ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED

A-270, (First & Second Floor), Defence Colony,
New Delhi-110024

BID DOCUMENT

For

Public Auction Sale of Secured Asset(s) in the account of
MMS Creations Private Limited (Borrower)

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

Alchemist Asset Reconstruction Company Limited
A-270 (F.F.) (S.F.) Defence Colony New Delhi

INDEX

CONTENTS

Alchemist Asset Reconstruction Company Limited
A-270
(F.F.) (S.F.)
Defence Colony
New Delhi

I. **E-Auction Sale Notice**

ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED
(TRUSTEE OF ALCHEMIST XXV TRUST)
A-270 (FF & SF), DEFENCE COLONY, NEW DELHI-110 024, TEL.: 91-11-46562580 - 83
FAX: 91-11-46562584, EMAIL: admin@alchemistarc.com, WEB: www.alchemistarc.com

AUCTION SALE NOTICE

(Please see Rule 8(6) & Rule 9 of the Security Interest (Enforcement) Rules, 2002 Appendix IV A)

E-Auction Sale Notice for Sale of Immovable Secured Asset (hereinafter referred to "Secured Asset") under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "the SARFAESI Act, 2002") read with Rule(s) 8(6) & Rule 9 of the Security Interest (Enforcement) Rules, 2002

Notice is hereby given to the public in general and in particular to the borrowers/ promoters/ mortgagors/ guarantors in the loan account of **MMS Creations Private Limited (hereinafter the "Borrower Company")** that the below described Secured Asset, mortgaged to the original lender, Bank of India (Assignor); which subsequently assigned its rights, titles and interests in favour of Alchemist Asset Reconstruction Company Limited (AARC) **(hereinafter referred to as the "Secured Creditor")** (acting as Trustee of the Alchemist XXV Trust under the relevant provisions of the SARFAESI Act, 2002 and allied laws vide Assignment Agreement dated 10.01.2014, the constructive/ symbolic possession of which was secured by AARC under the provisions of Section 13(4) of the Securitisation and Reconstruction of Financial Asset and Enforcement of Security Interest Act, 2002 on 23.12.2019; will be sold through E-Auction, on **"As is where is", "As is what is", "Whatever there is" and "no recourse"** basis on **14.09.2026** for recovery of *₹13,63,59,776/- (Rupees Thirteen Crores Sixty-Three Lakhs Fifty-Nine Thousand Seven Hundred and Seventy-Six Only)* calculated as on 27.05.2015 *together with further interest and other charges* as per the Recovery Certificate No. 18/2017 issued on 19.01.2017 in OA/249/2015 before DRT-II, Delhi which is due to the Secured Creditor from *the Borrower, MMS Creations Pvt. Ltd. and the Guarantors, Ms. Manju Modi, Mr. Ram Chand Tiwari and Mr. Rakesh Satyanaryan Pandey.* The under-mentioned Secured Asset will be sold by way of "Online E-Auction" through E-Auction Agency, C1 India Pvt. Ltd., at their website/portal i.e. https://www.bankeauctions.com, on the date & time mentioned herein below with unlimited auto extension of five (5) minutes each if enhanced bid is made before close of e-Auction.

DESCRIPTION OF SECURED ASSET		
Sr. No.	**Secured Asset**	**Particulars**
1.	Survey No. 29, Hissa No. 3/3 at Village Dhaniv, Nalla Sopara, Taluka Vasai, Distt. Thane, Maharashtra in the name of M/s MMS Creations Pvt. Ltd. measuring 5300 sq. mts. (0-53-0-H.R. Assess 1.00 pais) (57048.73 sq. ft.) (53 Gunta) Coordinates: 19.436064, 72.861782	Date of E-auction: **14/09/2026** Time of E-auction: 11:30 am to 12:30 pm Reserve Price: **₹9,54,00,000/-** Earnest Money Deposit (EMD): **₹95,40,000/-** Bid Increment: ₹10,00,000/-

The Sale will be done by the undersigned through e-auction platform provided at Web Portal: https://www.bankeauctions.com.
The attention of all interested parties is invited to the provisions of sub-section (8) of Section 13 of SARFAESI Act, 2002 regarding time available with the borrowers/ guarantors/ mortgagors, etc. to redeem the Secured Asset. Borrowers/ Promoters/ Mortgagor(s)/ Guarantor(s) may also treat this notice as 30 days Sale Notice (in terms of Rules 8(6) of the Security Interest (Enforcement) Rules, 2002), as applicable and are hereby given a last and final opportunity to discharge the liability in full on or before **09/09/2026** failing which the Secured Asset will be sold as per this Sale Notice and Terms and Conditions of Sale published in the link provided below. For Encumbrances, bidder(s) is/are advised to see Bid Document. A person is not entitled to submit a bid if such person, or any other person acting jointly or in concert with such person ineligible as per the Section 29A of Insolvency Bankruptcy Code, 2016 and all bidders shall be required to submit a Notarised Undertaking with all their KYC, declaring and confirming that bidder does not have any kind of relationship (professional/personal), with Borrower/Promoters/Guarantors/Mortgagors (draft given in Bid Document).
For participation in the Auction Sale, any bidder, desirous of participating in the auction sale shall be required to collect the Bid Document either from the office of Secured Creditor at A-270, First & Second Floor, Defence Colony, New Delhi-110024 or by request to AO via email on working days from **10/08/2026** to **10/09/2026** between 10:30 AM to 5:30 PM or download from the link below. " The secured asset is demarcated but not fenced and also not in physical possession of AARC ". Any persons/ bidders can inspect the Secured Asset from **10/08/2026 to 13/09/2026**. Bidder shall upload duly executed Bid Form, Undertaking, Declaration with EMD details & KYC on Web Portal: https://www.bankeauctions.com and submit original Bid Form, Undertaking, Declaration with EMD details & KYC to the AO on or **before 11/09/2026 till 5:00 PM**. This is without prejudice to any other rights available to Secured Creditor under the SARFAESI Act, 2002 and/or any other law. Since, Alchemist XXV Trust is a Securitisation Trust, thus, it is not liable for TDS as per CBDT Notification No. 46/2016 F. No. 275/16/2016 – IT (B), dt. 17-06-2016. The Purchaser(s) shall have to pay, in addition to the Bid amount applicable GST to the Secured Creditor on the bid amount at applicable rate and in case, any authority in future held that the GST paid is lesser than the payable amount then such purchaser(s)/bidder(s) shall have sole responsibility and obligation to pay the deficient GST with penalty etc., if any.
The sale is strictly subject to the conditions incorporated in this Auction Sale Notice and in the Terms & Conditions of Sale, published in the **Link** mentioned below. For detailed terms and conditions of the sale, please visit the **Link** {*www.alchemistarc.com* and click on *LIVE AUCTIONS* tab under ASSETS tab}. For any clarification/information, interested parties may contact the AO at telephone numbers – 011 – 46562580-81-82-83 or email at admin@alchemistarc.com.

