

DEL/CRD/SAR/16/2023-24

Date: 08.09.2023

(BY REGISTERED POST WITH AD)

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 16/09/2020.

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. 6,24,74,543.07 (Rupees Six Crore Twenty Four Lakh Seventy Four Thousand Five Hundred Forty Three and Paisa Seven Only) as on 07.09.2023 with further interest and costs, subject to the following terms and conditions:-

Name of Property Owner	M/s. GH Enterprises
Description of immovable	All that part and parcel of property admeasuring 2
property	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	27/09/2023 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)/ The South Indian Bank Ltd, Chandigarh Branch Door no SCO-2475-76, Ground Floor, Sector 22 C, Chandigarh 160022 and Regional Office, Delhi at 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 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 "0117073000004456" in the name of "Authorised Officer under SARFAESI Act" (IFS Code SIBLO000117) with Karol Bagh 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 27/09/2023.
- 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 **27/09/2023** 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.

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- 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/ Sewarage 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) The Bank shall not be responsible for any outstanding statutory dues/encumbrances/ Municipal Corporation dues/ maintenance charges/ electricity dues etc. if any and it will be the sole liability of the intending buyer. The intending bidders should make their own independent inquiries regarding the encumbrances, maintenance charge, land use, statutory dues, electricity charges etc. and title of property and should inspect and satisfy themselves prior to submission of bid. Once bid is submitted, it will be presumed that the intended bidder has satisfied himself/ herself from all aspects with respect to the property.
- 18) For any further information and for inspection of property, the intended Tenderers may contact the **Authorised Officer** at New Delhi Regional Office at 3rd Floor, Plot No 21 & 21/1, Near Karol Bagh Metro Station, Pusa Road, Karol Bagh, New Delhi 110 005 or The **Branch Manager**, The South Indian Bank Ltd., **Door no SCO-2475-76**, **Ground Floor**, **Sector 22 C**, **Chandigarh 160022** during working hours.
- 19) 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. Rs. 6;24,74,543.07 (Rupees Six Crore Twenty Four Lakh Seventy Four Thousand Five Hundred Forty Three and Paisa Seven Only) and with further interest, costs and charges is not remitted on or before the date fixed for sale.

For The South Indian Bank Ltd.

Authorised Officer (CHIEF MANAGER)

Sector 22

AUTHORISED OFFICER

Date: 08/09/2023 Place: Chandigarh