



**AXIS BANK LIMITED**

**Corporate Office**

**"Axis House", 7<sup>th</sup> Floor, C-2, Wadia International Centre,  
Pandurang Budhkar Marg, Worli, Mumbai - 400 025.**

**SALE NOTICE FOR SALE OF IMMOVABLE PROPERTY**

Appendix IV-A [Read with Rule 8(6)} of Security Interest (Enforcement) Rules, 2002

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act 2002) read with proviso to rule 8 (6) of the Security Interest (Enforcement) Rules, 2002.

Whereas the Authorised Officer of Axis Bank Limited (hereinafter referred to as 'the Bank'), under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act, 2002) and in exercise of powers conferred under section 13 (12) read with rule 3 of the Security Interest (Enforcement) Rules, 2002 issued a demand notice dated 13.03.2015, calling upon the borrower to repay the amount along with interest mentioned in the notice.

However, as the borrower failed to repay the amount and the bank has taken physical possession of the property/assets on 24.05.2016 mentioned herein below under section 13 (4) of the SARFAESI Act, 2002 read with Security Interest (Enforcement) Rules, 2002, which are to be sold by way of public auction on "**As Is Where Is Basis**", "**As Is What Is Basis**" and "**Whatever There Is Basis**" and "**Without recourse basis**".

Pursuant to possession being taken by the Authorised Officer, SEALED BIDS are invited by the undersigned for purchase of the below mentioned assets, secured for the credit facilities granted to:

- 1. Name of Borrower:** M/s. Xeco Marketing Pvt. Ltd (Formerly Known as Xeco Website Management Services Pvt. Ltd).
- 2. Guarantors:** Ms.Naqisa Silva, Ms.Krishma Silva, Ms.Radhika Mandekar
- 3. Corporate Guarantors** - Synergy One Infrastructure & Project Pvt. Ltd (Formerly known as NSB Infrastructure and Projects P Ltd - Owner of the property/Mortgagor).

**Outstanding Amount as per Demand Notice dated 13.03.2015: Rs. 4,66,86,683/-** (Rupees Four Crores Sixty Six Lakhs Eighty Six Thousand Six Hundred and Eighty Three) (this amount includes applied interest till 31.12.2014) together with further interest at the contractual rate on the aforesaid amount (from 01.01.2015) and incidental expenses, charges, costs etc.

**Present outstanding due: Rs. 9,83,81,015/-** (Rupees Nine Crore Eighty Three lakhs Eighty One Thousand and Fifteen Only) being the amount due **as on 31<sup>st</sup> October, 2020**, along with further interest thereon w.e.f. **01<sup>st</sup> November, 2020** at contractual rate of Interest till the date of payment, incidental expenses, other charges, costs etc.

DESCRIPTION OF PROPERTY	RESERVE PRICE	EARNEST MONEY DEPOSIT (EMD)
<p>All the piece and parcel of the property bearing Municipal No 32/1, together with structures standing thereon in Survey No 18/2 admeasuring about OA-12.04 Guntas and Survey No 18/3 admeasuring about OA-04 Guntas, totally admeasuring about OA 16-4 Guntas or 17,696 sq.ft. lying, being and situated at Village Venkatala, Yelahanka Hobli, Bangalore North Taluk and bounded as follows:-</p> <p>On or Towards the East by Remaining Portion of same land;  On or towards the West by Bangalore Bellary National Highway Road;  On or towards the North by 30 feet wide Road &amp;  On or towards the South by Private Land. Together with structures standing thereon.</p> <p>Out of 17,696 sq.ft. the 4,434 sq.ft. gone in road widening, thus 13262 sq.ft. physical possession is taken by the Authorised Officer on 24th May 2016 and now 13,262 sq.ft is put for sale through this notice.</p>	<p>Rs.11,80,00,000/-  (Rupees Eleven Crore Eighty Lakhs)</p>	<p>Rs.1,18,00,000/-  (Rupees One Crore Eighteen Lakhs )</p>

**The sealed bids shall be submitted as per schedule given below**

<b>EMD Remittance</b>	<p>Demand Draft/Pay Order in the favour of 'Axis Bank Ltd.' payable at Mumbai , to be submitted <b>on or before 30<sup>th</sup> November, 2020 by 5.00 p.m.</b> at either of the following address :-</p> <p><b>Mumbai</b> – Mr. Amit Mavinkurve, (Corporate Office &amp; Stressed Asset Group), "Axis House", 7th Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025. Land line No.: 022-242557065 Mob: 9867610866</p> <p><b>Bengaluru</b>- Corporate Banking Branch (CBB), Level 3,Nitesh Times Square, No.8, M.G.Road , Bengaluru- 560 001..</p>
<b>Inspection of Property</b>	<p>On <b>25<sup>th</sup> November, 2020 between 11:00 AM to 1:00 PM</b> with prior appointment. For inspection, please contact Mr. Amit Mavinkurve, Land line No.: 022-24255705 Mob: 9867610866</p>
<b>Date, Place and time of auction</b>	<p><b>03<sup>rd</sup> December, 2020 between 3.00 p.m. to 4.00 p.m.</b> with auto-extension of five minutes each in the event of bids placed in the last five minutes.</p>
<b>Bid Increment Amount</b>	<p>Rs.5,00,000/ - (Rupees Five Lakh Only)</p>
<b>Encumbrances</b>	<p>1) The Corporate Guarantor &amp; Mortgagor - Synergyone Infrastructure &amp; Project Pvt. Ltd. and others filed a Securitisation Application No. 294 of 2016 "SA") before the Hon'ble Debts Recovery Tribunal, Bangalore against SARFAESI action initiated by Axis Bank Ltd. The said SA was</p>