Place: New Delhi **Sd/-**
Date: 10/08/2026 **(Authorised Officer)**

Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

II. TERMS AND CONDITIONS OF E- AUCTION SALE

1. The Alchemist XXV Trust acting through its Trustee, Alchemist Asset Reconstruction Company Limited (hereafter the "**Secured Creditor**") has taken physical possession of the Secured Asset described in the schedule herein under SARFAESI Act, 2002 and RDB Act, 1993 mortgaged in the loan account of M.M.S. CreationsPvt. Ltd., a company registered under the Companies Act, 1956 having its Registered Office at P-32, LGF, Part-II (South Extension), New Delhi - 110049 (hereinafter referred to as the "**Borrower Company"**). The borrower company (CIN U74140DL2009PTC197266) is an inoperative private limited company incorporated on December 22, 2009 and is promoted by Ms. Manju Modi, Mr. Ram Chand Tiwari and Mr. Rakesh Satyanaryan Pandey.
2. The e-Auction is being held on "As Is Where Is", "As Is What Is", "Without Recourse Basis" and "on no recourse basis". The Bidder/s has to satisfy himself about the details of Secured Asset before submitting their bids/taking part in e-auction sale proceedings. The bidder/ purchaser should make their own inquiries regarding any statutory liabilities, arrears of tax, arrears of stamp duty, claims etc. by themselves before making the bid. The Authorised Officer/Secured Creditor does not undertake any responsibility to procure any permission/license, NOC etc. in respect of any of the Secured Asset offered for sale or for any dues like outstanding water/service charges, transfer fees, electricity dues, dues of the Municipal Corporation/ local authority/ or any other dues, taxes, levies, fees/transfer fees if any, in respect of and/or in relation to the sale of the said Secured Asset.
3. The Successful Bidder has to comply with the provisions of applicable taxation laws regarding purchase of Secured Asset & to pay the applicable tax to the authorities as per applicable rates. Further, to the best of knowledge and information of the Authorised Officer, there is no encumbrance known to the Authorised Officer, apart from what has been specifically mentioned herein, on any of the Secured Asset. Additionally, the secured asset is also <u>not</u> demarcated and <u>not</u> in physical possession of AARC. However, the intending bidders should make their own independent inquiries regarding the encumbrances/ claims/ rights/ dues/ attachment(s) effecting the Secured Asset, prior to submitting their bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Secured Creditor. The Secured Asset is being sold with all the existing and future encumbrances whether known or unknown to the Secured Creditor. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third-party claims/ rights/ dues/outstanding statutory dues/taxes etc.
4. A person is not entitled to submit its bid if such person, or any other person acting jointly or in concert with such person are ineligible as per the Section 29A of Insolvency Bankruptcy Code, 2016 and all bidders shall be required to submit a Notarized Declaration cum Undertaking with all their KYC, declaring and confirming that bidder do not have any kind of relationship (professional/personal), with the Borrower Company/ Promoters/ Guarantors/ Mortgagors, etc.
5. It is expressly stipulated that there are no implied obligations on the part of the AO or the secured lender and it shall be solely the obligation of the successful bidder, at his/her cost, to do all acts, things and deeds whatsoever for the completion of the sale including payment of all statutory liabilities/ tax/ maintenance fee/ electricity/ water charges etc., outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder to get the assets transferred in his /her/their name. The Secured Creditor does not take any responsibility to provide information on the same.
6. It shall be the responsibility of the bidder(s) to inspect and satisfy himself/herself/themselves about the asset and specification before submitting the bid. The inspection of Secured Asset(s) put on auction will be permitted to interested bidders between on **10/08/2026 to 13/09/2026** between 10:30 am to 5:30 PM.
7. For participating in the e-auction process, the interested bidders shall have to get themselves registered at Web Portal: <u>https://www.bankeauctions.com</u> and obtain the user ID & Password (the user ID & Password can be obtained free of cost by registering name with <u>https://www.bankeauctions.com</u>).
8. After Registration (One Time) by the bidder in the Web Portal, the intending bidder/ purchaser is required to get the copies of the following documents uploaded in the Web Portal before the Last Date & Time of submission of the Bid Documents without which the Bid is liable to be rejected viz.
   i. Copy of the NEFT / RTGS Challan or Copy of Demand Draft;
   ii. Self-attested copy of PAN Card of bidder/s;
   iii. in case of company, Board Resolution, MOA and AOA and self-attested copy of PAN of the company;
   iv. Self-attested copy of Identification/ Address Proof (KYC) viz. self-attested copy of Voter ID Card/ Driving License/ Passport/ Ration Card/ Aadhar etc.;
   v. Auction Bid Form with Declaration by the Bidder [form of undertaking attached];
   vi. Notarised Disclosure & Undertaking Cum Declaration by the Bidder confirming that bidder does not have any kind of relationship (professional/personal), with the Borrower Company/ its Promoters/Guarantors/Mortgagors and is not ineligible under Section 29A of IBC. [format of undertaking attached].

9. The EMD shall be payable through NEFT/ RTGS in the following Account with- **Axis Bank Limited, having its branch at Defence Colony, New Delhi bearing Account No. 913020026806894, Name of the A/C: Alchemist-XXV TRUST, IFS Code: UTIB0000357 or by way of Demand Draft / Pay Order drawn in**

Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

favour of **'ALCHEMIST-XXV TRUST' & addressed to Authorised Officer, Alchemist Asset Reconstruction Company Limited, A-270 (FF & SF), Defence Colony, New Delhi-110024**. The NEFT/RTGS shall only be done from the account of the intending bidder(s) and the details of which shall be mentioned in the web portal. DD/Pay order drawn in favour of **'ALCHEMIST-XXV TRUST'** to be drawn on any scheduled commercial Bank. After uploading the details/copy of challan/DD and other documents as mentioned in the point no. 8 above, the Bidder(s) shall submit/deposit the copy of challan/original DD/ along original Bid Form, self-attested KYC, undertaking etc. with the Authorised Officer on /or before **11/09/2026** till 05.00 PM at **Alchemist Asset Reconstruction Company Limited, A-270 (FF & SF), Defence Colony, New Delhi-110 024**.

10. The submission of the Bid/Offer means and implies that the Bidder/Offeror has unconditionally and irrevocably agreed to and accepted all the terms and conditions of the Bid/Offer laid down herein.

11. If the entire outstanding dues of Secured Creditor together with all interests, costs, charges and expenses are paid by the Borrower Company or co-borrowers/ promoters/ guarantors, etc. at any time on or before the sale, the sale of Secured Asset may be cancelled by the AO.

