023 From 12.00 PM to 04.00 PM

**Terms and Conditions:-**

1. The detailed terms and condition of the sale and tender document, please refer to the link provided on TFCI's website i.e. [www.tfcilt.com](http://www.tfcilt.com), qua the above-mentioned secured asset. 2. The property will be sold on "As is where is", "As is what is" and "Whatever there is" basis including encumbrances, if any. There is no encumbrances to the knowledge of TFCI. 3. The prospective bidders can inspect the mortgaged asset/ hotel property from **18.09.2023 to 22.09.2023** own their own. 4. The last date for submission of EMD amount is 25.09.2023 upto 5:00 PM. 5. The EMD amount shall be deposited through RTGS/NEFT/Fund Transfer to the account of TFCI having Account Number : 00000035313127195, Account Name : Tourism Finance Corporation of India Limited, Branch : Commercial Branch, Nehru Place, IFS Code : SBIN0004298, MICR Code : 110002228. 6. Auction Bidding will be held on **26.09.2023** between **12.00 PM to 04:00 PM** on <https://www.sarfesai.auctiontiger.net>. The bid amount will increase in multiple of Rs.1,00,000. 7. The Authorised Officer has the absolute right to accept or reject the bid or adjourn/ postpone/ cancel the tender without assigning any reason thereof and also modify any term and condition of this sale without any prior notice. 8. Interested bidder may contact Mr. Hitesh Dahiya at Mob no. 9996999814 and Mr. Mohit Kumar at Mob No. 8395985178 during office hours (10.00 Am to 06.00 PM) for any information/clarification.

**This may also be treated as notice under rule 8(6) and rule 9(1) of Security Interest (Enforcement) Rules, 2002 to borrower/ mortgagors/ Guarantors of the above said loan about the holding of E-**

**Auction Sale on the above mentioned date. The borrower/ guarantors/mortgagors are hereby notified to pay the sum as mentioned above along with upto dated interest and ancillary expenses before the date of Auction, failing which the property will be auctioned/ sold and balance dues, if any, will be recovered with interest and cost.**

**Date: 18.08.2023  
Place: New Delhi**

**Authorized Officer  
Tourism Finance Corporation of India Limited**



**BID DOCUMENT FOR SALE OF SECURED ASSETS SITUATED AT VILLAGE SHOLAYOOR, MANNARKAD TALUK, KERALA AND AT COIMBATORE, TAMIL NADU, MORTGAGED WITH TOURISM FINANCE CORPORATION OF INDIA LTD. (TFCI) FOR THE FINANCIAL ASSISTANCE AVAILED BY M/S VISION NATURE RESORTS PVT. LTD. (VNRPL).**

**1. INTRODUCTION**

Bids through e-Auction are invited by Authorised Officer, TFCI on “As is where is”, “As is what is “ and “Whatever there is” for purchase of properties mortgaged by M/s. Aishwarya Regency LLP (Borrower) and Sanjay Mali and Smt. Ruplai Mali (guarantors/mortgagoors), situated at Village Sholayoor, Mannarkad Taluk, Kerala and at Coimbatore, Tamil Nadu. The outstanding dues as on 31.12.2022 is Rs.32,66,42,931.00 (Rupees Thirty Two Crore Sixty Six Lakhs Forty Two Thousand Nine Hundred and Thirty One only) together with further interest from the said date at the contractual rates & other debits till realization. The details of the secured assets for sale and the respective Reserve Price/s thereof are mentioned below:

**DESCRIPTION OF PROPERTIES**

<b>Particular of Mortgaged Asset/ Hotel Property</b>	<b>Total Liabilities as per Demand Notice u/s 13(2) (in Rs.)</b>	<b>Total Liabilities as on 15.08.2023 (in Rs.)</b>	<b>Reserve Amount (in Rs.)</b>	<b>EMD Amount (in Rs.)</b>	<b>Last date of submission of EMD Amount</b>	<b>Date and time of Auction</b>
All parcels of land admeasuring - 6470 sq.mtrs. and hotel building thereon with built-up area of aprox. 62,134 sq. ft. together with plant & machinery, equipments, furniture fixtures and fittings etc. present at Hotel Aishwarya Regency alias Effotel by Sayaji at Sy.No.1A/1/1, Sy.No.1A/1/6 and Sy.No. 1A/1/7 Village - Malwadi (Talegaon Dabhade), Taluka Maval, District Pune, Maharashtra.	32,66,42,931.00	36,37,90,371.00	39,50,00,000.00	39,50,000.00	25.09.2023 Upto 05.00 PM	26.09.2023 From 12.00 PM to 04.00 PM

