

TENDER CUM AUCTION SALE NOTICE

WHEREAS the Authorised Officer of the Bank (hereinafter referred as AO) had issued Demand Notice RO/DEL/LEG/SAR/25/2018-19 dated 19/07/2018 to the borrower **M/s. Sanco Industries Limited** with office address at D-161, Suraj Mal Vihar, Delhi-110092 also at Village Satiwala, Tehsil Paonta Sahib, Himachal Pradesh – 173025 and the guarantor, (1) **Mr. Sanjay Gupta** son of Om Prakash Gupta (In the capacity as Director and as Karta of M/s. Sanjay Gupta HUF), (2) **Mrs. Rita Gupta** wife of Sanjay Gupta (In the capacity as Director and as Coparcener of M/s. Sanjay Gupta HUF) (3) **Mr. Sidhant Gupta** son of Sanjay Gupta (In the capacity as Director and as Coparcener of M/s. Sanjay Gupta HUF) , (4) **Mrs. Mansi Gupta** daughter of Sanjay Gupta (In individual capacity and as Coparcener of M/s. Sanjay Gupta HUF), (5) **Mr. Om Prakash Gupta** Son of Babu Ram (6) **Mrs. Shakuntala Gupta** Wife of Om Prakash Gupta all residing at C-56, Surajmal Vihar, New Delhi-110092, and (7) **Mrs. Shashi Garg** Wife of Pawan Kumar Garg residing at B-256, Suraj Mal Vihar, Delhi-110092, 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 property, 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 27/11/2018.

AND WHEREAS, the borrower/guarantor have failed to pay the amount in full, Notice is hereby given that the immovable property more fully described in the Schedule hereunder will be sold by way of tender cum auction on "as is where is" basis and "as is what is" condition, on the date and at the place mentioned herein below for realization of a sum of **Rs. 15,32,97,461.26 (Rupees Fifteen Crore Thirty Two Lakhs Ninety Seven Thousand Four Hundred and Sixty One and Paise Twenty Six Only)** as on 13/08/2020 with further interest and costs, subject to the following terms and conditions: -

Name of Property Owner	Mrs. Shashi Garg
Description of property	All that part and parcel of entire Freehold Second Floor Property admeasuring 2206 Sq. Ft. (with complete Terrace Rights and with further construction rights upto last storey, with common entrance, passage and stair-case) along with 40% Undivided, Indivisible And Impartable Ownership Rights in the land underneath admeasuring 492 Sq. Yards with all fittings, fixtures, connections, structure standing thereon comprised in Property No D-819, New Friends Colony, New Delhi with all rights in other common facilities and amenities provided therein, in the name of Mrs. Shashi Garg more particularly described under Sale Deed No. 7762 dated 04/09/2003 of Sub Registrar-V New Delhi bounded on North by Plot No. 818, South by Plot No. 820, East by Road 80 Ft. Wide, and West by Service Lane 15 Ft. Wide.
Reserve Price	Rs. 5,40,00,000.00 (Rupees Five Crores Forty Lakhs Only)



Earnest Money Deposit (EMD)	Rs. 54,00,000.00 (Rupees Fifty Four Lakhs Only)
Date and Place of Sale	25/09/2020 The South Indian Bank Ltd, Regional Office, Door no 1/18-20, 2 nd Floor, White House, Rani Jhansi Road, New Delhi-110055

TERMS AND CONDITIONS

1. The property will be sold on "as is where is" basis and "as is what is" condition 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) / Karol Bagh Branch at Plot no. 18, Pusa Road, GF, Karol Bagh, New Delhi - 5 and New Delhi Regional Office at 1/18-20, 2nd Floor, White House, Rani Jhansi Road, New Delhi-110055 and also visit the scheduled property and satisfy as to its area, boundaries, ownership, title, encumbrance, 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 Bagh Branch.
5. Interested Tenderers shall submit Demand Draft / RTGS receipt for the EMD at **The South Indian Bank Ltd, Delhi Regional Office at 1/18-20, 2nd Floor, White House, Rani Jhansi Road, New Delhi 110055** along with the Tender in a sealed cover before **11:30 AM on 25/09/2020**.
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 **25/09/2020 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 in his favour or not later than the next working day after the date of Tender cum Auction Sale 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 search report regarding the property from 23/09/2016 to 20/06/2019 and it contains no encumbrance. Please be informed that in suit bearing number CS - DJ/313/17, filed before ADJ, Saket Courts, New Delhi, between Deepika Mittal vs. Shashi Garg (Guarantor) bank has been impleaded as 5th defendant and that sale of the subject property shall be subject to outcome of the suit.
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. Parveen Joy, Ph 91 70089 58630), The South Indian Bank Ltd., Karol Bagh Branch 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. 15,32,97,461.26 (Rupees Fifteen Crore Thirty Two Lakhs Ninety Seven Thousand Four Hundred and Sixty One and Paise Twenty Six Only** as on 13/08/2020 and other costs and charges is not remitted on or before the date fixed for sale.

Date : 14/08/2020

Place : New Delhi



For The South Indian Bank Ltd.


AUTHORISED OFFICER
(CHIEF MANAGER)