12. The interested bidders who require assistance in creating Login ID & Password, uploading data, submitting bid, training on e-bidding process etc., may contact **M/s. C1 India Pvt. Ltd., Helpline Nos : 0124-4302020/21/22/23/24, Mr. P. Dharani Krishna Mobile : 9948182222, Help Line e-mail ID: support@bankeauctions.com, dharani.p@c1india.com** and for any property/ Secured Asset(s) related query may contact **Authorised Officer at Phone No. 91-11-46562580-83, 9948182222 e-mail ID: admin@alchemistarc.com**, during the working hours from Monday to Friday.

13. Only bidders holding valid User ID/ Password and confirmed payment of NEFT/RTGS shall be eligible for participating in the e-Auction process.

14. The bidders are not permitted to withdraw their bids once the EMD is deposited. Further, in the Event of non-participation of more than one bidder in each lot and consequent failure of auction for the want of bid, the EMD of such bidder(s) shall be forfeited.

15. During the Online Inter-se Bidding, Bidder can improve their Bid Amount as per the 'Bid Increase Amount' mentioned in the "E-Auction Sale Note" or its multiple and in case bid is placed during the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes (each time till the closure of e-Auction process), otherwise, it'll automatically get closed. The bidder who submits the highest bid amount (not below the Reserve Price) on the closure of the e-Auction Process shall be declared as a Successful Bidder by the concerned Authorised Officer of the Secured Creditor, after required verification.

16. The prospective qualified bidders may avail online training on e-Auction from **M/s. C1 India Pvt. Ltd.** prior to the date of e-Auction i.e. **14.09.2026**. Neither the concerned Authorised Officer nor Secured Creditor nor M/s. C1 India Pvt. Ltd. shall be liable for any Internet Network problem and the interested bidders are required to ensure that they are technically well equipped for participating in the e-Auction event.

17. The EMD of successful H1 bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded within 7 working days from the date of auction and after receiving self-attested copy of PAN, identity proof and details of bank account along with its statement from which the EMD was paid. The EMD shall not bear any interest. The successful bidder shall have to deposit 25% of the sale price, adjusting the EMD already paid, immediately i.e. on the same day or not later than next working day i.e. **15.09.2026**. Further, the balance 75% of the sale price shall be required to be paid within 15 days from the date of confirmation of sale or such extended period as agreed upon in writing by and solely at the discretion of the Authorised Officer. In case of default or non-adherance to the aforesaid timelines in payment by the successful bidder, the amount already deposited by the bidder shall be liable to be forfeited and Authorised Officer shall further proceed for disposal of Secured Asset as per powers conferred upon him/her by the SARFAESI Act, 2002 and Security Interest (Enforcement) Rules, 2002.

18. The bidders are advised to go through the detailed Terms & Conditions of e-Auction available on the Web Portal of **M/s. C1 India Pvt. Ltd., https://www.bankeauctions.com** and **www.alchemistarc.com** before submitting their bids and taking part in the e-Auction.

19. Any issue with regard to connectivity during the course of bidding online shall be the sole responsibility of the bidder and no claim in this regard shall be entertained. The intending bidders should register their name at **https://www.bankeauctions.com** and get user-id and password free of cost prior to the date of e-auction i.e. **14.09.2026**. Bidders who are holding valid ID & Password provided by **M/s. C1 India Pvt. Ltd.** for this auction after due verification of PAN & KYC are allowed to participate in online e-auction on the above portal.

20. Bidding in the last moment should be avoided in the bidders' own interest as neither the Alchemist XXV Trust or its trustee, Alchemist Asset Reconstruction Company Limited or the Authorised Officer nor the Service Provider will be responsible for any lapse/failure (Internet failure/power failure etc.). In order to ward-off such contingent situations' bidders are requested to make all necessary arrangements/ alternatives such as power supply back-up etc., so that they are able to circumvent such situation and are able to participate in the auction successfully.

21. The aforesaid secured asset put on e-auction will not be sold below the Reserve Price. The Authorised Officer is not bound to accept the highest offer and the Authorised Officer has the absolute right to accept or reject any or all offer(s) or adjourn/ postpone/ cancel the e-Auction without assigning any reason thereof.

Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

22. On confirmation of sale by the Secured Creditor and if the terms of payment have been complied with, the concerned Authorised Officer exercising the power of sale shall issue Sale Certificates for the Secured Asset in favour of the Purchaser(s) in the form given in Appendix III or Appendix IVA, as may be applicable, of the Security Interest (Enforcement) Rules, 2002. 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).

23. The purchaser shall bear the applicable stamp duties/ additional stamp duty/ transfer charges, GST, fee, etc. and also all the statutory/ non-statutory dues, taxes, rates, assessment charges, fees etc. payable to any authority/ entity/ individual etc. in respect of the said property.

24. On issuance of Sale Certificate by the Authorized officer of the **Secured Creditor**, the sale shall be deemed to be complete and no claims shall be entertained by **Alchemist XXV Trust or by its trustee, Alchemist Asset Reconstruction Company Limited or by the Authorised Officer.**

25. Nothing in this notice constitutes or will be deemed to constitute any commitment or representation on the part of Alchemist XXV Trust or its trustee **Alchemist Asset Reconstruction Company Limited or Authorised Officer** to sell the Secured Asset. The Secured Creditor reserves the right to cancel the sale for any reason it may deem fit or even without assigning any reason and such cancellation shall not be called in question by the bidders.

26. The purchaser(s) will be required to bear all the necessary expenses like stamp duty, registration expenses, GST, etc. for transfer of asset in his/her name.

27. The Authorised Officer shall be under no obligation to extend the time frame referred to in this Document. No extension of any timeline referred in this Document will be granted on the basis or grounds that the Authorised Officer has not responded to any question or provided any clarification. However, the Authorised Officer may in its sole discretion change or extend any timeline indicated in this Document and the same shall be binding on all Bidders.

28. All disputes arising amongst the parties shall be resolved amicably by mutual consultation amongst the parties. Disputes which could not be settled by mutual negotiation shall be finally settled by Arbitration in New Delhi in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The Chief Operating Officer of the SECURED CREDITOR or such other person as may be appointed by the SECURED CREDITOR shall be the Sole Arbitrator. The language for arbitration shall be English.

Alchemist Asset Reconstruction Company Limited
A-270
(F.F.) (S.F.)
Defence Colony
New Delhi

III. Background

MMS Creations Private Limited (CIN U74140DL2009PTC197266) (MMSCPL) is a private limited company incorporated on December 22, 2009. MMSCPL was promoted by Ms. Manju Modi and Mr. Rakesh Satyanarayan Pandey and engaged in manufacturing of garments and carpets. MMSCPL had taken various credit facilities from Bank of India (BOI) in the form of fund based and non-fund-based facilities. Due to mismanagement, MMSCPL defaulted in paying the instalment and service the interest. In view of the continuing default in payments, the account of MMSCPL was declared as NPA on 30.06.2012 by BOI. Thereafter, the Financial Asset was acquired by Alchemist Asset Reconstruction Company Limited (AARC) acting in its capacity as the trustee of Alchemist XXV Trust from BOI vide Assignment Agreement dated 10.01.2014 together with all rights, titles, interest, claims, receivables, guarantees and security interest created thereon.