**2. TERMS AND CONDITIONS OF SALE**

- 2.1 The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the conditions mentioned in this Tender Document.
- 2.2 Addendum to E-Auction notice dated 18.08.2023, Extension of date for submission of Earnest Money Deposit (EMD), documents and auction will be published/informed on TFCI website only i.e. [www.tfcilt.com](http://www.tfcilt.com).
- 2.3 The prospective/interested bidder shall carry out its own due diligence of the assets offered for sale through e-auction at his/her/their own expenses and Authorized Officer shall not entertain any claim/ complaint from the buyer for any deficiency in size, quality etc. for recovery of whole or any part of the bid / purchase money, loss of profit/ interest, damages etc.
- 2.4 If the above assets have any outstanding liabilities/statutory dues, the same are to be met by the successful bidder or purchaser and which will be over and above the purchase

- consideration. The prospective purchaser may carry out due-diligence in respect of likely liabilities pertaining to the assets before submitting the bid. It may be noted that the purchaser will be responsible for meeting these liabilities, if arise, and Secured Creditors/TFCI/Authorized Officer will not be liable to meet any such liabilities whatsoever.
- 2.5 The parties interested may inspect the property between 18.09.2023 to 22.09.2023 as mentioned in the E-Auction Sale Notice dated 18.08.2023 with prior intimation/permission of the Authorized officer.
- 2.6 The E-Auction will be conducted online through <https://www.sarfesai.auctiontiger.net> and the E-Auction will be conducted with the help of service provider M/s E-Procurement Technologies Ltd (Auction Tiger) on the date and time as mentioned above with extension of 10 minutes each for bid increment of Rs.1,00,000/-.
- 2.7 Extension of date, if any, for submission of EMD Documents and auction will be informed to public on TFCI website [www.tfcilttd.com](http://www.tfcilttd.com)
- 2.8 Persons wishing to participate in the E-Auction are required to deposit, (a) Earnest Money Deposit, (b) his Passport size photograph and (c) a copy of Photo ID Proof., copy of address proof, copy of Board Resolutions / Authorisation, etc. and other detail as mentioned in Annexure II.
- 2.9 The Tender documents comprising detailed terms & conditions of the sale can be obtained from the office of TFCI on payment of Rs.1000/- or can be downloaded from TFCI's website ([www.tfcilttd.com](http://www.tfcilttd.com)). However, in case the Bid Document is downloaded from the website of TFCI, the bidder shall deposit an amount of Rs.1000/- towards cost of the Tenderdocument in addition to the EMD.
- 2.10 The interested bidders shall deposit their EMD being 10% of the Reserve Price by way of Demand Draft drawn in favour of "TOURISM FINANCE CORPORATION OF INDIA LTD." payable at New Delhi and addressed to "The Authorized Officer, TFCI Ltd., 4th Floor, NBCC Plaza, Tower I, Sector V, Pushp Vihar, New Delhi 110017" or through RTGS/NEFT/Fund Transfer to the account of TFCI having Account Number : 00000035313127195, Account Name : Tourism Finance Corporation of India Limited, Branch : Commercial Branch, Nehru Place, IFS Code : SBIN0004298, MICR Code : 110002228. The last date and time for deposit of the Bid Document is **25-09-2023** upto **17.00** hrs.
- 2.11 Tenders accompanied by short EMD or without EMD and/or with their own conditions, etc. are liable to be rejected / ignored summarily.
- 2.12 Tenders not accompanied by demand draft of Rs.1,000/- or non-payment of Rs.1000 on TFCI account, in case the tender document is down-loaded from the TFCI web-site, are also liable to be rejected/ ignored summarily.
- 2.13 On receipt of EMD the prospective bidders shall receive user-id/password on their valid email id (mandatory for e-auction) from AuctionTiger. The Prospective bidders may avail online training on e-auction from AuctionTiger. The helpdesk number of the service provider is 07968136866/878/845/841/ 9265562818/9265562821/7622000287 and email ID is [Praveen.thevar@auctiontiger.net](mailto:Praveen.thevar@auctiontiger.net); info@abcprocure.com.
- 2.14 The EMD of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidder shall be refunded. The EMD shall bear no interest. The successful bidder shall have to deposit 25% of the sale price (including EMD) by way of demand draft favouring "Tourism Finance Corporation of India Ltd." payable at New Delhi or through RTGS/NEFT/Fund transfer to the account of TFCI having Account Number : 00000035313127195, Account Name : Tourism Finance Corporation of India Limited, Branch : Commercial Branch, Nehru Place, IFS Code : SBIN0004298, MICR Code : 110002228 by 1700 hrs. on same day or within the extended time upto 1700 hrs. on next day if allowed by the Authorized officer **Shri Rudra Nath Jha, Vice President - Legal, TFCI Ltd., New Delhi (M) 9810112824 & Email ID [rudra.jha@tfcilttd.com](mailto:rudra.jha@tfcilttd.com)**. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-

