

TENDER CUM AUCTION SALE NOTICE

WHEREAS the Authorised Officer of the Bank had issued Demand Notice **RO/DEL/LEG/SAR/013/18-19** dated **28/05/2018** to **(1) Mr. Anil Kumar Jindal** son of Late Shanti Saroop Jindal, Proprietor of M/s. G H Enterprises with office address at Village Bir Plassi, Hadbast No.101, Tehsil Nalagarh, District Solan, Himachal Pradesh - 174101 also at Shop No.150, Sector 7, Chandigarh and residential address at House No.1594, Sector 7 C, Chandigarh – 160009, **(2) Mr. Sunish Jindal** Son of late Shanti Saroop Jindal with residential address at House No.1594, Sector 7 C, Chandigarh – 160009, **(3) Mrs. Sunita Jindal** wife of Anil Kumar Jindal residential address at House No.1594, Sector 7 C, Chandigarh – 160009 and **(4) Mrs. Anupama Jindal** wife of Sunish Jindal with residential address house No.1594, Sector 7C, Chandigarh – 160009 under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as 'The Act') and has taken **PHYSICAL POSSESSION** of the immovable properties, more fully described in the schedule hereunder under Section 13(4) of the Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 on **06/09/2020**.

AND WHEREAS, the Borrower/ Co-Obligant/ Guarantor have failed to pay the amount, Notice is hereby given that the immovable properties more fully described in the Schedule hereunder will be sold by way of Tender Cum Auction on "as is where is", "as is what is", and " whatever there is" basis on the date and at the place mentioned herein below for realization of a sum **Rs. 5,09,22,371.35 (Rupees Five Crore Nine Lakhs Twenty Two Thousand Three Hundred And Seventy One And Paise Thirty Five Only)** as on **21/09/2021** with further interest and costs, subject to the following terms and conditions:-

Name of Property Owner	M/s. G H Enterprises
Description of the property	Hypothecation of the entire current assets (present and future) of the firm (Addressee no.1 among you) and all the goods and receivables covered under LC, stocks like fibre glass hut, die & mould for shelters, steel wire rope, GI structure, ceramic tiles, steel structure, M S steel, pipes etc and all other present and future actionable claims and other movable property such as stock – in – trade, Machineries and goods, book debts, decrees, decretal debts of the firm which now or hereafter from time to time during the security shall be brought in stored or be in or about the Premises or Godown of the firm at Village Bir Plassi, Hadbast No. 101, Tehsil Nalagarh, District Solan, Himachal Pradesh – 174101, and Shop No.150, Sector 7, Chandigarh and/or anywhere else.
Reserve Price	Rs. 1,00,000.00 (Rupees One Lakh Only)



Earnest Money Deposit (EMD)	Rs. 10,000.00 (Rupees Ten Thousand Only)
Date and Place of Sale	16/10/2021 The South Indian Bank Ltd, Chandigarh Branch Door no SCO-2475-76, Ground Floor, Sector - 22 C, Chandigarh - 160022

Name of Property Owner	M/s. GH Enterprises
Description of immoveable property	All that part and parcel of property admeasuring 2 bigha comprised in Khewat/Khatoni No. 57/62, Khasra No. 261/2(2-0), pieces 1, situated at Village Bir Plassi, Hadbast No. 101, Tehsil Nalagarh, District Solan, Himachal Pradesh – 174101 along with building thereon and all constructions/improvements made thereon, in the name of M/s. G H Enterprises more particularly described under Sale Deed No. 992 dated 24.05.2007 of SRO Nalagarh bounded on – North by Land of ACC Cement Company, South by plot, East by land of Rupana Paper Mill, West by approach road.
Reserve Price	Rs. 64,00,000.00 (Rupees Sixty Four Lakhs Only)
Earnest Money Deposit (EMD)	Rs. 6,40,000.00 (Rupees Six Lakhs Forty Thousand Only)
Date and Place of Sale	16/10/2021 The South Indian Bank Ltd, Chandigarh Branch Door no SCO-2475-76, Ground Floor, Sector - 22 C, Chandigarh - 160022

TERMS AND CONDITIONS

- 1) The property will be sold on "as is where is", "as is what is", and "whatever there is" basis and the Bank is not responsible for title, condition or any other fact affecting the property. The particulars furnished regarding the secured asset is stated to the best of information of the Bank and the Bank will not be answerable for any error, misstatement or omission.
- 2) The proposed Tenderers shall read and understand the terms and conditions mentioned in the Tender Sale Notice which is published by the Bank in its Website(www.southindianbank.com) and **3rd Floor, Plot No 21 & 21/1, Near Karol Bagh Metro Station, Opposite to Metro Pillar no 98, Pusa road, Karol Bagh, New Delhi – 110 005** and **Door no SCO-2475-76, Ground Floor, Sector - 22 C, Chandigarh - 160022** and also visit the scheduled property and satisfy as to its

area, boundaries etc, ownership, title, encumbrances, statutory approvals, measurements etc. The Bank shall not entertain any dispute regarding the Tender process or the scheduled property after participating in the sale.

