IndusInd Bank

Auction Sale Notice under SARFAESI Act, 2002

Sale of immovable assets under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "the Act").

Notice is hereby given to the public in general and to the Borrower/s and Guarantor/s in particular that the under mentioned property mortgaged to IndusInd bank Limited, the possession of which had been taken by the Authorised Officer of the Bank under Sec 13(4) of the Act will be sold by Auction as mentioned below for recovery of under mentioned dues and applicable interest, charges and costs etc as detailed below.

The property described below is being sold on "As is where is", "As is what is", and "Whatever there is" under the Rule no. 8 & 9 of the Security Interest (Enforcement) Rules (hereinafter referred to as the rules) for the recovery of the dues detailed as under:

Total Amount due as on 31-10-2017 [Total Amount due as on 31.10.2017 as per 13(2) notice dated 02.11.2017 - Rs. 33,17,92,593.59 /- (Rupees Thirty Three Crores Seventeen Lakhs Ninety Two Thousand Five Hundred Ninety Three and Paisa Fifty Nine only/-)]	 Siddhi Agro Foods Pvt. Ltd. (Borrower) Mr. Sushil Kumar Jain (Director & Guarantor); Mr. Sunil Kumar Jain (Director & Guarantor); Mrs. Chandra Kala Jain (Guarantor); Mrs. Sanju Jain (Guarantor); Mr. Suresh Kumar Jain (Guarantor); Mr. Biharilal Jain (Guarantor); M/S Sushil Industries (Represented by its Proprietor - Sushil Kumar Jain) (Guarantor) Rs. 70,42,12,056.61/- (Rupees Seventy Crores Forty Two Lakhs Twelve Thousand Fifty Six and Paisa Sixty One only) as on 03-04-2024 plus further interest at contractual rate from 04.04.2024 	
Nature of Possession	Physical Possession	
Details of encumbrances over the properties	Not known to the Bank	

Lot No.	Description of secured assets	Reserve Price	EMD
1	All that part and Parcel of property in the name of Sushil Kumar Jain, bearing Shop No./ Plot No 9, part of Survey No. 355(P), land area admeasuring 286 Square feet, (Together with the construction thereon) situated at Annapurna Complex, Agrasen Road, Mounza Bhaisthan, Ramsagarpara, Village-Chirhuldih, P.H. No. 106-B , R.I.C. – Raipur-1, Ramsagarpara Ward No17, City Tahsil and District Raipur, Chhattisgarh and bounded by (as per sale deed) in North by: Other's Property, in South by – Road; in East by – Seller's Property and in West by - Seller's Property.	Rs. 34,20,000/- (Rupees Thirty Four Lakhs Twenty Thousand Only)	Rs. 3,42,000/- (Rupees Three Lakhs Forty Two Thousand Only)

Kolkata Branch: IndusInd Bank Limited, Savitri Towers, 3A, Upper Wood Street, Kolkata – 700 017 Tel: (33) 44264133

Registered Office: 2401 Gen. Thimmayya Road, Pune 411 001, India Tel.: (020) 2634 3201 Fax: (020) 2634 3241 Visit us at www.indusind.com CIN: L65191PN1994PLC076333



