

**Office of the Custodian,
The Special Court
(Trial of Offences Relating to Transactions in Securities) Act, 1992,
Department of Financial Services, Ministry of Finance, Government of India,
3rd Floor, Bank of Baroda Bhawan, 16, Parliament Street, New Delhi- 110001.**

PUBLIC NOTICE

SALE OF RESIDENTIAL PROPERTY AT E-162, GREATER KAILASH, PART-II, NEW DELHI, BELONGING TO M/S FAIRGROWTH FINANCIAL SERVICES LIMITED -A NOTIFIED PARTY

Pursuant to the orders dated 2nd November 2018 passed by the Hon'ble Special Court, Bombay set up under (Trial of Offences Relating to Transactions in Securities) Act 1992, in Custodian's Report No. 21 of 2018, the Custodian, appointed under the Special Court (TORTS) Act, 1992, invites offers for sale on "**AS IS WHERE IS BASIS**" of the following residential attached property of M/s Fairgrowth Financial Services Limited (FFSL) – an entity notified by the Custodian under Section 3(2) of the said Act.

Description of the Property	Area
All that piece and parcel of property at E-162, Greater Kailash, Part II, New Delhi comprising free hold plot of land admeasuring 250 sq. yards in the residential colony together with two and a half storeyed residential building with basement, standing thereon. The said Property is bounded and butted as under: East: Plot No. E-160 West: Road North: Road South: Service lane	The covered area of Basement floor, Ground floor, First floor and Second floor is 750 sq. ft. (approx.), 1721 sq. ft. (approx.), 1582 sq. ft. (approx.) and 1200 sq. ft. (approx.) respectively.

2. Pursuant to the order dated 4th September 2008 read with order dated 6th February 2009 passed by the Hon'ble Special Court, Bombay in Misc. Application No. (L) 139 of 2008 in Misc. Application No.113 of 2006 in Misc. Petition No. 26 of 2002, the tenancy rights of 1st floor of the building were granted to **M/s Pushpa Builders Limited**. Other floors of the building are vacant and are in possession of the Custodian.

3. Offers are hereby invited from the Individual/Government/Semi-Government/Private Organization/Public and Private Companies etc. for the purchase of aforesaid property. The offer for the purchase of the property shall be strictly on the Terms and Conditions fixed by the Custodian, a copy of which can be obtained from Shri V.K. Garg, Sr. Advisor in the **Custodian's Office, The Special Court (TORTS) Act, 1992, Department of Financial Services, Ministry of Finance, Government of India, 3rd Floor, Bank of Baroda Bhawan, 16, Parliament Street, New Delhi- 110001** on any working day during office hours. The Public Notice and Terms and Conditions are also available on our Website: www.financialservices.gov.in and click 'Tenders & Auctions' and www.specialcourt-torts.gov.in

4. All outgoing i.e. Municipal Taxes, Electricity and Water charges or any other dues/arrears, including over dues in respect of the said property shall be payable by the purchaser.
5. The said residential property will be open for inspection from 25th **February 2019-1st March 2019** between **11.00 AM and 1.00 PM** for which the prospective purchasers should contact S/Shri Ravinder Pal Singh, OSD or V.K. Garg, Sr. Advisor in the said Custodian's Office at Delhi on Telephone No. 011-23318242/011-23327279 for any enquiry. A representative of the Custodian will remain present at the said premises on the dates and the time indicated above.
6. The offers should be submitted in a sealed envelope superscribed with the words "**Bid for purchase of Residential Property at E-162, Greater Kailash, Part II, New Delhi**". The envelope containing the "bid" / "offer" shall be deposited in the "Box" kept for this purpose in the "Custodian's Office, Delhi at the address given in Para 3 above on or before **3.00 PM on 25th March 2019** or sent to Shri V.K. Garg, Sr. Advisor at the address mentioned above so as to reach him on or before **3.00 PM on 25th March 2019**. The bid/offer should be accompanied by a Demand Draft/Banker's Cheque /Pay Order of a Public Sector Bank for **5 per cent** of the bid amount drawn in favour of the "**Custodian A/C - M/s FFSL**" payable at **Mumbai** towards Earnest Money Deposit.
7. Offers so received will be opened by a Committee constituted by the Custodian for this purpose on the same day i.e. **25th March 2019 at 3.30 PM** or immediately thereafter in Custodian's Office, Delhi at the address given above in the presence of the bidders or their representatives if, they wish to remain present during the bids .
8. Thereafter, a report on the offers received shall be placed before the Hon'ble Special Court (TORTS) at Mumbai (High Court) for considering offers received from the bidders and passing orders as deemed appropriate. Acceptance of the bid will be subject to the approval of Hon'ble Special Court. Bidders may personally be present, if they so desire, in the Hon'ble Special Court at Mumbai at the time of hearing of said report to comply with any directions which the Hon'ble Court may give at the time of hearing. The Special Court reserves the right to accept or reject any of the offer or bid that may be received for the purchase of the said property without assigning any reason whatsoever.