Thereafter, BOI issued Demand Notice under section 13(2) of the SARFAESI Act, 2002 dated 06.07.2012 to MMSCPL claiming an amount of ₹9,43,06,392.77/- as on 30.06.2012 together with future interest and charges thereon, till realisation, which is secured against the mortgage properties. Further, AARC also issued a Demand Notice under section 13(2) of the SARFAESI Act, 2002 dated 26.08.2014 to the borrowers. Despite the aforesaid demands of the said amounts, MMSPL and its guarantors failed to re-pay the same pursuant thereto, AARC took Symbolic Possession of the Secured Asset under section 13(4) of the SARFAESI Act, 2002 read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 on 23.12.2019.

Now, the Secured Asset (more particularly described in the E-Auction Sale Notice is being sold on the dates as mentioned therein, through E-Auction Sale by the Authorised Officer of **Secured Creditor under** as per the provisions of the SARFAESI Act, 2002 read with proviso to Rule 6 of the Security Interest (Enforcement) Rules, 2002.

Alchemist Asset Reconstruction Company Limited
A-270
(F.F.) (S.F.)
Defence Colony
New Delhi

IV. DETAILS OF SECURED ASSET, RESERVE PRICE, EMD & BID INCREMENT:

DESCRIPTION OF SECURED ASSET		
Lot No.	**Secured Asset**	**Particulars**
1.	Survey No. 29, Hissa No. 3/3 at Village Dhaniv, Nalla Sopara, Taluka Vasai, Distt. Thane, Maharashtra in the name of M/s MMS Creations Pvt. Ltd. measuring 5300 sq. mts. (0-53-0-H.R. Assess 1.00 pais) (57048.73 sq. ft.) (53 Gunta) Coordinates: 19.436064, 72.861782	Date of E-auction: **14/09/2026** Time of E-auction: 11:30 am to 12:30 pm Reserve Price: **₹9,54,00,000/-** Earnest Money Deposit (EMD): **₹95,40,000/-** Bid Increment: ₹10,00,000/-

V. OUTSTANDING DUES & ENCUMBRANCES

₹13,63,59,776/- (Rupees Thirteen Crores Sixty-Three Lakhs Fifty-Nine Thousand Seven Hundred and Seventy-Six Only) calculated as on 27.05.2015 together with further interest and other charges as per the Recovery Certificate No. 18/2017 issued on 19.01.2017 in OA/249/2015 before DRT-II, Delhi.

Encumbrances:

- No encumbrances are known to the Secured Creditor.
- The property is demarcated but not fenced and AARC only holds symbolic possession of the secured asset.

Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

VI Forms

A - Auction Bid Form with Declaration by the Bidder.
B - The Disclosure & Undertaking Cum Declaration by the Bidder.
C - Form of the Sale Certificate with Terms & Conditions.

ISSUED BY AUTHORISED OFFICER,
ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED,
(TRUSTEE OF ALCHEMIST XXV TRUST)
A-270 (FF & SF), DEFENCE COLONY, NEW DELHI-110 024,
TEL.: 91-11-46562580 – 83 FAX: 91-11-46562584.
EMAIL: admin@alchemistarc.com

Alchemist Asset Reconstruction Company Limited ★ A-270 (F.F.) (S.F.) Defence Colony New Delhi

A: AUCTION BID FORM AND DECLARATION BY THE BIDDER

To,

AUTHORISED OFFICER,
ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED,
(TRUSTEE OF ALCHEMIST XXV TRUST)
A-270 (FF & SF), DEFENCE COLONY, NEW DELHI-110 024,
TEL.: 91-11-46562580 – 83 FAX: 91-11-46562584.
EMAIL: admin@alchemistarc.com

SUBJECT: PUBLIC AUCTION SALE OF SECURED ASSET OF M. M. S. CREATIONS PRIVATE LIMITED (BORROWER) WITH RESPECT SECURED DEBT UNDER SECURITY INTEREST (ENFORCEMENT) RULES, 2002

I/We, the bidder's / do hereby state that, I/we have read the Bid Document and the terms and conditions of Auction Sale and the respective advertisement and understood them fully. I/We hereby unconditionally agree to conform with and to be bound by the said conditions. My/Our offer for purchase of the Secured Asset as appearing in the Bid Document is as under:

Name of Bidder(s)	
Authorised Signatory (in case of company/firm)	
Father's / Husband's Name	
Date of Birth/Date of Incorporation	
Address of the Bidder Office / Residence (attested proof enclosed as Annexure _____)	
Identification Proof enclosed (attested)	PAN Card / Passport / Voter ID Card/ Driving License etc.
Phone Nos.	Landline: Mobile. Fax.
E-Mail ID of Bidder	

Details of Property for which EMD is being submitted with EMD Details: (please fill details against the property for which EMD is/are being submitted and mention "Not Applicable" against all other.

Lot No.	Secured Asset	EMD Amount
1	Survey No. 29, Hissa No. 3/3 at Village Dhaniv, Nalla Sopara, Taluka Vasai, Distt. Thane, Maharashtra in the name of M/s MMS Creations Pvt. Ltd. measuring 5300 sq. mts. (0-53-0-H.R. Assess 1.00 pais) (57048.73 sq. ft.) (53 Gunta) Coordinates: 19.436064, 72.861782	Initial Bid Amount EMD Amount: RTGS/NEFT No. DD/ Pay Order No. Date: Drawn on: Payable at:

Date of submission of Auction Application:	

Alchemist Asset Reconstruction Company Limited * A-270 (F.F.) (S.F.) Defence Colony New Delhi

DECLARATION

I/we, the bidder/s, do hereby express my/our interest for participating in public auction being conducted by Alchemist XXV Trust acting through its trustee, Alchemist Asset Reconstruction Company Limited (hereinafter the "Secured Creditor"), for purchase of the Secured Asset' and declare that I have read, understood and agree to all the terms and conditions of Public Auction sale stipulated in the bid document and shall abide by them. In the event of my not being declared as successful bidder in the Public Auction, the EMD amount paid by me may be returned to me as per Bid terms of Bid Document.