- 3) Interested Tenderers shall produce a copy of any valid photo identity/ address proof. In case, the Tenderer is participating on authorization, he should produce the ID proof of himself and the Tenderer.
- 4) All amounts payable regarding the sale including EMD shall be paid by way of DD drawn in favour of "**The Authorised Officer, The South Indian Bank Ltd.**" payable at New Delhi or by RTGS / NEFT to account number "**011707300004456**" in the name of "**Authorised Officer under SARFAESI Act**" (IFS Code **SIBL0000117**) with Karol Bhag Branch.
- 5) Interested Tenderers shall submit Demand Draft / RTGS receipt for the EMD at **The South Indian Bank Ltd, Chandigarh Branch Door no SCO-2475-76, Ground Floor, Sector - 22 C, Chandigarh – 160022** along with the Tender in a sealed cover before **11:30 AM on 16/10/2021**.
- 6) The Right of entry to the place of sale will be restricted to the Tenderers who have submitted the Tender letter and EMD in a sealed cover within the stipulated time or within such time as may be decided by the Authorised officer at his sole discretion.
- 7) The Authorised Officer has got right to cancel/ postpone the Auction without assigning any reason whatsoever. Further, the Authorised Officer shall have the discretion to accept, reject or return any or all the Tenders already submitted and the Bank will not entertain any claim or representation in that regard from the Tenderers.
- 8) The Sealed Tenders will be opened by the Authorised Officer on **16/10/2021 at 12:00 Noon**. Any tender received quoting a price below the Reserve Price will be rejected outright.
- 9) After opening the tenders, the Tenderers who are present may be given an opportunity at the discretion of the Authorised Officer to have inter se bidding among themselves to enhance their offer price.
- 10) The Successful Tenderer should pay 25.00 % of the bid amount (less EMD) immediately on receipt of bid acceptance letter and the balance 75.00% amount within 15 days of the sale, failing which the entire amount paid by the Tenderer shall be forfeited by the Authorised Officer, without any notice and the sale will be cancelled and the property will be brought to sale again. However, in desirable cases the time may be extended at the sole discretion of the Secured Creditor.
- 11) The sale is subject to confirmation by the Authorised Officer, who shall have right to cancel the sale also notwithstanding that the successful Tenderer has remitted the 25.00 % of Sale amount. Further, the sale is also subject to confirmation by the Secured Creditor.
- 12) On the sale being confirmed and on receipt of the entire sale proceeds by the Authorised Officer, the successful Tenderer will be issued with a Sale Certificate as per the terms and

conditions of the Bank and the SARFAESI Act. The successful Tenderer should pay all the existing dues etc., to the Government/ Local Authorities including charges/ fees payable for registration of sale certificate such as registration Fees, Stamp Duty etc., as applicable as per law.

- 13) The Authorised Officer or Bank will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or anybody in respect of the properties under sale.
- 14) The successful Tenderer shall pay all Taxes/ Electricity/ Water/ Sewerage Charges or any other charges demanded by any authority after the acceptance of the bid, even if it pertains to previous periods.
- 15) The Successful Tenderer shall, at his cost, get the Electricity/ Water/ Sewerage connection etc. and any other common services transferred in his name.
- 16) The Authorised Officer has obtained EC / Search Report regarding the property from the year **04/08/2016** to **05/02/2021** and it contains **NO ENCUMBRANCE**.
- 17) For any further information and for inspection of property, the intended Tenderers may contact the **Authorised Officer** at New Delhi Regional Office at 1/18-20, 2nd Floor, White House, Rani Jhansi Road, New Delhi 110055 or The **Branch Manager, (Mr. Pulkit Jindal, Ph 99530 42564)** The South Indian Bank Ltd., **Door no SCO-2475-76, Ground Floor, Sector - 22 C, Chandigarh - 160022** during working hours.
- 18) This may be treated as notice to the Borrower/ Co-Obligant/ Guarantor informing them that the property will be sold if the entire amount due to the Bank being of **Rs. 5,09,22,371.35 (Rupees Five Crore Nine Lakhs Twenty Two Thousand Three Hundred And Seventy One And Paise Thirty Five Only)** as on **21/09/2021** and with further interest, costs and charges is not remitted on or before the date fixed for sale.

Date : 27/09/2021

Place : Delhi



For The South Indian Bank Ltd.

Authorised Officer

**(CHIEF MANAGER)
AUTHORISED OFFICER**