- auction and the defaulting bidder shall forfeit all claims to the assets or to any part of the sum for which it may be subsequently sold.
- 2.15 The successful bidder shall deposit the balance 75% of the sale proceeds on or before the 15<sup>th</sup> day of the sale date or within such extended period as agreed upon in writing by and solely at the discretion of the Authorized officer. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-auction and such bidder shall have no claim/right in respect of property/amount.
- 2.16 The interested parties may carry out their own due diligence in respect of the Secured Assets. The bidder shall be deemed to have full knowledge of the relevant documents, assets, etc. whether he inspects/visits or not.
- 2.17 The bidder shall be deemed to have inspected and satisfied himself about the Secured Assets. The Bidder may, in his own interest and at his cost, verify the title to the property, description of assets and other relevant information before submitting the Tender Document for participating in the E-Auction. It shall be presumed that the bidder has satisfied himself about the names, descriptions, particulars, quantity, quality, etc. if any, and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/properties and their condition.
- 2.18 The Bidder shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of the Bid/Offer for submission or for any other purpose in connection with purchase of said assets.
- 2.19 The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or representation on behalf of TFCI. The Property is being sold with all the existing and future encumbrances whether known or unknown to TFCI.
- 2.20 The Successful purchaser shall bear the applicable stamp duties/additional stamp duty/transfer/conveyance charges, fee etc. and also all the statutory/non-statutory dues, taxes, rates, assessment charges, fee etc. owing to anybody.
- 2.21 The Authorized officer is not bound to accept the highest offer and the Authorized officer has the absolute right to accept or reject any or all offer(s) or adjourn/postpone or cancel the E-Auction without assigning any reason.
- 2.22 The parties interested may inspect the property on date and time as mentioned above with prior intimation/permission of the Authorized officer.
- 2.23 In case of any doubt regarding the terms & conditions of the sale, the decision of the Authorised Officer/ TFCI will be final.

### **3. ELIGIBILITY**

#### **3.1 The bidder should:**

- a) Be any person, registered trust, registered firm, registered cooperative society, private limited company, public limited company or partnership firm, LLP registered in India.
- b) be legally competent to enter into contract as per prevailing laws.
- c) be financially sound.
- d) enclose Income tax assessment orders for the last three years along with the tender.
- e) enclose documentary proof that he has the liquidity, line of credit and other financial means to meet the bid price.

- 3.2 Authorised Officer/TFCI may also consider a bid submitted by a consortium of persons/companies. It is, however, made clear that there should be no change in the consortium



structure during the finalisation of the tender right up to the stage of depositing the bid amount in full with TFCI. If there are any changes in the consortium structure, Authorised Officer/TFCI reserves the right to accept/ cancel the sale. However, the financial arrangement between the parties should be specified in the tender documents.

- 3.3 No bid by a Consortium/ Partnership/ Company/ person shall be entertained if in the opinion of the Authorised Officer/TFCI has led to reduction in competition.
- 3.4 The bidder should thoroughly satisfy themselves about the nature, conditions and quality of the assets. Authorised Officer/ TFCI gives no guarantee or warranty as to the conditions of the assets/ material or/ its quality or fitness for any specific purpose or use. It should be clearly understood that no claim/ complaint about the quality/ conditions/ fitness for use will be entertained by Authorised Officer/TFCI.
- 3.5 EMD and Tender Document in respect of the secured asset shall be submitted in the prescribed form only, signed by the bidder on each page in token of having accepted the same, and in separate sealed cover/s. The same should be addressed to "The Authorized Officer, Tourism Finance Corporation of India Ltd., 4th Floor, NBCC Plaza, Tower I, Sector V, Pushp Vihar, New Delhi 110017" and super-scribing "**OFFER FOR PURCHASE OF SECURED ASSETS MORTGAGED WITH TFCI LTD. FOR THE FINANCIAL FACILITY AVAILED BY M/S. AISHWARYA REGENCY LLP**".