	<p>dismissed vide order dated May 05, 2018. The Misc. Application (“MA”) for recalling the order dated May 05, 2018 is filed by Corporate Guarantor &amp; Mortgagor - Synergyone Infrastructure &amp; Project Pvt. Ltd. The said MA is pending and coming up for hearing on February 08, 2021.</p> <p>2) The Corporate Guarantor &amp; Mortgagor - Synergyone Infrastructure &amp; Project Pvt. Ltd. had filed a Writ Petition No. 26085 of 2015 before the Hon’ble High Court of Karnataka at Bengaluru. The said Writ Petition was disposed off vide order dated September 08, 2015.</p> <p>3) The Axis Bank Ltd. had filed a Company Petition No. 597 of 2016 against the borrower i.e. M/s. Xeco Marketing Pvt. Ltd. (Formerly Known as Xeco Website Management Services Pvt. Ltd.) The said Company Petition was admitted on September 21, 2017 and Official Liquidator has been appointed and the Borrower is presently undergoing liquidation.</p> <p>4) The Axis Bank Ltd. had filed a Original Application No. 124 of 2016 (“OA”) against the borrower i.e. M/s. Xeco Marketing Pvt. Ltd. (Formerly Known as Xeco Website Management Services Pvt. Ltd.) &amp; others for recovery of outstanding dues in Hon’ble Debts Recovery Tribunal-II, Mumbai. The said OA is pending for adjudication and was last listed on August 25, 2020 for final hearing, due to Covid situation next date is not notified.</p> <p>5) The Corporate Guarantor &amp; Mortgagor - Synergyone Infrastructure &amp; Project Pvt. Ltd. had filed a Writ Petition No. 48811 of 2019 before the Hon’ble High Court of Karnataka at Bengaluru challenging last auction conducted in October 2019. The said Writ Petition was dismissed vide High Court order dated October 09, 2019.</p>
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### **Terms & Conditions**

1. The secured assets will be sold by e-auction through Bank’s approved service provider i.e. M/s e-Procurement Technologies Ltd. (auction tiger) who are assisting the Authorised Officer in conducting the online auction.
2. Sale is strictly subject to the terms & conditions incorporated in this notice and the prescribed Tender Document. The Tender Document describing the terms & conditions of sale forming part of this sale notice may be downloaded from **<https://axisbank.auctiontiger.net>**.
3. The intending purchasers shall submit the EMD amount mentioned hereinabove via Demand Draft in favour of ‘Axis Bank Ltd’ payable at Mumbai at the address mentioned above latest by **30<sup>th</sup> November, 2020 by 5:00 p.m.** The intending purchaser shall also submit (i) full name of the bidder (ii) copy of PAN Card (iii) Active Mobile Number (iv) Email Address and (v) Address proof.
4. Bids submitted otherwise than in the format prescribed in the portal shall not be eligible for consideration.
5. Please note that interested purchasers shall be permitted to participate and bid in the e-auction only if EMD amount has been received by the Bank along with the documents and in the manner mentioned in point 3 hereinabove.

6. After the submission of EMD, the bidders shall not be allowed to withdraw the Bid forms/EMD.
7. Eligible bidder who have duly complied with requirements in point 3 hereinabove shall be contacted and provided with User ID and Password for participating and submitting bids in the e-auction portal. Sealed Bids shall be submitted online through the portal in the format available at <https://axisbank.auctiontiger.net>.
8. Please note that intending bidders may avail training for online bidding from M/s. e-Procurement Technologies. Ltd., B/704, Wall Street - 2, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006, Gujarat.: 079-40230 810/811/804; Contact Persons: Mr Hardik – 9265562821/079- 68136837, Mr. Gnanprakash – 9265562818/ 079-68136880 , support@auctiontiger.net,
9. Auction will be conducted online on the website **<https://axisbank.auctiontiger.net> on 03<sup>rd</sup> December, 2020 between 3.00 p.m. to 4.00 p.m.** with auto-extension of five minutes each in the event of bids placed in the last five minutes. The bidder(s) may improve his/their offer(s) by way of inter say bidding among the bidders. The inter se bidding shall commence at the amount of highest bid received via online sealed bids. The bidder may improve their offer in multiple of the amounts mentioned under the column "**Bid Increment Amount**". 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 Authorised Officer/ Secured Creditor.
10. For inspection of the property, please contact Mr. Amit Mavinkurve on mobile No.9867610866. Inspection of relevant documents available with the Bank will be offered with prior appointment.
11. The Authorised Officer reserves the right to accept or reject any/or all the offers/bids or adjourn, postpone or cancel the auction sale without assigning any reason thereof.
12. The EMD shall be returned (without any interest thereon) to the unsuccessful Offeror/Bidder by the Authorised Officer / Bank in due course of time after conclusion of the auction on **03<sup>rd</sup> December 2020**.
13. The Successful Purchaser shall deposit 25% of the amount of sale price, after adjusting the EMD already paid, immediately i.e. on the same day or not later than next working day, failing which the EMD shall be forfeited without any prior notice. The balance 75% of the sale price is payable within fifteen days from the date of confirmation of sale by the Authorised Officer. In case of failure to deposit the balance amount within the prescribed period mentioned above, same shall be dealt in accordance with the terms of the tender document.
14. The Borrower/Guarantor/Mortgagor are hereby put to notice in terms of rule 8 (6) and rule 9 (1) of Security Interest (Enforcement) Rules, 2002 that the Secured / aforementioned Assets would be sold in accordance with this Notice,
15. Any Statutory and other dues payable and due on the property including but not limited to the society dues shall have to be borne by the Purchaser. The person(s) interested shall make his/their own independent enquiries as to the title of the property and all dues/claims against the property.