Signature of the Bidder/
Authorized Signatory
(Mr./Ms.______________________________)

(Rubber stamp of the company/firm, if applicable)

Enclosures of Auction Form:

1) **Proof of EMD in case of DD/Pay Order:**
   a. Original DD/Pay Order No.________ Dated: ________ Drawn on Bank ____________ Payable at ____________
2) **Proof of EMD in case of RTGS/NEFT**:
   a. RTGS/NEFT number with proof of remittance of the EMD amount into the account stipulated in the Bid Document.
3) **Self-Attested Aadhar Card/Voter ID Card, PAN Card of bidder.**
4) **In case of Company or Firm** [strike-off whichever is not applicable]
   a. Certified copy of Certificate of Incorporation,
   b. Certified copy of Board Resolution,
   c. Copy of Partnership Deed in case of Partnership Firm.
   d. Authorisation letter in favour of one of the partners.
   e. Self-Attested Aadhar Card/Voter ID Card, PAN Card of Company and its authorised signatory.
5) **Signed Bid Document** [Bid Document signed by the tenderer on every page]

Note: In case of multiple bidders, the details shall be given in a tabular form on a separate sheet.

Alchemist Asset Reconstruction Company Limited
A-270
(F.F.) (S.F.)
Defence Colony
New Delhi

B - DISCLOSURE & UNDERTAKING CUM DECLARATION [FOR INDIVIDUAL]

(ON STAMP PAPER OF RS. 50/- or as applicable)

To
The Authorized Officer
Alchemist Asset Reconstruction Company Limited
(Trustee of Alchemist – XXV Trust)
A-270, First & Second Floor,
Defence Colony, Delhi – 110024.

SUB: DISCLOSURE & UNDERTAKING CUM DECLARATION BY THE BIDDER

FROM:

____________________S/o D/o____________________________ [PAN No] ___________, R/o ________________

____, hereby declare that:

A) I/we have gone through the Bid Documents, auction sale notice and terms & conditions of auction sale of the Secured Asset owned by and belonging to M.M.S. Creations Pvt. Ltd. mortgaged in the loan account of M.M.S. Creations Private Limited and hereby declare that:

1 Having fully examined and understood the terms and conditions of the Bid Document and condition and status of the Secured Asset for Sale, I/We offer to purchase the said "Secured Asset strictly in conformity with the Terms and Conditions of this Bid Document.

2 I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the Terms and Conditions of the Bid Document and acquisition of the "Secured Asset". I/We understand that should I/We fail to execute and perform the Terms and Conditions of the Bid Document when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.

3 I/We further understand that if my/our Bid/Offer is accepted, should I/We fail to deposit the balance amount of the sale price, the Earnest Money Deposit and any part of the sale price paid by me/us, shall also be forfeited, as laid down in the Terms and Conditions of the Bid Document.

4 I/We understand that you are not bound to accept the highest or any Bid/Offer you may receive. Further, I/We will not raise any objection in case the AO cancels this Bid and goes for sale of the Secured Asset by any of the modes as prescribed in the SARFAESI Act, 2002.

5 I/We understand that time is the essence for completing the Auction Sale process of the Secured Asset and I/we agree and undertake to abide by it. In case the bid is accepted by the AO and if I/we fail to accept the Terms and Conditions of sale/or not able to complete the transactions within the specified time for any reasons whatsoever and/or fail to fulfil any/all terms of the Bid Document, not only the amounts deposited/paid may be forfeited by the Secured Creditor and shall also have a right to proceed against me/us for specific performance of the contract.

6 I/We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the Terms and Conditions of the Bid Document can be summarily rejected.

B) I/we further declare that:

i) I/we am/are not an undischarged insolvent.

ii) I/we am/are not a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949).

iii) no account in my name has been classified as Non-Performing Asset ("NPA") in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of submission of bid.

Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

iv) I am not under the management or control of any NPA account nor I am a promoter of any company/firm whose account has been classified as NPA and at least a period of one year has lapsed from the date of such classification till the date of submission of bid.

v) I have not been convicted for any offence punishable with imprisonment –

- for two years or more under any Act specified under the Twelfth Schedule of IBC, 2016; or
- for seven years or more under any law for the time being in force.

vi) I have not been prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets.

vii) I have not been and/or am a promoter or involved in the management or control of any Borrower in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place.

viii) I am not subjected to any disability, corresponding to clauses (a) to (h) of section 29A of IBC,2016, under any law in a jurisdiction outside India; or

ix) I do not have a connected person not eligible in terms of clauses (a) to (i) of section 29A of IBC, 2016.

I, therefore, confirm that I am eligible under the relevant provisions of law to submit Bid, participate in auction process and purchase the Secured Asset. In view thereof:

A. I declare that neither I nor any person connected with me are engaged in the management and control of Borrower or its associates/relatives who are eligible under the relevant provisions of law to submit Bid, participate in auction process and purchase the Secured Asset.

B. I further undertake and declare that I shall bind by the terms contained in the sale certificate and hereby irrevocably agrees and undertakes to indemnify the Secured Creditor and its officers/ management from future losses/ claims/ litigations/ etc. under law.

C. I confirm that my Disclosure & Undertaking Cum Declaration is true and correct.

DEPONENT

VERIFICATION

I, the deponent above, do hereby solemnly declare and affirm that the above statements given by me are true and correct to the best of my knowledge and belief and nothing stated above is false or misrepresentation or misleading.

DEPONENT

Alchemist Asset Reconstruction Company Limited
A-270 (F.F.) (S.F.) Defence Colony New Delhi

DETAIL OF SECURED ASSET:

(INSTRUCTION: MENTION NOT APPLICABLE AGAINST SUCH LOT WHEREIN NOT APPLIED)

Lot No.	Secured Asset	Details of Initial Bid & EMD Amount
1	Survey No. 29, Hissa No. 3/3 at Village Dhaniv, Nalla Sopara, Taluka Vasai, Distt. Thane, Maharashtra in the name of M/s MMS Creations Pvt. Ltd. measuring 5300 sq. mts. (0-53-0-H.R. Assess 1.00 pais) (57048.73 sq. ft.) (53 Gunta) Coordinates: 19.436064, 72.861782	Initial Bid Amount EMD Amount: RTGS/NEFT No. DD/ Pay Order No. Date: Drawn on: Payable at:

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Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

B - DISCLOSURE & UNDERTAKING CUM DECLARATION [FOR COMPANY/FIRM]
(ON STAMP PAPER OF RS. 50/- or as applicable)

To
Authorised Officer
Alchemist Asset Reconstruction Company Limited
(Trustee of Alchemist – XXV Trust)
A-270, First & Second Floor,
Defence Colony, Delhi – 110024

SUB: DISCLOSURE & UNDERTAKING CUM DECLARATION BY BIDDER

FROM:

________________________ [Name of Company/firm], having PAN No./GST No.__________________ registered Officer at________________________ through its authorised director/representative ____________________________, S/o. Sh. ______________,R/o ______________________________ who is authorised vide board Resolution dated ______________(hereafter the "Bidder")

a) I have gone through the Bid Documents, auction sale notice and terms & conditions of auction sale of the Secured Asset owned by and belonging to M.M.S. Creations Pvt. Ltd. mortgaged in the loan account of M.M.S. Creations Pvt. Ltd. and hereby declare that:

1 Having fully examined and understood the terms and conditions of the Bid Document and condition and status of the Secured Asset(s) for Sale, I/We offer to purchase the said "Secured Asset strictly in conformity with the Terms and Conditions of this Bid Document.