#### **4A. EARNEST MONEY DEPOSIT:**

- 4.1 The tender/bid should be submitted with EMD amount as mentioned above in this tender/bid document. EMD has to be paid by way of crossed DD/ Pay Order drawn on any Nationalised/Scheduled bank in favour of "Tourism Finance Corporation of India Ltd." and payable at New Delhi or through RTGS/NEFT/Fund transfer to the account of TFCI having Account Number : 00000035313127195, Account Name : Tourism Finance Corporation of India Limited, Branch : Commercial Branch, Nehru Place, IFS Code : SBIN0004298, MICR Code : 110002228 . No interest shall be payable on the Earnest Money Deposit.
- 4.2 Earnest Money in any other form, for example, cheque (including cheque made "good for payment"), Bank Guarantee, Bid Bonds, Call Deposit etc. will not be accepted and such tenders are liable to be rejected outright.
- 4.3 The EMD of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidder shall be refunded. The EMD shall bear no interest. The successful bidder shall have to deposit 25% of the sale price (less EMD) by way of demand draft favoring "Tourism Finance Corporation of India Ltd." payable at New Delhi or through RTGS/NEFT/Fund transfer to the account of TFCI having Account Number : 00000035313127195, Account Name : Tourism Finance Corporation of India Limited, Branch : Commercial Branch, Nehru Place, IFS Code : SBIN0004298, MICR Code : 110002228 by 1700 hrs. on same day or within the extended time upto 1700 hrs. on next day if allowed by the Authorized officer. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-auction and such bidder shall have no claim/right in respect of property/amount.
- 4.4 The successful bidder shall deposit the balance amount of the sale proceeds on or before the 15<sup>th</sup> day of the sale or within such extended period as agreed upon in writing by and solely at the discretion of the Authorized officer. In case of default by the successful bidder,

the amount already deposited will be forfeited and the property will be put to re-auction and such bidder shall have no claim/right in respect of property/amount.

**4 B. INSPECTION:**

4B.1 The parties interested may inspect the property with prior intimation/permission of the Authorized officer. This publication is also statutory notice to the Borrower/Mortgagor/Guarantors.

4B.2 The bidder (s) should thoroughly satisfy themselves about the nature, conditions and quality of the assets. Tourism Finance Corporation of India Ltd. gives no guarantee or warranty as to the conditions of the assets/material or/its quality of fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality/conditions/fitness for use will be entertained by TFCI/Authorized Officers/Secured Creditor.

**5. MODE OF SUBMISSION OF TENDER/ BID:**

5.1 Interested bidders shall submit tenders document along with the EMD for the secured assets to participate in the E-Auction.

5.2 All tender document must be submitted in the prescribed form only, to be obtained from the Authorised Officer against the payment of Rs.1000/- towards the cost of the tender or downloaded from website, in a sealed cover. The tender must be addressed to "The Authorized Officer, Tourism Finance Corporation of India Ltd., 4th Floor, NBCC Plaza, Tower I, Sector V, Pushp Vihar, New Delhi 110017 and super-scribing **"OFFER FOR PURCHASE OF SECURED ASSET MORTGAGED WITH TFCI LTD. FOR THE FINANCIAL FACILITY AVAILED BY M/S. AISHWARY REGENCY LLP"**. The tender must be submitted by the appointed date and time at the office of TFCI at New Delhi as indicated at para 2.5.

5.2 Tenders should be submitted in a sealed cover, along with the following :

a) Demand Draft/ Pay order/receipt of NEFT/RTGS/Fund Transfer of EMD drawn in favour of TFCI payable at New Delhi along with a letter mentioning the property(ies) against which the EMD is deposited.

b) The Terms and Conditions of the Tender, duly signed by the tenderer on each page in token of having accepted the same in toto.

c) A demand draft/receipt of payment of Rs.1,000/-, in addition to EMD, in case the tender documents are down-loaded from the TFCI web-site.