16. The successful bidder should deduct TDS @1% on the total sale consideration and deposit the same with the Income Tax authority in the name of the Property owner and submit the details thereof to the bank.
17. The successful bidder should bear the charges/fees payable for conveyance such as Stamp Duty Registration Fees, incidental expenses etc. as applicable as per law.
18. In case the sale/auction is postponed/failed for want of bid(s) of an amount not less than reserve price, the Bank reserves the right to bid and acquire the property in accordance with Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
19. The borrowers and the mortgagors, guarantors attention is invited to provision of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.
20. Sale Certificate under SARFAESI Act shall be executed in favour of the successful purchaser only after the payment of the entire bid amount and other charges if any.
21. **Special instruction & caution:**

Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither Axis bank nor the service provider will be responsible for any lapses/failure (internet failure, power failure etc.) on the part of the vendor in such cases. In order to ward off such contingent situation, the bidders are requested to make all the necessary arrangements/alternatives such as back –up power supply and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully.

Date: 12<sup>th</sup> November, 2020  
Place: Mumbai

Sd/-  
Authorised Officer  
Axis Bank Ltd.

12<sup>th</sup> November, 2020

**TENDER DOCUMENT**  
**TERMS OF INVITATION AND SALE**

**CORPORATE OFFICE :**

**Structured Assets Group, 7<sup>th</sup> Floor, "Axis House" C-2, Wadia International Centre  
Pandurang Budhkar Marg, Worli, Mumbai - 400 025.  
Tel.-022-24255705**

**AND**

**BENGALURU :**

**Corporate Banking Branch(CBB), Level 3,Nitesh Times Square, No.8, M.G.Road,  
Bengaluru- 560 001**

1.	Name of the Borrower	<b>Xeco Marketing Private Limited</b> (Formerly Known as Xeco Website Management Services Pvt. Ltd.)
2.	Description of the "Secured Assets" offered for sale (herein after referred as the "Scheduled Property" or the "said Property" or the "Secured Assets")	All the piece and parcel of the property bearing Municipal No 32/1, together with structures standing thereon in Survey No 18/2 admeasuring about OA-12.04 Guntas and Survey No 18/3 admeasuring about OA-04 Guntas, totally admeasuring about OA 16-4 Guntas or 17,696 sq.ft. lying, being and situated at Village Venkata, Yelahanka Hobli, Bangalore North Taluk and bounded as follows:-  On or Towards the East by Remaining Portion of same land; On or towards the West by Bangalore Bellary National Highway Road; On or towards the North by 30 feet wide Road & On or towards the South by Private Land. Together with structures standing thereon.  Out of 17,696 sq.ft. the 4,434 sq.ft. gone in road widening, thus 13262 sq.ft. physical possession is taken by the Authorised Officer on 24 <sup>th</sup> May 2016 and now 13,262 sq.ft is put for sale through this notice.
3.	Reserve Price, below which the Secured Assets shall not be sold	Rs.11,80,00,000/- (Rupees Eleven Crore Eighty Lakhs)
4.	Earnest Money Deposit (EMD)	Rs.1,18,00,000/- (Rupees One Crore Eighteen Lakhs )
5.	Bid Increment amount at the auction sale	Rs. 5,00,000/- & in such Multiples
<b>KEY TIMELINES</b>		
6.	Last date for submission of duly filed tender document, KYC documents of the Bidder along with EMD	On or before 30 <sup>th</sup> November, 2020 by 5.00 p.m.
7.	E-auction shall be conducted on	03 <sup>rd</sup> December, 2020 between 3.00 p.m. to 4.00 p.m.
	Dates for Inspection of Secured Asset	25 <sup>th</sup> November, 2020 between 11:00 a.m. to 1:00 p.m.
8.	Terms and Conditions of Sale	As mentioned below

**Background leading to auction sale:**

The below mentioned Bank issued notice u/s 13(2) of the SARFAESI Act to Xeco Marketing Private Limited (Formerly Known as Xeco Website Management Services Pvt. Ltd.) having its Registered Office at Trishul, 3rd Floor, Opp. Samaratheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad- 380006. and its Corporate Office at Axis House", 7th Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025 and also having its branch office at Corporate Banking Branch (CBB), Express Building, Second Floor, No. 1, Queens Road, Bengaluru - 560 001 and to Ms. Naqisa Silva, Ms. Karishma Silva, Ms. Radhika Mandekar

and Synergyone Infrastructure & projects Pvt. Ltd. as Borrower/Guarantors/Mortgagors, to repay the amount mentioned in the notice, within 60 days from the date of receipt of the said notice as more particularly stated as under:

<b>Name of Secured Creditor</b>	<b>Date of Demand Notice</b>	<b>Secured Dues</b>	<b>Name of Mortgagor</b>
Axis Bank Ltd.	13.03.2015	<b>4,66,86,683/-</b> (Rupees Four Crores Sixty Six Lakhs Eighty Six Thousand Six Hundred and Eighty Three)	Synergyone Infrastructure & projects Pvt. Ltd

The Borrower/Guarantors/Mortgagors were called upon to repay the amount mentioned in the said demand notice. Upon expiry of statutory notice period of 60 days, Authorised Officer of Axis Bank Ltd. has taken physical possession of above mentioned mortgaged property on 24.05.2016

#### **TERMS AND CONDITIONS OF THE INVITATION AND SALE**

1. The Secured Asset is being sold on **“As Is Where Is Basis”, “As Is What Is Basis”, “Whatever There Is Basis”** and **“No Recourse Basis”**.