2	All that Part and Parcel of Property in the name of Chandrakala Jain, bearing office No. 327, Carpet Area Admeasuring – 165 sq. ft. (Together with the construction thereon) situated at third floor of Arihant Complex, Part of Municipal House No. 12/358 to 365, Kalkarpara Ward No. 14 (Old) Indira Gandhi Ward No. 20 (New), Station Road, Village Raipur Khas, P.H. NO. 106-A, R.I.C. – Raipur-I City, Tahsil and District Raipur, Chhattisgarh and bounded by (as per sale deed) – in North By- Passage of building, in South by- Road, in East by- Office No. 326 and in West by- Office No. 328	Rs. 12,40,000/- (Rupees Twelve Lakhs Forty Thousand Only)	Rs. 1,24,000/- (Rupees One Lakh Twenty Four Thousand Only)
3	All that Part and Parcel of Property in the name of Chandrakala Jain bearing Flat No D-105 of Block D of Shri Krishna Apartment, admeasuring Built up Area-784.93 Sq. Ft. and Balcony area-90.93 Sq. Ft. Total Area- 875.86 Sq. Ft., (Together with the construction thereon) situated at part of Survey No625/4-7, 625/5-8. 625/9-10, Village –Mova, P.H. No. 109, R.I.C Raipur-1, Dr. Bhimrao Ambedkar Ward No. 27, City, Tahsil and District Raipur, Chhattisgarh and bounded by (as per sale deed) in North by: Flat No. A-106, in South by – Open Space, in East by – Open Space and in West by- Corridor	Rs. 26,20,000/- (Rupees Twenty Six Lakhs Twenty Thousand Only)	Rs. 2,62,000/- (Rupees Two Lakhs Sixty Two Thousand Only)
4	All the part and parcel of property in the name of Chandra Kala Jain and Sanju Jain, bearing Survey No. 778/11 land area measuring 0.166 Hectares (17860 Square feet), (Together with the construction thereon), situated at Village –Hirapur alias Jarway, P.H. No. 103, R.I.C. –Raipur –I, Ramkrishna Paramhans, Ward No. 2, City Tahsil and District – Raipur (C.G.) and bounded by (as per sale deed) in North by: Property of Nandkishore, in South by – Property of Lahoti, in East by – Canal and in West by-Road	Rs. 3,82,00,000/- (Rupees Three Crores Eighty Two Lakhs Only)	(Rupees Thirty Eight
5	All that part and parcel of property in the name of Sushil Industries (Prop: Sushil Kumar Jain), bearing Plot No. 48/6 (P), land admeasuring – 0.093 hectare or 10000 sq. ft. (Together with construction thereon), situated at Village – Gondwara, P H No.108, Yatiyatan Ward No.4, City, Tahsil and District Raipur, Chhattisgarh and bounded (as per sale deed) in North By- Seller's Property, in South By-Property Sold to other by seller, in East By- Road and in West By- Road	Eighty Five Lakhs Fifty Thousand Only)	



Rs. 1.78.00.000/-Rs. 17,80,000/-All that Part and Parcel of Property in the name of 6 (Rupees Seventeen Mr. Bihari Lal Jain, bearing Plot No. 32, part of 1 Crore (Rupees Survey No 696/7, admeasuring - 2400 sq. ft., Seventy Eight Lakhs Eighty Lakhs (Together with the construction thereon) situated at Only) Thousand Only) Swami Atmanand Ward No. 15, Samta Colony, Village - Chirhuldih, P.H. No. - 106 -B, R.I.C. -Raipur-I, City, Tahsil and District Raipur-Chhattisgarh and bounded by (as per sale deed) in North By- Plot no. 26, in South By- Road, in East By-Plot No. 31 and in West By- Plot No. 31

The details regarding Auction are mentioned below:

Date and time of Auction	For Lot No. 1: 28-10-2024 (11:00 AM till 12:00 noon); For Lot No. 2: 28-10-2024 (02:30 AM till 03:30 PM) For Lot No. 3: 29-10-2024 (11:00 AM till 12:00 noon); For Lot No. 4: 29-10-2024 (02:30 AM till 03:30 PM) For Lot No. 5: 30-10-2024 (11:00 AM till 12:00 noon); For Lot No. 6: 30-10-2024 (02:30 AM till 03:30 PM)
Online Auction Website	https://www.bankeauctions.com
Last date for submission of online bids	25-10-2024 (For all Lot Nos.)
Minimum Bid Increment Amount	Rs. 1,00,000/- Only (For all Lot Nos.)
Date and time of	For Lot No. 1 and 2: 07-10-2024 (11:00 AM till 01:00 PM)
inspection of property for	For Lot No. 3 and 4: 08-10-2024 (11:00 AM till 01:00 PM)
intending purchasers	For Lot No. 5 and 6: 09-10-2024 (11:00 AM till 01:00 PM)
Contact details Authorised	Mobile No. 9874438785
Officer	Email: rohit.swaroop@indusind.com

The details regarding E Auction are mentioned below:

Name of Auction Agency	M/s C 1 India Private Limited
Help Line nos.	07291981124/ 25/ 26
Email address	support@bankeauctions.com; delhi@c1india.com
Website Address	https://www.bankeauctions.com

TERMS & CONDITIONS:

1. The Auction sale is being conducted by Authorised Officer under the provisions of SARFAESI Act with the aid through e-auction. Action/Bidding shall be only through "Online Electronic Mode" through the website https://www.bankeauctions.com. M/s. C 1 India Private Limited is the service provider to arrange platform for e-auction.