**Sd/-
Custodian**

Dated: 11th February 2019

TERMS AND CONDITIONS

The particulars and terms and conditions for Sale of property located at E-162, Greater Kailash-II, New Delhi-110048 are as under:

(A) Particulars of Property:

1. All rights, benefits and interest relating to Residential Flat No. E-162, Greater Kailash-II, New Delhi-110048, belonging to **M/s Fairgrowth Financial Services Limited (FFSL)**—a Notified Entity under **Section 3(2)** of the **Special Court (Trial of Offences Relating to Transactions in Securities) Act, 1992**, which is put up for sale on “**AS IS WHERE IS BASIS**” by the Custodian, appointed under the provisions of the said Act, pursuant to its orders dated 2nd November 2018 passed by the Hon’ble Special Court, Bombay set up under (Trial of Offences Relating to Transactions in Securities) Act 1992, in Custodian’s Report No. 21 of 2018.

2. The tenancy rights of 1st floor of the building was handed over to **M/s Pushpa Builders Limited** pursuant to the order dated 4th September 2008 read with order dated 5th February 2009 passed by the Hon’ble Special Court, Bombay in Misc. Application No. (L) 139 of 2008 in Misc. Application No.113 of 2006 in Misc. Petition No. 26 of 2002. Other floors of the building are vacant and are in possession of the Custodian.

Description of the Property	Area
All that piece and parcel of property at E-162, Greater Kailash, Part II, New Delhi comprising free hold plot of land admeasuring 250 sq. yards in the residential colony together with two and a half storeyed residential building with basement, standing thereon. The said Property is bounded and butted as under: East: Plot No. E-160 West: Road North: Road South: Service lane	The covered area of Basement floor, ground floor, first floor and Second floor is 750 sq. ft. (approx.), 1721 sq. ft. (approx.), 1582 sq. ft. (approx.) and 1200 sq. ft. (approx.) respectively.

(B) Terms & Conditions of Sale:

1. All rights, title and interest in the property as described in the Schedule hereunder written shall be put up for sale by the Custodian, appointed under the provisions of the said Act, pursuant to its orders passed by the Hon'ble Special Court, Mumbai dated 2nd November 2018 in Custodian's Report No. 21 of 2018.
2. The property as referred to in the Schedule annexed herewith will be put up by the Custodian for sale as aforesaid by inviting offers in '**Sealed Cover**' in the **Tender Form** enclosed herewith. **The offers shall be strictly on the Terms and Conditions fixed by the Custodian as mentioned in this document.**
3. The said residential property will be open for inspection from 25th **February 2019-1st March 2019** between **11.00 AM and 1.00 PM** for which the prospective purchasers should contact S/Shri Ravinder Pal Singh, OSD or V.K. Garg, Sr. Advisor in the said Custodian's Office at Delhi on Telephone No. 011-23318242/011-23327279 for any enquiry. A representative of the Custodian will be present at the said premises on the dates and the time indicated above. The prospective buyers can also contact Shri V.K. Garg, Sr. Advisor on office Phone No. 09811479550 for making enquiry, if any, concerning to the said property. Inspection of orders of the Hon'ble Special Court and other documents/papers relating to the said property can be had from the Custodian's Office at Delhi at the address given above on any working day during office hours.
4. The Offers should be submitted in a **sealed envelope** superscribed with the words "**Bid for purchase of Residential Property at Flat No. E-162, Greater Kailash-II, New Delhi-110048,**" in Tender Form along with an Undertaking shall either be deposited in the "**Box**" kept for the purpose in the Custodian Office, Delhi at the address given above or sent to Shri V. K. Garg, Sr. Advisor at the address given above so as to reach him on or before **3:00 PM on 25th March 2019** along with a Demand Draft/Banker's Cheque/Pay Order of a Public Sector Bank for 5 per cent of bid amount drawn in favour of the "**Custodian A/C-M/s FFSL**" payable at **Mumbai** towards Earnest Money Deposit for participating in the said sale process for purchase of said property. The amount of Earnest Money Deposit (EMD) will not carry any interest whatsoever.

5. The offers should reach in the office of the ***Custodian's Office, The Special Court (TORTS) Act, 1992, Department of Financial Services, Ministry of Finance, Government of India, 3rd Floor, Bank of Baroda Bhawan, 16, Parliament Street, New Delhi- 110001*** by **3:00 PM on or before 25th March 2019** for participating in the said sale process for purchase of the aforesaid property.