All liabilities, encumbrances, dues of authorities and departments, statutory or otherwise, and other dues (by whatever name called in whichever form, mode, manner), if any, in respect of the Secured Asset and if payable in law and/or attachable to the Secured Asset/sale proceeds, shall be the sole responsibility and to the account of the prospective buyer (also known as “Offeror”). Accordingly, the sale proceeds arising out of the proposed sale hereunder shall not be available for payment of any such liabilities, encumbrances, dues etc., and the sale proceeds shall be exclusive of all such liabilities, encumbrances, dues, (by whatever name called) whether known or unknown. The Secured Asset is being sold with all known and unknown encumbrances, if any, except the encumbrance by way of mortgage / charge and liabilities to Axis Bank Limited in respect of the financial facilities as against the Scheduled Property.

2. Neither the Bank nor the Authorised Officer undertakes any responsibility to procure any permission/ license/ approvals etc. from any person/ department/ authority/ Government etc. in respect of the Secured Asset offered for sale.
3. Bank/ Authorised Officer does not make any representations regarding the existence or otherwise of aforesaid liabilities, encumbrances, dues etc. The Offeror may do his / their own necessary due diligence in this regard.
4. The person(s) interested in submitting quotations/offers/bids shall submit their bids online (such person(s) giving the quotation/offer/bid is herein after referred to as **“Offeror”/Bidder”** and the quotation/offer given is hereinafter referred to as **“Offer/ Bid”**) for purchase of the Secured Asset in the prescribed Offer/ Bid Form available in auction portal i.e. <https://axisbank.auctiontiger.net>.



Apart from the offer/bid to be submitted as mentioned above, the Bidder would be required to submit the EMD amount and also tender document duly signed for having accepted the terms & conditions therein along with his/ her/ it's KYC documents viz. (i) full name of the bidder (ii) copy of PAN Card (iii) Active Mobile Number (iv) Email Address and (v) Address proof as well as credit worthiness / financial standing, in an envelope which should be subscribed with the words "**Auction related documents for purchase of Secured Asset in the matter of Xeco Marketing Pvt. Ltd. at Bengaluru**" and the said envelope should be submitted at **Bengaluru**" Axis Bank Ltd. Corporate Banking Branch (CBB) Level 3, Nitesh Times Square No.8, M.G Road, Bengaluru 560001 or at **Mumbai** – Mr. Amit Mavinkurve, (Structured Asset group), "Axis House", 7th Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025. Land line No.: 022-24255705 Mob: 9867610866 during working hours of the Bank, (except Sunday and Bank Holidays) **latest by 5.00 PM on 30<sup>th</sup> November 2020.**

5. The Offeror/ Bidder shall remit the EMD for the abovementioned Secured Asset/s as prescribed hereinabove by way of pay order/demand draft drawn on a Scheduled Bank in favour of "Axis Bank Ltd". The EMD shall not carry any interest. The unsuccessful Bidder(s) shall collect / take back the EMD amount from the Authorised Officer / Bank, in due course of time after conclusion of the auction on **03<sup>rd</sup> December, 2020.**

The EMD shall not be refundable in case of a Successful Offer/ Bid and shall either be adjusted against the purchase consideration or be forfeited in accordance with terms and conditions of this Tender Document. Only those Offerors/ Bidders who have submitted the EMD amount as mentioned herein on or before **30<sup>th</sup> November, 2020 by 5.00 pm** shall be able to access the e-auction portal.

Eligible Bidder(s) who have duly paid the EMD amount as mentioned hereinabove and submitted the KYC documents as required, shall be contacted and provided with User ID and Password for participating and submitting bids in the e-auction portal. Bids shall have to be submitted online through the portal in the format available at **<https://axisbank.auctiontiger.net>**. The e-auction will be conducted **on 03<sup>rd</sup> December, 2020, between 3.00 p.m. to 4.00 p.m.** Bids submitted in the format, other than what is prescribed in the portal shall be liable for rejection.

6. The Secured Asset will be sold by way of e-auction through website **<https://axisbank.auctiontiger.net>** of 'e-procurement technologies Ltd.' (auction tiger), the Bank approved service provider, who are assisting the Authorised Officer in conducting the e-auction.
7. Eligible Bidder(s) who have duly complied with requirements in para 4 and 5 herein shall be contacted and provided with User ID and Password for participating in the e-auction process. The interested purchasers shall be permitted to participate and bid in the e-auction only if EMD amount has been received by the Bank along with the KYC & other documents in the manner mentioned hereinabove. **The property will not be sold below the Reserve Price.**
8. Bidders may inspect the above property on **25<sup>th</sup> November, 2020 between 11:00 a.m.to 1:00 p.m.** The person(s) deputed for inspection by the prospective Bidder should carry with him/her/them appropriate authorisation on the letterhead of the prospective Bidder, he/she/they represent(s), failing which inspection may be refused.
9. The Bank shall make available to the prospective Bidder(s) / Offeror(s) at the aforementioned address of the Bank all the relevant papers, documents, notices etc.

with respect to Secured Asset and proceedings under the SARFAESI Act and Rules made thereunder for perusal / verification by the Offeror(s). The Offeror(s) may, if he / she / it / they so desire, peruse / verify the same at a time mutually convenient to the Bank and the Offeror(s) – with prior appointment on any working day other than Saturdays, Sundays and Bank holidays. However, no photocopies of the documents etc. shall be given to the prospective buyer(s) / Offeror(s).

