

E-Auction Sale Notice under SARFAESI ACT 2002

Sale of immovable asset 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 is mortgaged/ charged to the secured creditor, being IndusInd Bank Limited, the possession of under mentioned property had been taken by the Authorised Officer of the IndusInd Bank Limited under S. 13(4) of the Act will be sold by E- 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:

Names of Borrower	M/s. Kunal Concepts India Private Limited
Co-Borrowers/Guarantors:	1)Mr. Sarkar Prabal, 2) Mrs. Lipi Sarkar
Total Amount Due as on 30.11.2024	Rs. 2,41,12,340.51 (Rupees Two Crore Forty-One Lakhs Twelve Thousand Three Hundred Forty-Five and Paise Fifty-One)
Nature of Possession	Physical Possession
Date and time of E-Auction	06/01/2025, 11:00 AM to 12:00 PM
Reserve Price	Rs. 44,00,000/- (Rupees Forty Four Lakhs Only)
EMD	Rs. 4,40,000/- (Rupees Four Lakhs Forty Thousand only) RTGS/NEFT/Fund Transfer to the credit of "IndusInd Bank Ltd", Account No. 00083564604005
Bid Increment	Rs.50,000/- (Rupees Fifty Thousand only)
Mode of Auction	E-AUCTION
Description of secured asset	Apartment bearing No. 306 in 'A' Block, Third Floor "AQUA 1" situated at Kannamangala village, Kasaba Hobli, Devanahalli Taluk, Bangalore District, measuring 1145 Sq.ft., and (331 Sq. Ft., of undivided right) of super built-up area inclusive of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use with One (1) covered Car parking space.
Date of Inspection	03/01/2025 between 11:00 AM to 01:00 PM. please contact Mr. Vishal Rajvansh 7903439576; Mr. Ravindar Jatothu Mob: 8688709890 ravindar.jatothu@indusind.com , Mr. Jansi Rao 9886090570.
Last Date of Submission of bids (E-auction)	04/01/2025 up to 04:00 PM

The details regarding E Auction are mentioned below:

Name of Auction Provider	M/s. C 1 India Private Limited
Address	Gulf petro Chem, Building No.301,1 st floor, udyog vihar, Phase-2, Gurgaon Haryana- 122015.
Contact Person	Mr. P. Dharani Krishna
Contact no	91-9948182222
Email address	support@bankeauctions.com
Website Address	https://www.bankeauctions.com

Regional office, Hyderabad : IndusInd Bank Limited, # 1-10-72, 3rd Floor, Ashoka Janardhan Chambers, Begumpet, Hyderabad – 500 016.

Regd. Office: 2401, Gen. Thimmayya Rd. (Cantoment), Pune - 411 001. India.

Tel.: (020) 26343201 Fax: (020) 2634 3241 Visit us at www.indusind.com

CIN : L65191PN1994PLC076333



TERMS & CONDITIONS

1. Sale is subject to the conditions prescribed in SARFAESI Act/Rules 2002 and the terms and conditions mentioned hereunder as also subject to conditions in the offer/bid documents to be submitted by the intending/participating bidders.
2. The sale process of above property shall be conducted through e-auction only, on the said date i.e. 06.01.2025 mentioned by the Bank's e-auction service provider M/s. C1 India Private Limited, Contact person Mr. P. Dharani Krishna, Contact No. +91 9948182222 on the platform of the website i.e.: <https://www.bankeauctions.com>. The service provider will also provide training on e-auction, if required, to those bidders who will deposit EMD.
3. Earnest Money Deposit (EMD) shall be deposited through DD/RTGS/NEFT/Fund Transfer to the credit of "**IndusInd Bank Ltd**", having Account No. **00083564604005**, IFSC: **INDB0000008**, and Branch Address IndusInd Bank Limited, # 13/2, Embassy Heights, Unit # 101 & 101M, 3rd Floor, "B" Block, Magrath Road, Bangalore 560025, before submitting bids.
4. Bids shall be submitted online only in the prescribed format with relevant details. For details please contact above persons of M/s. C1 India Private Limited on support@bankeauctions.com; Mobile No. +91 9948182222.
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, 1-10-72, Ashoka Janardhan Chambers, Sardar Patel Road, Begumpet, Hyderabad-500011, so as to reach the same on or before 06/04/2024 at 4.00 pm. The sealed cover should be super scribed with "Bid for participating in E-Auction Sale – in the A/c of "M/s Kunal Concepts India Private Limited"
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 genuinity 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 M/s. C1 India Private Limited 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. Inter se bidding among the qualified bidders shall start from the highest bid quoted by the qualified bidders and bidders can bid in multiples of Rs. 50,000/- (Rupees Fifty Thousand Only).
14. 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.
15. In no eventuality the property would be sold below the Reserve Price.
16. The property shall be sold to highest bidder, subject to acceptance of the bid by the secured creditor.
17. 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 (3). The successful bidder is advised to note the business hours of the Bank to avoid technical issues/default.