- 2. The auction is conducted as per further Terms and Conditions of the Bid Document and as per the procedure set out therein. Bidders may go through the website of IndusInd bank, www.indusind.com and website of the service provider, https://www.bankeauctions.com for bid documents and details of the secured assets put up for auction/obtaining the bid form.
- 3. Bids shall be submitted online only in the prescribed format with relevant details. For details please contact on above Help Line nos. of M/s C 1 India Private Limited or email at: support@bankeauctions.com; delhi@c1india.com.
- Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT/Fund Transfer to the credit of Sundry A/c Asset Mgt. - A/c No. 00153564604005, IndusInd Bank Limited, Upper Wood Street Branch, Kolkata; IFSC Code: INDB0000015 before submitting bids.
- 5. The intending bidders should also submit a copy of the bid form submitted 'online' along with the UTR no. of NEFT/RTGS remittance towards EMD in a sealed cover addressed to the Authorised Officer, IndusInd Bank Ltd, 3A Upper Wood Street, Savitri Towers, Kolkata 700017 so as to reach the same on or before last date for submission of online bids (as stated hereinabove) at 5:00PM. The sealed cover should be super scribed with "Bid for participating in E-Auction Sale in the A/c of "SIDDHI AGRO FOODS PVT. LTD.".
- 6. On compliance with the above, the bidders shall be provided with the facility of online participation in the inter se auction bidding. Online bidding will take place at the website of https://www.bankeauctions.com and shall be subject to the terms and conditions mentioned herein as well as those given in the bid document. Further the sale shall be in accordance with the SARFAESI Act/Rules.
- 7. No person other than the intending bidder themselves, or their duly authorized agent shall be allowed to participate in the E-Auction.
- 8. The intending participants of the E-Auction may download copies of sale notice, terms and conditions of E-auction, help manual on operational part of E-Auction and process compliance form related to this e-auction from the above mentioned website of service provider i.e. https://www.bankeauctions.com For the purpose of participation in e-auction, the intending bidders must have an active e-mail ID and PAN Number.
- 9. It is the sole responsibility of the bidder to obtain the computer terminal system with internet connection to enable him/her to participate in the bidding. Any issue with regard to connectivity during the course of the bidding online shall be the sole responsibility of the bidder and no claim in this regard shall be entertained by the Bank or the E-auction Service Provider.
- 10. Bidders are required to comply with KYC norms and provide self-attested KYC documents online as well as offline. The genuineness of the KYC documents is the sole responsibility of the bidder.
- 11. Offers that are not duly filled up or offers not accompanied by the EMD or offers received after the above date and time prescribed herein will not be considered / treated as valid offers, and accordingly shall be rejected.
- 12. After expiry of the last date of submission of bids with EMD, Authorised officer shall examine the bids received by him and confirm the details of the qualified bidders (who have quoted their bids on and above the reserve price and paid the stipulated EMD with the Bank along with other factors like valid KYC etc.) to the service provider https://www.bankeauctions.com to enable them to allow only those bidders to participate in the online inter se bidding/auction proceedings at the



date and time mentioned in E - Auction Sale notice.