By accepting this document, the Offeror(s) undertakes to keep the information gathered during the due diligence process including information available as per Bank's records / interaction with Bank officials, confidential and not to disclose the said information etc. to any person / entity and shall not use the said information etc., for any purpose other than making an Offer pursuant to the Tender Document / Auction Notice.

10. Authorised Officer / Bank reserves the right to adjourn, postpone or cancel the sale/ e-auction without assigning any reason thereof.
11. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by the Authorised Officer / Bank. Bidder(s) acknowledge that Bank / Authorised Officer is not obliged to respond to questions or to provide clarifications.
12. The e-auction will be conducted on **03<sup>rd</sup> December, 2020 between 3:00 p.m. to 4:00 p.m.** with auto extension i.e. 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(s) may improve their Bid by way of inter say bidding among the Bidders. The Bidder(s) may improve their Bid in multiples of the amount mentioned herein above, in the column of 'Bid Increment Amount' against the respective Lots. 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/other mode which shall be subject to approval by the Secured Creditor.
13. By accepting this document, the Bidder(s) undertakes not to question, challenge, raise issues against the decision of the Bank/Authorised Officer, in any court of law, tribunal, forum, regulatory authority etc.
14. The Successful Bidder(s) shall be required to pay minimum 25% (including the EMD amount) of the Offer amount / final Purchase Consideration by D.D. or P.O. in favour of "Axis Bank Ltd." or electronic means like RTGS/SWIFT transfer, immediately i.e. on the same day or not later than next working day, upon being declared as "Successful Bidder" and the balance 75% of the purchase consideration within fifteen days from the date of confirmation of sale or such extended period (as may be agreed upon in writing between the Successful Bidder(s) and the Bank, in any case not exceeding three months), by D.D. or P.O. in favour of "Axis Bank Ltd." or electronic means like RTGS/SWIFT transfer.

In the event of any default in 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(s), the Authorised Officer, shall be entitled to forfeit all the moneys/EMD/purchase consideration till then paid by the Successful Bidder(s) and put up the Secured Asset for resale/disposal as per provisions of SARFAESI Act. Further, all costs, charges and expenses (by whatever name called including legal and other fees) incurred by Bank, on account of such resale shall be borne by the defaulting Successful Bidder(s) who

shall also be bound to make good any deficiency in eventual Purchase Consideration arising on such resale. However, such defaulting Successful Bidder(s) shall neither be entitled to make any claim in the event of the Secured Asset realising higher price on such resale nor ask for a refund of any sorts.

15. All costs, expenses, taxes relating to or incidental to the sale and / or transfer of the Secured Asset including but not limited to charges with respect to adjudication of stamp duty, payment of stamp duty on sale certificates, registration charges, cess, transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Secured Asset and further documentation charges including but not limited to conveyance, stamp duty, fees/charges/ etc., shall be borne by the Successful Bidder.
16. Transfer of the Secured Asset to the Successful Bidder shall be effected by the Authorised Officer by execution of the Sale Certificate as per the format annexed as **Annexure I** hereto in accordance with the Security Interest (Enforcement) Rules, 2002, only upon receipt and realisation from the Successful Bidder of the entire purchase consideration and execution by Successful Bidder of such other documents as may be deemed necessary by the Authorised Officer.
17. As from the date of confirmation of the Bid as Successful Bidder of the Secured Asset, all the risks, costs, responsibilities including the risks and costs as regards any loss or damage to the Secured Asset by 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 and neither Axis Bank Ltd. nor the Authorised Officer shall be liable for any such loss or damages.
18. By accepting this document the Bidder(s) / Successful Bidder undertakes to keep the Bank 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 Bank for the enforcement of this indemnity), which the Bank shall suffer as a result of any failure on the part of the Successful Bidder 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 Asset in respect of such liabilities, encumbrances and dues. By accepting this document the Bidder / Successful Bidder undertakes to keep the Bank indemnified and save harmless the Bank from any and all claims, losses, penalties, damages etc., on account of any deficiency in respect of stamp duty payable on the Sale Certificate which shall be executed in favour of the Successful Bidder/Purchaser by the Bank for sale of the Secured Asset under provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Rules made thereunder.
19. The Bidder(s), in order to protect his/their individual interests is/are advised to verify the Secured Asset, conduct due diligence at his/their own costs in respect of the same, as well as ascertain the known and unknown liabilities, encumbrances and any other dues from the concerned authorities or stakeholders/claimants to their satisfaction before submitting the Offers. Any Offer made shall be deemed to have been submitted after complete satisfaction of title (including mortgage / charge of the Bank) of the property / Secured Asset and / or all claims there against and after due & proper inspection of the Secured Asset and hence the Bidder(s) shall not be entitled to make any requisition or raise any query/objection vis-à-vis Authorised Officer/ Bank as to the

title (including mortgage / charge of the Bank) or condition of the Secured Asset or any part thereof or any dues / taxes / levies irrespective as to whether disclosed or undisclosed.