18. 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.
19. The EMD of the unsuccessful bidders will be returned on the closure of the E-auction sale proceedings without interest.
20. 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.
21. 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.
22. 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.
23. 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 property, 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.
24. 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.
25. 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.
26. Prospective bidders are advised to peruse the copies of title deed, if any available with the Secured Creditor and also carry out their own inquiries 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.
27. 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.
28. 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 claim in this regard and cancellation of the sale/auction is at the discretion of the Bank/Authorised Officer.
29. Indusind Bank Ltd has appointed M/s. C1 India Private Limited as a service provider who will assist the undersigned in conducting the auction.
30. Prospective bidders may avail online training on e-Auction from M/s. C1 India Private Limited, Address: Gulf petro Chem, Building No.301, 1st floor, udyog vihar, Phase-2, Gurgaon Haryana- 122015., Mr. P. Dharani Krishna, Contact No. +91 9948182222 Email address: support@bankeauctions.com.
31. 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 property Please contact Mr. Vishal Rajvansh 7903439576; Authorised Officer Mr. Ravindar Jatothu Mob: 8688709890 ravindar.jatothu@indusind.com. Mr. Jansi Rao Mob. 9886090570.
32. 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.
33. For further details, contact the Authorised Officer Mr. Ravindar Jatothu Mob: 8688709890 ravindar.jatothu@indusind.com.

IMPORTANT INSTRUCTIONS

34. Bidding in the final minutes and seconds should be avoided in the bidders own interest. Neither Indusind Bank Ltd nor Service Provider will be responsible for any failure/lapse (Power failure, Internet failure etc.) on the part of the vendor. In order to prevent such contingent situation bidders are requested to make all the necessary arrangements/alternatives such as backup power supply etc required so that they are able to prevent such situation and continue to participate in the auction successfully. As per the new inter-operability guidelines released by the Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2. Also, the Digital Certificate that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3)/Windows Vista/Windows 7 installed in their respective PC/Laptop.
35. This is also a notice to the borrower/guarantor of the above said loan about holding of this sale on the above mentioned date if their outstanding dues are not repaid in full.

STATUTORY 15 DAYS SALE NOTICE UNDER RULES 6(2), 8(6), 8(7) & 9(1) OF THE SECURITY INTEREST (ENFORCEMENT) RULES 2002

The borrower/guarantors/mortgagors are hereby notified to discharge the liability in full and pay the dues as mentioned above along with up to date interest and expenses within Fifteen days from the date of this notice failing which the "secured Asset" (mentioned above) will be sold as per the terms and conditions mentioned above. In case there is discrepancy between the publications of sale notice in English and vernacular newspaper then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.




Authorised Officer
IndusInd Bank Ltd

ANNEXURE 1

BID FORM

- Name/s of Bidder/s (*In Capital*)* :
- Individual / Company :
- Father's / Husband's Name* :
(In case of Company, please give Name of Authorized Official)
- Date of Birth / Incorporation* :
- Nationality* :
- Permanent/Registered Address* :
- Postal Address of Bidder/s* :
- Mobile Number & Email ID* :
- Fax Number* :
- PAN/TAN Number* :
- Aadhaar Number :
- Brief Description of Property / Secured assets :
- EMD Details
 - Date of Demand Draft :
 - Name of Bank :
 - Branch :
- Bidder's Offer / Bid Amount : Rs. _____ /- (Rupees _____ only)
(in words and figures)
- Date of submission of Bid :

I declare that I have read and understood all the general, technical and other terms and conditions of the auction sale and shall abide by all of them. I also undertake to improve my bid by minimum one increment value notified in the sale notice if I am the sole bidder.

(Signature of the Bidder/s)

Encl.:

- Copy/s of Photo ID
- Copy/s of PAN/TAN/AADHAR Card
- Copy of address proof of the Bidder(s)
- In case of bidder/s staying abroad / NRIs / PIOs / bidder/s holding dual citizenship, bidder/s must submit copy/s of his / her valid Indian passport.
- In case of bidder/s staying abroad / NRIs / PIOs / bidder/s holding dual citizenship, bidder/s shall also submit a separate declaration by way of an affidavit in the format attached herein as
- Exhibit I.

*** Please carry original at the time of auction for the purposes of verification.**

Exhibit I

DECLARATION ON AFFIDAVIT

(To be submitted only by persons residing outside India/NRIs/PIOs/bidders holding dual citizenship)

I, _____, s/o _____ aged _____, residing at _____ do hereby solemnly affirm and declare as under:

- That I am interested in participating in the auction sale proceedings and bidding for and thereafter purchasing the property viz. _____ (*details of the property*) (hereinafter referred as the "said property").
- That I am legally competent and entitled to participate in the said auction sale proceedings and pursuant thereto to purchase the said property as and when I am declared as successful bidder by the Authorised Officer of the Bank as the case may be.
- That by participating in the said auction sale or by purchasing the said property I will not be in contravention of any law, rules, regulations, directions, guidelines, etc. that are or may be applicable to me either in India or outside the jurisdiction of India.
- That I am deposing this Affidavit on my own and at my sole risk as to the costs and consequences and if the aforementioned facts deposed by me herein are found to be incorrect at any time then I shall be the sole person responsible for the same.
- That the Bank shall not in any manner be held liable or responsible with respect to any thing or facts that have been mentioned herein and deposed by me.

Deponent