

Ref No: RO-MUM/SAR/ AP/79/23-24

Date: 21.08.2023

(BY REGISTERED POST WITH AD)

**TENDER CUM AUCTION SALE NOTICE**

WHEREAS the Authorised Officer of the Bank (hereinafter referred as AO) had issued, Demand Notices dated 27.03.2023 to Borrower - **1) Mr. Ajay Kumar Bhargav**, Proprietor of **M/s. Consumer Product Distribution Center**, G 13/1, SICOM Shed, MIDC Area, Hingna, Nagpur, Maharashtra, Pin - 440 028, **Office also at D-A/1, Hingna MIDC, Hingna Road, Nagpur, Pin - 440 016, Residing at B-8/402, Fern Apartment, Shreeji Splendor Off, GB Road, Near Brahmand Phase – 7, Azad Nagar, Sandozbagh, Maharashtra, Pin - 400 607 and Guarantor - 2) Mr. Vikrant Kumar Bhargav**, Flat No. 403, Sanchayan Loknath Tower, Opposite Ramkrishna Math, Dhantoli, Nagpur, Pin - 440 012, Also **residing at Chandak Kothi, Subhash Road, Near Sukrawari Lake, Nagpur, Pin - 440 018** 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 17.07.2023.

AND WHEREAS, the Borrower / 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" basis, "as is what is" and "Whatever there is" condition (with respect to the lie, nature and physical status of the secured asset/s), on the date and at the place mentioned herein below for realization of a sum of **Rs. 4,75,05,641.12/- (Rupees Four Crores Seventy Five Lakhs Five Thousand Six Hundred And Forty One And Paise Twelve Only Only)** as on **21-08-2023** in the Account of **M/s. Consumer Product Distribution Center** (Proprietor - Mr. Ajay Kumar Bhargav) with Branch: Nagpur of the bank with further interest, penal interest and costs, subject to the following terms and conditions:-

**SCHEDULE**

<b>Name of Property Owner</b>	Mr. Ajay Kumar Bhargav
<b>Description of property</b>	All that part and parcel of land admeasuring <b>1.87 H.R</b> (1.44 H.R + 0.43 H.R) along with all other construction, improvements, easementary rights existing and appurtenant thereon situated in Khata No. 60/1 and 411 of Gondkhairi Village, PSK 24 I in Kalmeshwar Taluk, Nagpur District and owned by <b>Mr. Ajay Kumar Bhargav</b> , more fully described in Sale Deed No. 194 dated 20.01.2016 of SRO





	<p>Kalmeshwar, Correction Deed No. 2510 dated 21.11.2016 of SRO Kalmeshwar, Correction Deed No. 2052 dated 19.10.2018 of SRO Kalmeshwar, Sale Deed No. 193 dated 20.01.2016 of SRO Kalmeshwar, Correction Deed No. 2509 dated 21.11.2016 of SRO Kalmeshwar, Correction Deed No. 2051 dated 19.10.2018 of SRO Kalmeshwar and bounded as follows,</p> <p><u>1.44 H.R of land bounded by</u></p> <p>North : Kh No. 69/4</p> <p>East : Nala &amp; Karli Shiv Dhura</p> <p>South : Remaining Land of Kh No. 60/1</p> <p>West : Road</p> <p><u>0.43 H.R of land bounded by</u></p> <p>North : Nala &amp; Karli Shiv Dhura</p> <p>East : Karli Shiv Dhura</p> <p>South : Kh No. 66</p> <p>West : Nala</p>
<b>Reserve Price</b>	<b>Rs. 3,69,60,000/-</b> (Rupees Three Crores Sixty Nine Lakhs and Sixty Thousand Only)
<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 36,96,000/-</b> (Rupees Thirty Six Lakhs Ninety Six Thousand Only) shall be paid <b>on or before 4.00PM on 10-10-2023</b> by way of DD drawn in favour of "Authorised Officer, The South Indian Bank Ltd." payable at Mumbai or through RTGS / NEFT to Account No. 0147073000003011 held by 'The Authorised Officer' in The South Indian Bank Ltd, Pune Main branch ( IFSC: SIBL0000147)
<b>Date and Place of Sale</b>	<b>11-10-2023 at 11 AM at The South Indian Bank Ltd., Nagpur Branch</b>

#### **TERMS AND CONDITIONS**

- 1) The property will be sold on "as is where is" basis, "as is what is" and "Whatever there is" condition (with respect to the lie, nature and physical status of the secured asset/s) 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/ Branch: Nagpur at 931 - "KAILASH BHAVAN", Deshpande Lay-out, Near Haldirams Day 2 Day, CA Road, Nagpur, Maharashtra, Pin - 440 008 and **Regional Office; Mumbai** at 804, Parinee Crescenzo, "G Block", Bandra Kurla Complex, Bandra (East), Mumbai, Pin - 400 051 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 Mumbai or through RTGS / NEFT to Account No. 0147073000003011 held by 'The Authorised Officer' in The South Indian Bank Ltd, Pune Main branch (IFSC: SIBL0000147).**
- 5) Interested Tenderers shall submit Demand Draft/ RTGS Receipt as the case may be for the EMD at Nagpur Branch at 931 - "Kailash Bhavan", Deshpande Layout, Near Haldirams Day 2 day, CA Road, Nagpur, Maharashtra-440008 along with the Tender in a sealed cover **before 4.00 PM on 10-10-2023.**
- 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 11-10-2023 at 11 AM. 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% of the bid amount (less EMD) immediately on receipt of bid acceptance letter in his favour or not later than the next working day of the date of Tender Cum Auction Sale and the balance 75% 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 Authorised Officer.
- 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% 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 01-01-1991 to 14-03-2023 and it contains no encumbrance
- 17) For any further information and for inspection of property, the intended Tenderers may contact the Authorised Officer or The South Indian Bank Ltd., Branch Nagpur Contact No. 0712 2732077, during working hours or may contact Mr. Tinu P Chummar, Senior Manager, Contact No: 9496803011, Branch Nagpur Mr. Sabarish DG, Chief Manager, Contact No: 9446894511 at The South Indian Bank Ltd, Regional Office and Mrs. Aparna S, Manager(Legal) Contact No: 9562280905 at The South Indian Bank Ltd., Regional Office

For The South Indian Bank Ltd

Authorized Officer  
(Regional Office, Mumbai)

**AUTHORISED OFFICER  
(CHIEF MANAGER)**

Date: 21-08-2023

Place: Mumbai