20. It is presumed and understood that by submitting the Bid, the Bidder has made his/their own independent assessment, due-diligence, legal and otherwise of the Secured Asset and their condition and has sought independent professional, financial and legal advice.
21. Conditional Bid may be treated as invalid and contingent Bid shall be treated as invalid.
22. The Successful Bidder shall be bound by the regulations of the local / any other authority, as applicable with regard to the use of the Secured Asset in question.
23. The Bidder shall not be entitled to withdraw or cancel Bid once submitted.
24. The Authorised Officer reserves its right to reject any or all Bid(s) without assigning any reason and in case all the Bid(s) are rejected, either to hold negotiations with any of the Bidder or sell the assets through private negotiations with any of the Bidder or any other party/parties or invite fresh Bids or through any other process. The Authorised Officer also reserves its right to cancel this sale process at any stage before confirmation of the sale and in that event, in his/her absolute discretion, to follow a different method for conduct of sale to realize highest sale value of the Secured Asset or to adopt or resort to any other remedy available to it for recovery of its dues. Upon such action on the part of the Authorised Officer, the Bidders shall not be entitled to claim any interest, compensation or damage on any ground whatsoever from the Authorised Officer or the Bank. The Bank's decision in this behalf shall be final and binding on all the Bidders.
25. In case, only single bid is submitted for abovementioned Secured Asset then Authorised Officer/ Axis Bank, at its sole discretion, may declare such bidder as Successful Bidder.
26. 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 Bids, including fees and expenses of its own advisors, if any, shall be borne and paid by such Bidder, whether its Bid is accepted or rejected for any reason, and the Bank does not assume any liability whatsoever in this connection.
27. If the dues of the Bank secured by the assets put up for sale together with all costs, charges and expenses incurred by the Bank are tendered to the satisfaction of the Bank by or on behalf of the Borrower at any time before the date fixed for e-auction/sale or transfer of the Secured Asset, the assets in question shall not be sold or transferred.
28. The information in respect of the Secured Asset has 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. The Bidders are, therefore, requested to verify the same, in their own individual interests before submitting their Bids.
29. The Bidder shall furnish to the satisfaction of the Bank, particulars for the purpose of KYC norms, information regarding the source of its funds and such other information as the Authorised Officer may require in the context of the Bid / sale. Any falsehood, inaccuracy or incompleteness in this regard in any respect by a Bidder, shall lead to disqualification of such Bidder.

30. Removal of encroachments and/or unauthorized tenants/constructions, if any, on the Secured Asset as also resolution of the pending litigation including title dispute, if any, in respect of the Secured Asset shall be the sole responsibility of the successful Bidder and the Bank does not undertake any responsibility in this regard.
31. Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transportation, demarcation in respect of any action related to Secured Asset and any other incidental expenses including insuring labourers for the same shall be borne by the Successful Bidder and the Bank shall not be liable for the same.
32. The Authorised Officer shall be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in the light of the facts and circumstances of the case.
33. All payments to be made to the Bank with respect to the Bid/ proposed sale / sale shall be made in favour of "Axis Bank Ltd." by way of a pay order / demand draft drawn on a Scheduled Bank, or by electronic means like RTGS/SWIFT transfer.
34. Disputes, if any, shall be subject to jurisdiction of Mumbai Courts/ Tribunals only.
35. Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.
36. Intending bidders may avail training for online bidding from M/s. e-Procurement Technologies. Ltd., B/704, Wall Street - 2, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006, Gujarat.: 079-40230 810/811/804; Contact Persons: Mr Hardik – 9265562821/079- 68136837, Mr. Gnanprakash – 9265562818/ 079-68136880 , support@auctiontiger.net

Sd/  
**Authorised Officer**  
**Axis Bank Ltd.**

## Annexure – I

### **DRAFT SALE CERTIFICATE**

(Appendix V and Rule 9(6) of Security Interest (Enforcement), Rules, 2002)

Whereas

The undersigned being the Authorised Officer of Axis Bank Ltd. and having its Registered Office at Trishul, 3<sup>rd</sup> Floor, Opp. Samartheshwar Temple, Near Law Garden, Ellis Bridge, Ahmedabad-380006 and having its Corporate Office and Structured Assets Group at 7<sup>th</sup> "Axis House" C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai 400 025 under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) and in exercise of the powers conferred under section 13 read with (rules 8 and 9) of the Security Interest (Enforcement) Rules, 2002 sold on behalf of Axis Bank Ltd. (Secured Creditor) in favour of \_\_\_\_\_(purchaser), the immovable property shown in the Schedule below secured in favour of Axis Bank Ltd. by \_\_\_\_\_ I (Name of the Borrowers) towards the financial facilities \_\_\_\_\_ (description) offered by Axis Bank Ltd. The undersigned acknowledge the receipt of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), the sale price in full and handed over the delivery and possession of the schedule property.

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 Creditor. The sale has been made subject to the terms and conditions mentioned in the **Schedule 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:

Sr. No.	Demand Draft No/ Pay Order No	Date	Amount (in Rs.)	Drawn on Bank (Branch)
1				
2				
3				
<b>TOTAL</b>				

The undersigned has handed over the delivery and possession of the property, as mentioned in **Schedule I**, to \_\_\_\_\_ (purchaser).