- 13. Auction will be scheduled for an initial period of 60 minutes followed by unlimited extension of 5 minutes each viz. the auction will run for 60 minutes first and in case there is a valid bid received within last 5 minutes, the auction will get extended for another 5 minutes. The process will continue until there are no valid bids during last 5 minutes.
- 14. In no eventuality the property would be sold below the Reserve Price.
- 15. The property shall be sold to highest bidder, subject to acceptance of the bid by the secured creditor.
- 16. The successful applicant declared through the process of e-auction shall deposit 25% of the purchase amount (inclusive of EMD), immediately on closure of the E-auction sale proceedings through the mode of payment mentioned in Clause (4). The successful bidder is advised to note the business hours of the Bank to avoid technical issues/default.
- 17. The balance amount of the purchase money shall be paid to the Authorized Officer of IndusInd Bank Limited on or before 15th day from the date of E-Auction or such extended period as agreed upon in writing by the Authorized Officer. In case of any default of respective payment within the stipulated period, the sale will automatically stand revoked and the entire deposit made by the bidder together with the earnest money shall be forfeited without any notice and the property shall be resold. The defaulting bidder shall not have any recourse/claim against the Bank/Authorised Officer.
- 18. The EMD of the unsuccessful bidders will be returned on the closure of the E-auction sale proceedings without interest.
- 19. The successful bidder shall bear the stamp duties, charges including those of sale certificate, registration charges, all statutory dues payable to government, taxes and rates and outgoing, both existing and future relating to the properties.
- 20. The sale certificate will be issued in the name of the successful bidder only and for the successful bid amount as sale consideration, after payment of the entire successful bid amount/closing bid amount and other charges if any.
- 21. The defaulting purchaser/bidder shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold.
- 22. The property is sold in "AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS" in all respects and subject to statutory dues if any. The intending bidders should make discrete enquiry as regards any claim, charges/encumbrances on the properties, of any authority, besides the Bank's charges and should satisfy themselves about the title, extent, quality and quantity of the property before submitting their bid. For any discrepancy in the property the participating bidder is solely responsible for all future recourses from the date of submission of bid.
- 23. No claim of whatsoever nature regarding the property put for sale, charges/encumbrances over the property or on any other matter etc. will be entertained after submission of the bid/confirmation of sale.



- 24. The Authorized Officer/Bank will not be responsible for any charge, lien, encumbrance, property tax dues, electricity dues etc. or any other dues to the Government, local authority or anybody, in respect of the property under sale.
- 25. Prospective bidders are advised to peruse the copies of title deed, if any available with the Secured Creditor and also carry out their own inquires to satisfy themselves regarding title to the property, marketability, right, interest, encumbrances, dues if any, over the property. It is the sole responsibility of the prospective buyer and no claim against the bank will be entertained.
- 26. The Authorized Officer has the absolute right and discretion to accept or reject any bid or adjourn/postpone/cancel the sale or add/delete/change any of the terms and conditions of this sale at any time without prior notice to the owner, bidder, public etc. and without assigning any reason.
- 27. The E-Auction sale is subject to the confirmation by the Secured Creditor/Bank. If the borrower/guarantor pays the amount due to the Bank in full before date of sale, no sale will be conducted. The successful bidder shall not have any claim in this regard and cancellation of the sale/auction is at the discretion of the Bank/Authorised Officer.
- 28. IndusInd Bank Ltd. has appointed M/s C1 India Private Limited as a service provider who will assist the undersigned in conducting the auction.
- 29. Prospective bidders may avail online training on e-Auction from M/s C1 India Private Limited on https://www.bankeauctions.com; Help Line nos.: 07291981124/ 25/ 26; Email Id: support@bankeauctions.com.
- 30. The intending purchasers can inspect the property with prior appointment at his/her expenses on the time and date mentioned above. For inspection of the properties please contact the Authorised Officer Mr. Rohit Swaroop on 98744 38785 / rohit.swaroop@indusind.com.
- 31. The particulars specified in the Description of property have been stated to the best of information of secured creditor and the secured creditor will not be responsible for any error, misstatement or omission.
- 32. For further details, contact the Authorised Officer Mr. Rohit Swaroop on 9874438785 / rohit.swaroop@indusind.com.
- 33. The submission of the bids shall deem that the Intending Bidders have taken all precautions and satisfied themselves with respect to the conditions of the secured assets and the terms and conditions of the auction. It shall not be open for the Intending Bidders to raise any issue after having submitted the bids and/or participated in the sale proceedings.

Date: 21.09.2024

Place: Raipur

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Authorised Officer IndusInd Bank Ltd.