6. The offers/bids received in sealed covers in the Custodian's Office, Delhi at the address given above will be opened by the Committee constituted by the Custodian for the purpose in the ***Custodian's Office, The Special Court (TORTS) Act, 1992, Department of Financial Services, Ministry of Finance, Government of India, 3rd Floor, Bank of Baroda Bhawan, 16, Parliament Street, New Delhi- 110001*** on **25th March 2019 at 3:30 PM or soon after** in the presence of the bidders or their authorized representative available. Thereafter, a report on the offers received shall be placed before the Hon'ble Special Court (TORTS) at Mumbai (High Court) for considering offers received from the bidders and passing orders as deemed appropriate. Acceptance of the bid will be subject to the approval of Hon'ble Special Court. Bidders may personally be present, if they so desire, in the Hon'ble Special Court at Mumbai at the time of hearing of said report to comply with any directions which the Hon'ble Court may give at the time of hearing. The Special Court will have a right either to accept or reject any Offer without giving any reason/reasons thereof. The EMD made for participating in the said sale will be returned to the respective bidder(s) without interest by the Custodian *in case offer of bidder is not accepted the Hon'ble Special Court.*

7. In case any dispute arises concerning the auction, the same shall be referred to the Hon'ble Special Court and the decision of the said Hon'ble Special Court shall be final and binding.

8. After orders for sale of property in favour of a bidder by the Hon'ble Special Court, the Purchaser shall pay the balance of the purchase price *as determined by the Hon'ble Special Court while accepting the offer* (after adjusting EMD) within a period of 45 days or the period decided by the Hon'ble Special Court. The *balance* amount should be paid by way of a **Demand Draft/Banker's Cheque/Pay Order** of a **Public Sector Bank** drawn in favour of the **"Custodian A/C - M/s FFSL"** payable at **Mumbai** or by transferring online in the Custodian A/C-FFSL through RTGS. The highest bidder

as accepted by the Hon'ble Special Court will have to take possession of the said property at *their own costs and risks*.

9. The bidder shall at the time of bidding, subscribe his/her name *or authorized representative (in case of organization)* and address in the prescribed bidding paper/Tender Form. All written notices and communications shall be delivered to and served upon such bidder at the address mentioned in the above prescribed form by the office of the Custodian which shall be treated as sufficient service of such notice or communication.

10. The Purchaser shall purchase the said property on "**AS IS WHERE IS BASIS**". Further, all outgoings i.e. Municipal taxes, maintenance, Society charges, Electricity and Water Charges or any other dues including over dues in respect of the said property shall be paid by the Purchaser.

11. If the Purchaser does not pay the balance amount of the purchase price in the manner and within the time limit provided herein or the time specified by the Hon'ble Special Court, **Earnest Money Deposit (EMD)** made as per Para 4 above shall stand forfeited. In case any part payment is made towards auction sale price/value over and above the EMD amount and thereafter the balance amount is not deposited in the prescribed time, the auction sale awarded in favour of the bidder will stand cancelled and *report on failure to make payment will be submitted before the Hon'ble Special Court*. The excess amount paid over and above EMD shall be returned to such purchaser/bidder without interest only if the Hon'ble Court so permits after *while considering this report*.

12. The Purchaser shall at *their own costs and expenses* take such steps as may be necessary for the purpose of obtaining possession of the said property from the authorized representative of the Custodian within **15 days** from the date of payment of balance of the purchase price to the Custodian as stated above.

13. The Purchaser shall bear and pay Registration charges, Stamp duty, and other fees as levied by the Government authorities.

14. Upon payment of the purchase price in full and all costs, charges and expenses mentioned above, the Custodian's authorized representative or the person authorized by the Hon'ble Special Court shall sign such papers and documents appropriate for transfer of the said property in the name of the Purchaser. Such documents of

transfer shall be prepared and executed by and at the cost, charges and expenses of the Purchaser.

15. Such documents of transfer shall be executed by the authorized representative of the Custodian on behalf of the Notified Party or the person authorized by the Hon'ble Special Court and the Purchaser will not be entitled to call upon any other person to execute the same. The said authorized representative of the Custodian or the person authorized by the said Hon'ble Court shall execute the documents of transfer in favour of the Purchaser only.

16. Delay in non-execution of the papers for transfer of property in favour of highest bidder *duly accepted and* approved by the Hon'ble Special Court, after full and final considerations shall not be a ground to annul the bidding process or would give right to get discharged from bidding process or to seek any compensation.