List of encumbrances:

The Secured Asset are sold strictly on "**As Is Where Is Basis**", "**As Is What Is Basis**", "**Whatever There Is Basis**" and "**No Recourse Basis**" with all known and unknown encumbrances (except the encumbrances and liabilities to the Secured Creditor in respect of the financial facilities including interest thereon as against the Schedule Property).

1) The Corporate Guarantor & Mortgagor - Synergyone Infrastructure & Project Pvt. Ltd. and others filed a Securitisation Application No. 294 of 2016 "SA" before the Hon'ble Debts Recovery Tribunal, Bangalore against SARFAESI action initiated by Axis Bank Ltd. The said SA was dismissed vide order dated May 05, 2018. The Misc. Application ("MA") for recalling the order dated May 05, 2018 is filed by

Corporate Guarantor & Mortgagor - Synergyone Infrastructure & Project Pvt. Ltd. The said MA is pending and coming up for hearing on February 08, 2021.

2) The Corporate Guarantor & Mortgagor - Synergyone Infrastructure & Project Pvt. Ltd. had filed a Writ Petition No. 26085 of 2015 before the Hon'ble High Court of Karnataka at Bengaluru. The said Writ Petition was disposed off vide order dated September 08, 2015.

3) The Axis Bank Ltd. had filed a Company Petition No. 597 of 2016 against the borrower i.e. M/s. Xeco Marketing Pvt. Ltd. (Formerly Known as Xeco Website Management Services Pvt. Ltd.) The said Company Petition was admitted on September 21, 2017 and Official Liquidator has been appointed and the Borrower is presently undergoing liquidation.

4) The Axis Bank Ltd. had filed a Original Application No. 124 of 2016 ("OA") against the borrower i.e. M/s. Xeco Marketing Pvt. Ltd. (Formerly Known as Xeco Website Management Services Pvt. Ltd.) & others for recovery of outstanding dues in Hon'ble Debts Recovery Tribunal-II, Mumbai. The said OA is pending for adjudication and was last listed on August 25, 2020 for final hearing, due to Covid situation next date is not notified.

5) The Corporate Guarantor & Mortgagor - Synergyone Infrastructure & Project Pvt. Ltd. had filed a Writ Petition No. 48811 of 2019 before the Hon'ble High Court of Karnataka at Bengaluru challenging last auction conducted in October 2019. The said Writ Petition was dismissed vide High Court order dated October 09, 2019.

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

DESCRIPTION OF THE SECURED ASSET CONSTITUTING SCHEDULE PROPERTY

All the piece and parcel of the property bearing Municipal No 32/I, together with structures standing thereon in Survey No 18/2 admeasuring about OA-12.04 Guntas and Survey No 18/3 admeasuring about OA-04 Guntas, totally admeasuring about OA 16-4 Guntas or 17,696 sq.ft. lying, being and situated at Village Venkatala, Yelahanka Hobli, Bangalore North Taluk and bounded as follows:-

On or Towards the East by Remaining Portion of same land; On or towards the West by Bangalore Bellary National Highway Road; On or towards the North by 30 feet wide Road & On or towards the South by Private Land. Together with structures standing thereon.

Out of 17,696 sq.ft. the 4,434 sq.ft. gone in road widening, thus 13262 sq.ft. physical possession is taken by the Authorised Officer on 24th May 2016 and now 13,262 sq.ft is put for sale through this notice.

Sd/-  
For and on Behalf of (Purchaser)

Sd/-  
Authorised Officer  
Axis Bank Ltd.



## Schedule II (Forming part of Sale Certificate)

### TERMS AND CONDITIONS

- 1) The Schedule Property is sold strictly on **“As Is Where Is Basis”, “As Is What Is Basis”, “Whatever There Is Basis” and “No Recourse Basis”**.

All liabilities, encumbrances, dues of authorities and departments, statutory or otherwise, Society dues and any other dues (by whatever name called in whichever form, mode, manner), if any, in respect of the Schedule Property and if payable in law and/or attachable to the Schedule Property /sale proceeds, shall be the sole responsibility and to the account of the Purchaser. Accordingly, the sale proceeds arising out of the sale hereunder shall not be available for payment of any such aforesaid liabilities, encumbrances, dues etc. and the sale proceeds shall be exclusive of all such liabilities, encumbrances, dues, (by whatever name called) whether known or unknown. The Schedule Property is sold with all known and unknown encumbrances, if any, except the encumbrance by way of mortgage / charge and liabilities to the Bank in respect of the Financial Facilities as against the Schedule Property.

- 2) All costs, expenses, taxes relating to or incidental to the sale and / or transfer of the Schedule Property including but not limited to charges with respect to adjudication of stamp duty, payment of stamp duty, registration charges, cess, sales tax and excise / VAT / GST (as applicable), transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Schedule Property and further documentation charges including but not limited to conveyance, stamp duty, fees/charges/premium payable to Housing Society etc. shall be borne by the Purchaser.
- 3) The Purchaser hereby gives an indemnity and accordingly shall keep the Bank 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 the Bank for the enforcement of this indemnity), which the Bank 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 Property as also on account of any deficiency in respect of stamp duty payable on the Sale Deed/Certificate which has been executed in favour of the Purchaser by the Bank for sale of the Schedule Property under provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Rules made thereunder.
- 4) The Purchaser shall be bound by the regulations of the local / any other authority, as applicable in regard to the use of the Schedule Property. Procurement of any permission/license/approvals etc. from any person / department / authority / Government etc. in respect of the Schedule Property shall be the responsibility of the Purchaser.
- 5) Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transporting demarcation, in respect of any action related to Schedule Property and any other incidental expenses including insuring labourers for the same shall be borne by the Purchaser and the Bank shall not be liable for the same.