5.3 EMD must be deposited alongwith the prescribed form and enclosures, signed by the bidder having accepted the terms of sale. The EMD must be submitted by the appointed date and time.

5.4 Incomplete tender or tenders submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of Tender Document are liable to be rejected outright.

**6. PAYMENT SCHEDULE:**

- 6.1 The EMD of the successful bidder shall be retained towards part sale consideration. The successful bidder shall have to deposit 25% of the sale price (less EMD) by way of demand draft favoring TFCI payable at New Delhi through RTGS/NEFT/Fund transfer to the account of TFCI having Account Number : 00000035313127195, Account Name : Tourism Finance Corporation of India Limited, Branch : Commercial Branch, Nehru Place, IFS Code : SBIN0004298, MICR Code : 110002228 .
- 6.2 25% of sale consideration (including the EMD) shall be deposited by way of demand draft favoring TFCI payable at New Delhi or through RTGS/NEFT/Fund transfer to the account of TFCI having Account Number : 00000035313127195, Account Name : Tourism Finance Corporation of India Limited, Branch : Commercial Branch, Nehru Place, IFS Code : SBIN0004298, MICR Code : 110002228 by 1700 hrs. on same day or within the extended time upto 1700 hrs. on next day if allowed by the Authorized officer.
- 6.3 The balance amount of the sale consideration is to be paid on or before 15<sup>th</sup> day of the sale date or within such extended period as agreed upon in writing by and solely at the discretion of the Authorized officer.

**7. DEFAULT IN PAYMENT BY THE PURCHASER**

In case payment is delayed by the purchaser, the Authorised Officer/TFCI at its sole and absolute discretion, may extend the payment period alongwith interest for such delayed period. However, in case the balance purchase consideration along with the due interest is not paid within the extended period as may be prescribed, the sale of the asset/s will be automatically cancelled and the Earnest Money Deposit of the tenderer and other money deposited till date will automatically stand forfeited. However, levy of such interest by TFCI shall not be construed to entitle the purchaser to effect delayed payment.

It is to be clarified that the extension of time period for making the payment as mentioned above is absolutely the discretion of the Authorized Officer and the purchaser cannot claim it as a matter of right. It is the absolute discretion of the Authorized Officer, not to grant any extension to the purchaser for making payment, beyond the prescribed period of 15 days, even if the purchaser is ready to pay the balance sale consideration alongwith the interest for the delayed period.

**8. SALES TAX, EXCISE DUTIES AND LEVIES:**

All taxes, duties, charges, fees etc. if applicable and related to the sale of secured assets shall be borne and paid by the purchaser.

**9. DELIVERY PERIOD/ POSSESSION:**

After receipt of full and final payment in lieu of the total sale consideration of the assets, TFCI will issue Certificate of Sale as provided under the Rules to SRFA & ESI Act, 2002, in favour of the purchaser and the purchaser will take all necessary steps to take over the possession of the assets immediately.

**10. TERMINATION / BREACH OF CONTRACT**

In the event of non-fulfillment of the terms and conditions by the bidder, Authorised Officer/ TFCI shall cancel the contract/ sale with immediate effect, in which case, the EMD along with any amount paid (excluding cost of tender document) shall forthwith stands forfeited.

**11. FORCE MAJEURE:**

Authorised Officer/ TFCI shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, pestilence, disturbance, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of TFCI to extend the time of performance on the part of TFCI by such period as may be necessary to enable TFCI to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

**12. GENERAL INFORMATION:**

12.1 It should be noted by the tenderer(s) that by entering into this contract, Authorised Officer/ TFCI is not precluded from entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.

12.2 The Authorised Officer/TFCI shall have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein. Each addendum so issued shall form a part of original invitation to tender.

12.3 In case of unsuccessful bidder, the bidder shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the bidder through or in connection with the submission of the tender document even though Authorised Officer/TFCI may elect to withdraw the sale notice. Should the sale notice be withdrawn or cancelled by Authorised Officer/TFCI for which Authorised Officer/TFCI shall have the right to do so at any time, the Earnest Money paid by the bidders with the tender document will be refunded (without interest) to them in due course.

12.4 The tenderer/ bidder shall bear all the cost associated with the preparation and submission of bid. Authorised Officer/TFCI will not, in any case, be responsible or liable for any such costs regardless of the conduct or outcome of the tender process.