2 I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the Terms and Conditions of the Bid Document and acquisition of the "Secured Asset". I/We understand that should I/We fail to execute and perform the Terms and Conditions of the Bid Document when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.

3 I/We further understand that if my/our Bid/Offer is accepted, should I/We fail to deposit the balance amount of the sale price, the Earnest Money Deposit and any part of the sale price paid by me/us, shall also be forfeited, as laid down in the Terms and Conditions of the Bid Document.

4 I/We understand that you are not bound to accept the highest or any Bid/Offer you may receive. Further, I/We will not raise any objection in case the AO cancels this Bid and goes for sale the Secured Asset by any of the modes as prescribed in the SARFAESI Act, 2002.

5 I/We understand that time is the essence for completing the Auction Sale process of the Secured Asset and I/we agree and undertake to abide by it. In case the bid is accepted by the AO and if I/we fail to accept the Terms and Conditions of sale/or not able to complete the transactions within the specified time for any reasons whatsoever and/or fail to fulfil any/all terms of the Bid Document, not only the amounts deposited/paid may be forfeited by the Secured Creditor shall also have a right to proceed against me/us for specific performance of the contract.

6 I/We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the Terms and Conditions of the Bid Document can be summarily rejected.

B) I/we further declare that:

i. the Bidder is not an undischarged insolvent;
ii. the Bidder is not a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
iii. no account of the Bidder has been classified as Non-Performing Asset ("NPA") in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of submission of bid;

Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

iv. the Bidder is not under the management or control of any NPA account nor the Bidder is a promoter of any company/firm whose account has been classified as NPA and at least a period of one year has lapsed from the date of such classification till the date of submission of bid.

v. the Bidder or any of its promoter/director has not been convicted for any offence punishable with imprisonment –
- for two years or more under any Act specified under the Twelfth Schedule; or
- for seven years or more under any law for the time being in force;

vi. the Bidder or any of its promoter/director has not been prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

vii. the Bidder or person connected with it are not a promoter or involved in the management or control of any Borrower in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place;

viii. the Bidder or any of its promoter/director is not subjected to any disability, corresponding to clauses (a) to (h) of section 29A of IBC, 2016, or under any law in a jurisdiction outside India; or

ix. the Bidder or any of its promoter/director do not have a connected person not eligible in terms of clauses (a) to (i) of section 29A of IBC, 2016.

The Bidder, therefore, confirms that the Bidder or any of its promoter/director is eligible under the relevant provisions of law to submit Bid, participate in auction process and purchase the Secured Asset. In view thereof:

A. the Bidder declares that neither the Bidder nor any of its promoter/director nor any person connected with the Bidder or any of its promoter/director are engaged in the management and control of Borrower or its associates/relatives who are eligible under the relevant provisions of law to submit Bid, participate in auction process and purchase the Secured Asset.

B. the Bidder further undertakes and declares that the Bidder shall be bound by the terms contained in the sale certificate and hereby irrevocably agrees and undertakes to indemnify the Secured Creditor and its officers/ management from future losses/ claims/ litigations/ etc. under law;

C. the Bidder confirms that my Disclosure & Undertaking Cum Declaration is true and correct.

DEPONENT

VERIFICATION

I, the deponent above, do hereby solemnly declare and affirm that the above statements given by me are true and correct to the best of my knowledge and belief and nothing stated above is false or misrepresentation or misleading.

DEPONENT

Alchemist Asset Reconstruction Company Limited
A-270 (F.F.) (S.F.) Defence Colony New Delhi

DETAIL OF SECURED ASSET:

(INSTRUCTION: MENTION NOT APPLICABLE AGAINST SUCH LOT WHEREIN NOT APPLIED)

Lot No.	Secured Asset	Details of Initial Bid & EMD Amount
1	Survey No. 29, Hissa No. 3/3 at Village Dhaniv, Nalla Sopara, Taluka Vasai, Distt. Thane, Maharashtra in the name of M/s MMS Creations Pvt. Ltd. measuring 5300 sq. mts. (0-53-0-H.R. Assess 1.00 pais) (57048.73 sq. ft.) (53 Gunta) Coordinates: 19.436064, 72.861782	Initial Bid Amount EMD Amount: RTGS/NEFT No. DD/ Pay Order No. Date: Drawn on: Payable at:

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Alchemist Asset Reconstruction Company Limited
A-270
(F.F.) (S.F.)
Defence Colony
New Delhi

C - FORM OF THE SALE CERTIFICATE (IMMOVABLE PROPERTY)

AS PER RULE 9 (6) OF SECURITY INTEREST (ENFORCEMENT) RULES, 2002

Whereas,

The undersigned being the Authorised Officer (hereafter "AO") of the Alchemist Asset Reconstruction Company Ltd. (AARC) (AARC acting in its capacity as Trustee of Alchemist-XXV Trust, under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) (hereinafter referred to as "SARFAESI Act) and in exercise of the powers conferred under Sub Section (12) of Section 13 of the SARFAESI Act, 2002 read with Rule 8 & 9 of the Security Interest (Enforcement) Rules, 2002 sold on behalf of AARC acting as trustee of Alchemist-XXV Trust in favour of

[In case of Individual]

____________________S/o D/o__________________[Name of Successes bidder]________[PAN No] ___________ , R/o _____________________________

[In case of a company/firm]

_______________________ [Name of Company/firm], having PAN No./GST No. __________________ registered Officer at _______________________ through its authorised director/ representative __________________________, S/o. Sh. ______________, R/o ______________________________

("hereinafter referred to as "the Purchaser"), the Immovable Property mortgaged by M.M.S. Creations Pvt. Ltd. in favour of Bank of India in the loan account of M.M.S. Creations Pvt. Ltd. which was subsequently assigned in favour of Alchemist XXV Trust acting through its trustee, Alchemist Asset Reconstruction Company Limited (hereinafter the "Secured Creditor") towards the financial facility of Cash Credit and Term Loans.

The undersigned acknowledge the receipt of Rs. ___________________________________ (Rupees __________________Only), the sale price, in full and has handed over the delivery and possession of the said Immovable Property as mentioned in the Schedule-I.

The sale of the said Immovable Property has been made on "**as is where is** & **as is what is** and **whatever there is** and on **no recourse basis**" with all encumbrances, liability and charges etc. (known and unknown). The sale has been made subject to the terms and conditions mentioned in the **Schedule-II enclosed hereto**. The schedules are part and parcel of this Sale Certificate. The purchaser has signed this Sale Certificate in token of confirmation and unconditional acceptance of all the above.