- 6) 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.
- 7) The Purchaser shall not have any Claim whatsoever against the Bank with respect to the purchase of the Schedule Property or any matter incidental thereto including liabilities, encumbrances, dues, claims, taxes etc. which may exist or arise with respect to the purchase transaction / Schedule property.
- 8) All other terms and conditions mentioned in Bank's Tender Document dated **12<sup>th</sup> November, 2020** shall form integral part of this Sale Certificate.
- 9) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.

Sd/-  
For and on Behalf of (Purchaser)

Sd/  
Authorised Officer  
Axis Bank Ltd

**ANNEXURE – I**

**BID / OFFER FORM**

Date : \_\_\_\_\_

**AXIS BANK LIMITED**  
**Corporate Office**  
**“Axis House” C-2, Wadia International Centre**  
**Pandurang Budhkar Marg**  
**Worli, Mumbai - 400 025**

Dear Sirs,

**Re: Offer for purchase of secured Assets of “Xeco Marketing Private Limited”, pursuant to the Auction / Sale Notice published in Free Press Journal and Navshakti in Mumbai Edition on 12<sup>th</sup> November, 2020 and The Hindu and Udayavani in Bengaluru edition dated 13<sup>th</sup> November, 2020 and Tender Document issued by Axis Bank Ltd.**

1.	Name of the Borrower	<b>Xeco Marketing Private Limited</b> (Formerly Known as Xeco Website Management Services Pvt. Ltd.)
2.	Description of the Secured Assets	All the piece and parcel of the property bearing Municipal No 32/1, together with structures standing thereon in Survey No 18/2 admeasuring about OA-12.04 Guntas and Survey No 18/3 admeasuring about OA-04 Guntas, totally admeasuring about OA 16-4 Guntas or 17,696 sq.ft. lying, being and situated at Village Venkatala, Yelahanka Hobli, Bangalore North Taluk and bounded as follows:-  On or Towards the East by Remaining Portion of same land; On or towards the West by Bangalore Bellary National Highway Road; On or towards the North by 30 feet wide Road & On or towards the South by Private Land. Together with structures standing thereon.  Out of 17,696 sq.ft. the 4,434 sq.ft. gone in road widening, thus 13262 sq.ft. physical possession is taken by the Authorised Officer on 24th May 2016 and now 13,262 sq.ft is put for sale through this notice.
3.	Name of the Bidder	

4.	Address of Bidder				
5.	Contact No of Bidder				
6.	Email ID				
7.	Name and contact details of authorized person representing the Offeror (If so/any)				
8.	Details of Earnest Money Deposit (EMD)			EMD Details as below:	
	D.D/ P.O No.	Date	Amt (Rs.)	Bank Name	Branch
9.	Reserve Price			Rs..11, 80,00,000/-	

I/We, the Offeror /Bidder, confirm that:

- a. The sale of the Secured Assets by Axis Bank shall be under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with the Security Interest (Enforcement) Rules, 2002.
- b. The assets are being purchased by us on "As Is Where Is Basis", "As Is What Is Basis" and "Whatever There Is Basis".
- c. I / we have perused the relevant papers, documents etc. furnished by Axis Bank as more particularly described in **Annexure I-A** hereto.

OR

I / we have in my / our sole discretion decided not to peruse the relevant papers, documents etc. However, I undertake and confirm not to raise any claims, contentions etc. against Axis Bank / Authorised Officer in this regard and my / our Offer is not conditional and shall not be withdrawn for whatsoever reason and if the same is accepted by you shall be binding on me / us.

**(To be Strike off, as applicable)**

- d. I / We have done necessary legal, technical and financial due diligence with respect to the Secured Assets and the Offer is being submitted after due consideration of relevant facts and commercial aspects and not merely based on the information provided by or representations, if any, made by Axis Bank / Authorised Officer.
- e. I / We have satisfactorily inspected the Secured Assets.
- f. I am / we are legally eligible to enter into necessary agreement / contract.

- g. I/We have read the entire terms and conditions of the Tender Document and understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions. The purchase of the Secured Assets by me / us is on the terms and conditions of the Tender Document. Enclosed please find the Tender Document with all pages duly signed by me / us in token of acceptance of the terms and conditioned mentioned in the Tender Document.
- h. The information revealed by me/us in the Offer is true and correct. 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 bid submitted by me/us is liable to be rejected. Axis Bank will be at liberty to annul the Offer / Acceptance at any point of time. I/We also agree that after my/our Offer for purchase of the Secured Assets is accepted by Axis Bank and I/we fail to accept or act upon the terms & conditions of the Offer or am /are not able to complete the transaction within the time limit specified in the Offer confirmation letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions, the Earnest Money Deposit and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited by Axis Bank and that Axis Bank has also a right to proceed against me/us for specific performance of the contract, if so desired by Axis Bank.

Copy of my / our PAN card is enclosed herewith.

Yours faithfully,

For \_\_\_\_\_

**Signature of Bidder**

**Annexure I-A**

**LIST OF DOCUMENTS INSPECTED**