12.5 Authorised Officer/TFCI reserves the right to cancel/ reject any or all the Tender Document/Bid without assigning any reason thereof.

12.6 The submission of the tender means and implies that the tenderer/ bidder has unconditionally agreed to and accepted all the above terms and conditions of the tender.

12.7 Intending tenderer(s) may obtain any clarification required before tendering. Submission of tender implies the tenderer(s) has obtained all the clarifications required.

12.8 The decision of the Authorised Officer/TFCI in the matter, arising out of this sale, shall be final in regard to all matters relating to the sale.

- 12.9 All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in appropriate court having jurisdiction in New Delhi.
- 12.10 Tenderers must ensure the following while submitting the tender:
- (A) THAT THE TENDER SHOULD BE FILLED IN THE FORMAT OF TENDER BID ENCLOSED AT ANNEXURE– II.
  - (B) THAT EVERY PAGE OF TENDER DOCUMENTS IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER.
  - (C) THAT ALL ALTERATIONS, ERASURE(S) AND OR OVER-WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE TENDERER’S SIGNATURE.
- 12.11 Once the Bidder/Tenderer submits the EMD for participation in the E-Auction, he/she cannot withdraw his tender before the start of E-Auction and if he wished not to proceed with the E-Auction, then the EMD submitted by the bidder/Tenderer shall be forfeited by TFCI.
- 12.12 Tenderer should state whether he/ she is a relative of any Director(s) of TFCI or Tenderer is a firm in which Director(s) or his relative is a partner or tenderer is a company in which Director of TFCI or his relatives are member(s) or Director(s).

**M/S AISHWARYA REGENCY LLP & OTHER MORTGAGORS**

**Description of Secured Assets**

All parcels of land admeasuring - 6470 sq.mtrs. and hotel building thereon with built-up area of aprox. 62,134 sq. ft. together with plant & machinery, equipments, furniture fixtures and fittings etc. present at Hotel Aishwarya Regency alias Effotel by Sayaji at Sy.No.1A/1/1, Sy.No.1A/1/6 and Sy.No. 1A/1/7 Village - Malwadi (Talegaon Dabhade), Taluka Maval, District Pune, Maharashtra.



**BIDDER DETAILS**

The Authorised Officer,  
Tourism Finance Corporation of India Ltd.  
4th Floor, NBCC Plaza,  
Tower I, Sector V, Pushp Vihar,  
New Delhi 110017.

**1. Particulars of the Bidder,**

1.1 Full name of the Bidder (in block letters):

1.2 Father's Name:

1.3 Age:

1.4 Whether the bidder is competent to contract under Indian Contract Act, 1872 as per Foreign Exchange Regulation Act, 1973 / Foreign Exchange Management Act, 1999 in case of NRI (Tick whichever is applicable)

YES/NO

1.5 Present Business Activity:

**2. Constitution of Bidder (Tick whichever is applicable)**

- Public Limited Company
- Private Limited Company
- Partnership
- Individual/ Sole Proprietary
- Others (specify)

(Furnish documents in support)

Applicant's registered office/ place of business

- Address
- Telephone No.
- Fax No.
- E-Mail No.
- PAN

**3. EMD Remittance Details:-**

3.1 Particulars of Earnest Money Deposit of Rs. \_\_\_\_\_ (10% of offered price):

DD/Pay Order No.	Date	Name of Bank and Branch

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**4. REFUND OF EMD**

1. By Speed Post on the address given in Sl.No. 2:

Or

2. By Regd Post on the address given in Sl.No.2:

Or

3. By hand after submitting the original ID Proof of the photocopy sent with the Auction Form:

4. For the return of EMD, the bidder will write one of the above three

5. Option given at 4 (1) to (4)

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**Certified that:-**

- (i) I/We agree to abide by the decision of the Authorised Officer/ TFCI
- (ii) I/We have read and understood terms and condition and hereby unequivocally and unconditionally accept the same.
- (iii) I/We have inspected the site of the secured Asset and has satisfied ourselves for which tender document is being submitted.
- (iv) I declare that I have read and understood all the general and technical terms and conditions of E-Auction and shall abide by them.

**Date:**

**Applicant's Signature**

**Full Name:**

**Designation:**

**Name of the Company:**

**Address :**