17. The description of the said property is believed to be correct and shall be taken as correct. If any error or mis-statement shall appear to have been made in the particulars or description of the said property, such error or mis-statement shall not be a ground to annul the sale or entitle the Purchaser to be discharged *from their obligations for purchase or entitle them any compensation, once their offer is finalized by the Hon'ble Special Court.*

18. The Earnest Money Deposit in terms of Para 4 above will be refunded to the unsuccessful bidders without any interest after the bid process is over and appropriate orders are passed by the Hon'ble Special Court. In case the sale of the said property is not sanctioned by the Hon'ble Special Court in favour of the highest acceptable bidder or is set aside, the **Earnest Money Deposit** made in terms of Para 4 above shall be refunded to such bidder without interest and claim for any other costs, charges and expenses incurred by *them* for the said property shall not be entertained by the Custodian.

19. The Purchaser shall ascertain and satisfy *themselves* in all respects affecting or in any way relating to the said Property, including in respect of title and any dues, statutory or otherwise payable, before submitting and making *their* bid and the Purchaser shall not take any requisition on that account, subsequently.

20. The Purchaser will have to obtain at *their* own costs, consent and/or permission and/or "No Objection" required for the purpose of transfer of the said

property in *their* own name and shall be liable to pay the fees, charges, premium/contribution, etc. payable as condition precedent to such transfer.

21. The Purchaser shall not raise any objection or query in regard to the suit or proceedings in which the sale is being made or to the sale on any ground.

22. The time hereunder fixed for the observance and performance by the Purchaser of any of the obligations to be observed and performed by *them* under these conditions is and shall be deemed to be of the essence of the contract and any forbearance by the Custodian of the strict observance and performance on the part of the Purchaser thereof shall not be construed as a waiver or relinquishment on the part of the Custodian who shall have the right at his option thereof to exercise his right and remedies as are available to him under these conditions and under law or in equity as arising from non-observance and non-performance thereof including the right to forfeit.

23. The Purchaser shall also be required to sign the enclosed undertaking to complete the sale according to the particulars and conditions hereof.

**Sd/-
CUSTODIAN**

SCHEDULE OF PROPERTY

Description of the property	Area
<p>All that piece and parcel of property at E-162 Greater Kailash, Part II, New Delhi comprising free hold plot of land admeasuring 250 sq. yards in the residential colony together with two and a half storeyed residential building with basement, standing thereon. The said property is bounded and butted as under:</p> <p>East: Plot No. E-160</p> <p>West: Road</p> <p>North: Road</p> <p>South: Service lane</p>	<p>The covered area of Basement floor, Ground floor, First floor and Second floor, is 750 sq. ft. (approx.), 1721 sq. ft. (approx), 1582 sq. ft. (approx.) and 1200 sq. ft. (approx.) respectively.</p>

TENDER FORM

1. Name of the Offerer:
2. Status : Individual/Firm/Company/Other (Specify)
3. Address :
Tel. No.....
4. Details of deposit of Earnest money :
a) Amount :.....
b) Mode of payment : Demand Draft/Pay
Order/Banker's Cheque
(Payable at Mumbai)
c) Number & date of DD/PO/BC :.....
d) Drawee Bank with Name of branch :.....
5. Description of the Property for which the Offer is made :E-162, Greater Kailash, -II, New Delhi- 110048
6. Amount offered :Rs.....
Rupees.....
.....)

Ido hereby state that I have read and understood the terms and conditions of the sale and am willing to comply with the same on acceptance of the above offer.

(Signature)

.....
Name and Designation
in case of non individual
(seal)

Place : _____

Date : _____

UNDERTAKING

I, _____ the undersigned, resident of _____, authorized representative of _____ (wherever applicable) hereby acknowledge that I have this _____ day of _____ 2019 bidden by public auction property named E-162, Greater Kailash-II, New Delhi-110048 belonging to M/s Fairgrowth Financial Services Limited—a notified entity and subject to the foregoing conditions of sale and subject to sanction of Hon'ble Special Court, Bombay at the price of Rs. _____ (Rupees _____ only) and I have paid the sum equivalent to 5 percent of the bid amount to the Custodian and I hereby agree to pay by Demand Draft/pay order/Banker's Cheque (payable at Mumbai) to the Custodian office at 3rd Floor, Bank of Baroda Bhawan, 16, Parliament Street, New Delhi 110001, the balance of the purchase price and complete the purchase within a period of 45 days or the period decided by the Special Court, from the date of sanction of sale by the Hon'ble Special Court in my favour and I agree to be bound by the aforesaid conditions of sale.

Amount of sale price Rs. _____

Amount of initial Deposit made Rs. _____

Balance Amount to be paid Rs. _____

The balance amount will be paid by me within 45 days or the period decided by the Special Court, from the date of the Hon'ble Special Court sanctioning/confirming the sale.

(Signature)

(Name in Capital Letter): _____

Address: _____

Contact No.: _____

E-mail ID: -----