Purchasers Name and Sign

Name

Authorised Officer
Alchemist Asset Reconstruction Company Ltd (acting in its capacity as Trustee of Alchemist-XXV Trust)

Date: _______________
Place: _______________

Enclosure:

1) Copy of KYC of Purchaser.
2) Copy of KYC of authorised representative
3) Copy of KYC of Seller /Authorized officer.

Alchemist Asset Reconstruction Company Limited * A-270 (F.F.) (S.F.) Defence Colony New Delhi

SCHEDULE-I

DETAILS OF IMMOVABLE PROPERTY

DESCRIPTION OF IMMOVABLE PROPERTY
Survey No. 29, Hissa No. 3/3 at Village Dhaniv, Nalla Sopara, Taluka Vasai, Distt. Thane, Maharashtra in the name of M/s MMS Creations Pvt. Ltd. measuring 5300 sq. mts. (0-53-0-H.R. Assess 1.00 pais) (57048.73 sq. ft.) (53 Gunta) Coordinates: 19.436064, 72.861782

Purchasers Name

Date: ________________

Place: ________________

Name

Authorised Officer
Alchemist Asset Reconstruction Company Ltd (acting in its capacity as Trustee of Alchemist-XXV Trust)

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Alchemist Asset Reconstruction Company Limited
A-270
(F.F.) (S.F.)
Defence Colony
New Delhi

SCHEDULE-II:
(TERMS AND CONDITIONS OF SALE)

1. The sale of the Schedule Property is on "as is where is", "as is what is", "whatever there is" and on "no recourse" basis with all encumbrances, liability and charges etc. (known and unknown) except the obligations of encumbrances and liabilities specifically admitted by AARC in this sale certificate in pursuance to the auction conducted on **14.09.2026** in terms of the Auction Sale Notice dated **10.08.2026** issued under the relevant provisions of SARFAESI Act, 2002 and other allied laws. The description of Scheduled Property is based on the mortgages created by the Mortgagor with the secured creditor viz. Bank of India from time to time, which have been assigned in favour of Alchemist Asset Reconstruction Company Limited (AARC) acting in its capacity as Trustee of Alchemist-XXV Trust ("Trust") by the said secured creditor and pursuant to the Assignment Agreement dated 10.01.2014. The Authorized Officer of AARC acting in its capacity as Trustee of the Trust does not take any responsibility for any shortfall or discrepancy in the Scheduled Property.

2. The Purchasers acknowledge that they have been given sufficient opportunity to independently verify the condition, state of Scheduled Property. The Purchasers have conducted his/her/its own due diligence, at its own costs, in respect of the same, to its satisfaction, before proceeding to purchase the Scheduled Property. Therefore, the Purchasers shall not be entitled to make any representation or raise any query/ objection/ demand/ claim against the Officials of AARC/ AARC/ Trust as to the title or condition of the Scheduled Property or any part thereof or any tenancy/ liabilities/ encumbrances/ dues/ taxes/ levies, any litigations or legal proceedings relating to the same, whether disclosed or undisclosed, known or unknown, after execution of this Sale Certificate. Further, the Purchasers acknowledge that they have satisfied themselves about the title, name of owners as well as their legal heirs and representatives, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abuttals of the Scheduled Property.

3. Notwithstanding anything stated above, the Purchasers acknowledge that Authorised Officer/ AARC/ Trust does not make any representation as to the correctness, validity or adequacy, sufficiency or otherwise of any documents or information, about Scheduled Property including liabilities, encumbrances, dues and litigations and proceedings, if any, as may have been relied upon by Purchasers in completing Purchase of the Scheduled Property.

4. Neither AARC/Trust nor the Authorised Officer undertake any responsibility to procure any permission/license etc. in respect of the Scheduled Property being sold hereunder. Permissions, approvals, clearances, no objection, procedural compliances, including mutations etc., if any, required for sale & transfer of assets shall be sole responsibility of the Purchasers, provided that AARC may, at the cost and expense of the Purchaser, take necessary steps to complete the sale, if the Purchasers fail to perform and /or complete the sale under this document.

5. The purchasers are well in knowledge that they are taking the Physical possession of the Scheduled Property on "as is where is", "as is what is", "whatever there is" and on "no recourse" basis. Removal of encroachments and/or unauthorized tenants/constructions on the Scheduled Property as also resolution of the pending litigation including any title dispute in respect of the Scheduled Property shall be the sole responsibility of the Purchasers and Authorised Officer/ AARC/ Trust has not and does not undertake any responsibility in this regard.

Asset Reconstruction Company A-270 (F.F.) (S.F.) Defence Colony New Delhi

6. The Authorised Officer/ AARC/ Trust does not accept / undertake any responsibility for, nor shall the sale proceeds be subject to any statutory dues and/or any other dues, including but not limited to, such as water/electricity/service charges, transfer fees, dues of the Municipal Corporation/local authority dues, workmen's dues including Provident Fund Dues, LTC, Gratuity dues, unpaid salary etc., taxes including sales tax, commercial tax, value added tax, property, tax, wealth tax, income tax, mandi tax, excise dues, or any other cess, duties, levies etc. by whatever name it is called, including interest thereon if any, whether due and payable presently or in future. The Purchasers shall separately keep and hold the Authorised Officer/ AARC/ Trust indemnified and save harmless, to the satisfaction of the AARC/ Trust, against any and all losses, damages, liabilities, suits, claims, counter claims, actions, penalties, expenses (including attorney's fees, court costs and any kind of expenses incurred by Authorised Officer/ AARC/ Trust for the enforcement of the indemnity), which the AARC/ Trust shall suffer as a result of any liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, as mentioned above in respect of the Scheduled Property/ Borrower or which, are claimed against the proceeds of the sale of the Scheduled Property to the Purchasers.

7. The Purchasers shall bear all the necessary expenses like adjudication and payment of stamp duty, registration expenses, cess, sales tax and excise (as are applicable on transaction of the sale of the Immovable Property shown in the Schedule-I above), unrecovered transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Scheduled Property in its name and shall execute appropriate indemnity before registration of Sale Certificate in favour of AARC/ Trust, in the form and content acceptable to the AARC/ Trust. It is expressly stipulated that there are no implied obligations on the part of the Authorized Officer or the AARC acting in its capacity as Trustee of Trust in respect of the aforesaid and it shall solely be the obligation of the Purchasers, at their cost, to do all acts, things and deeds whatsoever for the completion of the sale.

8. The Purchasers shall be bound by the regulations of the municipal, local/ any other authority, as applicable in regard to the use of the Scheduled Property in question and shall further abide by statutory and requisite rules, regulations, schemes etc. as applicable under prevailing laws.

9. As from the date of confirmation of the Sale of the Scheduled Property, the risks and costs as regards any loss or damage to the Scheduled Property by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or riot or unlawful assembly of persons or from any other cause whatsoever shall be that of the Purchaser and neither AARC/Trust nor the Authorised Officer shall be liable for any such loss or damages. The Purchaser will have to defend, initiate, and prosecute any legal proceedings arising out of sale of the Scheduled Property at its own cost, consequence and liability and if the Purchasers fail to do so then to protect the right & interest of the Authorised Officer of AARC/ AARC/ Trust, the Authorised Officer of AARC/ AARC/ Trust shall contest the same at the cost of Purchaser. It shall be the sole prerogative of AARC/Trust to assume such defence as deemed fit and shall not be forced to respond to such litigation provided that AARC/Trust may at its sole discretion and at the cost and expense of the Purchaser, extend necessary cooperation, on best effort basis, to the Purchasers for defending such proceedings, provided the same is not to the detriment of or against the interests of AARC/Trust.

10. Since, Alchemist XXV Trust is a Securitisation Trust, thus, it is not liable for TDS as per CBDT Notification No. 46/2016 F. No. 275/16/2016 – IT (B), dt. 17-06-2016.

Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

11. Any expense (by whatever name called) incurred towards moving, handling, re-locating, transporting, demarcation, etc. in respect to Scheduled Property and any other incidental expenses including insuring laborers for the same shall be borne by the Purchaser and AARC/Trust shall not be liable for the same.

12. Disputes, if any, shall be subject to jurisdiction of Delhi Courts/ Tribunals only. Notwithstanding anything to the contrary, the Purchasers expressly submit to the exclusive jurisdiction of Delhi Courts/ Tribunals only.

13. That the Secured Creditor has handed over all original title deeds in its possession in respect of the schedule property to the Purchasers today and has not retained any documents/ letters/ certificates, etc. in respect of the schedule property. The Purchasers undertake that any other documents/ letters, etc. in respect of the schedule property shall be arranged at their own costs/ expenses/ risks, etc.

14. Words & expressions used hereinabove but not defined herein shall have the same meanings respectively assigned to them under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.

PURCHASERS

PAN:

AUTHORISED OFFICER
Alchemist Asset Reconstruction Co. Ltd.
(acting in its Capacity as Trustee of Alchemist XXV Trust)
PAN of AARC: ....
PAN of Alchemist XXV Trust: ....

Date: ....

Place: ....

Alchemist Asset Reconstruction Company Limited * A-270 (F.F.) (S.F.) Defence Colony New Delhi

C: FORM OF DEED OF INDEMNITY

(Purchaser shall affix Stamp duty (as applicable) and notarise this Deed)

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

This DEED OF INDEMNITY executed at ___________ on this _____ day of ______ 2026

By

__________________ aged about ________ years [please mention complete name and address] (Hereinafter referred to as "the Purchaser/ Indemnifier", which expression, unless excluded by or repugnant to the context, shall mean and include his/ their/ its legal heirs/ representatives/ administrators/ assigns/ successor(s) in interest.

In favour of:

Alchemist Asset Reconstruction Company Ltd., (acting in its capacity as Trustee of Alchemist-XXV Trust) a Company incorporated under the Companies Act, 1956 and registered as Securitization and Asset Reconstruction Company pursuant to Section 3 of the SARFAESI Act, 2002 and having its office at A-270, First & Second Floor, Defence Colony, New Delhi-110024 (hereinafter referred to as "**AARC**/ Indemnified" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

WHEREAS the Schedule property registered in the name of M.M.S. Creations Pvt. Ltd. has been put on auction by AARC vide Auction Notice dated **10.08.2026** and the indemnifier has emerged as the highest bidder in the said auction.

WHEREAS pursuant to its rights under the SARFAESI Act, 2002 and for the purpose of enforcement of underlying securities, the indemnified (AARC) has accorded its assent to sell the Said property to the indemnifier for Rs. ..../- (Rupees .... Crores Only).

AND WHEREAS, the indemnifier has expressed their interest for purchase of the said property through auction and have agreed to execute this Declaration-cum-Indemnity Bond to the effect, as stated hereinabove and has agreed to hold harmless, indemnify and keep indemnified, its directors and employees and representatives indemnified against all third party claims, charges, penalties, fines, expenses, losses, damages, costs, suits or any other levy against indemnified and/or the management that may arise out of the sale of the said property.

NOW THIS DEED WITNESSETH AS UNDER:

1. That the Indemnifier agrees to indemnify and hereby keeps the indemnified and its directors, employees, representatives indemnified, defended and hold indemnified and/or the officers of the indemnified harmless against all losses, costs, damages, claims, penalties, interest, expenses, demands, fines, legal liability, causes of action, injury to persons, suits etc. which may be suffered, incurred, undergone and / or sustained by indemnified including the costs and expenses that may be incurred by it in defending any such liability(ies), claim(s), proceeding(s) etc. that may be made or taken or arise out of the same by any person, body, authority, government, judicial / quasi-judicial authority of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the sale of the said property.

2. That the Indemnifier hereby agrees and undertakes to make good to indemnified all or any loss, damage, claims, suits, demands, decrees, expenses that the indemnified may incur or suffer or which may arise pursuant to the execution of the said contract. That indemnified shall have the right to recover the same and/or any other loss sustained on account of execution of the sale certificate without any restriction or limitation, together with any other incidental expenses, costs, and all incidental logistic expenses etc. that may be suffered by indemnified.

Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

3. That the Indemnifier hereby further confirms and declares that this Declaration cum Indemnity Bond is irrevocable and shall be final and binding on it/ him, their heirs, executors, administrators, legal representatives, successors and assigns.

4. Disputes, if any arising out of this Indemnity shall be subject to the exclusive jurisdiction of the competent Court in Delhi only, to the exclusion of all other concurrent courts.

IN WITNESS WHEREOF, the said Indemnifier has hereunto set their hand on the day and year first hereinabove written.

Indemnifier **Indemnified**

(Buyers) (Authorised Representative of Alchemist Asset Reconstruction Company Limited)

In the presence of Witnesses

1. ____________________ 2. ____________________

SCHEDULE-I

DETAILS OF IMMOVABLE PROPERTY

Survey No. 29, Hissa No. 3/3 at Village Dhaniv, Nalla Sopara, Taluka Vasai, Distt. Thane, Maharashtra in the name of M/s MMS Creations Pvt. Ltd. measuring 5300 sq. mts. (0-53-0-H.R. Assess 1.00 pais) (57048.73 sq. ft.) (53 Gunta)
Coordinates: 19.436064, 72.861782

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Alchemist Asset Reconstruction Company Limited ★ A-270 (F.F.) (S.F.) Defence Colony New Delhi