

(E-Auction Sale Notice under SARFAESI Act 2002)

Sale of Immovable Property under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the Act).

Notice is hereby given to the Borrower / Guarantors / Mortgagors in particular and the public in general that the below mentioned property is mortgaged / charged to the Secured Creditor, being IndusInd Bank Limited, the possession of below mentioned property had been taken by the Authorised Officer of the IndusInd Bank Limited under section 13(4) of the Act is scheduled to be sold by E-Auction as mentioned below for recovery of below mentioned dues and applicable interest, charges and costs etc.

The property described below is being sold on "As is where is", "As is what is" and "Whatever there is" basis 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:

The details regarding E-Auction are mentioned below:

Details of Borrower / 1. Orient Craft Limited (Borrower & Mortgagor)					
Guarantors /	/ 2. Mr. Sudhir Dhingra (Guarantor)				
Mortgagors	3. Mr. Anoop Thatai (Guarantor)				
	4. Mr. Krishan Kant Kohli alias K K Kohli (Guarantor)				
	5. Olympus Realtors Private Limited (Guarantor)				
Total Amount due as	Rs. 81,52,14,007.91/- (Rupees Eighty-One Crores, Fifty-Two Lacs,				
on 31.05.2022 as per Fourteen Thousand, Seven and paise ninety-one only)					
13(2) demand notice					
Nature of Possession	Symbolic Possession				
Details of	etails of Not known to the Bank. Bidder is expected to conduct its own due				
encumbrances over diligence on the subject property.					
the property	,				

Description of Immovable Property					
Lot No.	Property Description	Area (Sq. meters)	Reserve Price	EMD	
1	Exclusive charge by way of Memorandum of Entry for deposit of title deeds on all part and parcel of the leasehold property being plots bearing no. A-809 to A-820 admeasuring 30.00 acres (121409 square meters) situated at Pathredi Industrial Area, Bhiwadi – II, Rajasthan Bounded as:  North: Road 24.0 meters  South: Road 24.0 meters  East: Road 60.0 meters  West: Road 24.0 meters owned by Orient Craft Limited	121409	Rs. 99 Crores	Rs. 9.90 Crores	



REVENOUS AND ASSESSED.

Corporate Office: New Tower, Hyatt Regency Complex Block A, District Centre, Bhikaji Cama Place, R.K. Puram, New Delhi – 110066.

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- same on or before 22.06.2023 at 12:00 Noon. The sealed cover should be super scribed with "Bid for participating in E-Auction Sale in the Account of "Orient Craft 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 <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> 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 websites of IndusInd Bank Ltd. i.e. <a href="https://www.bankeauctions.com">www.indusind.com</a> and from website of service provider i.e. <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> 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 working 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 provide self-attested KYC documents online as well as offline. The genuineness 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 offer 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 <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> 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. Auction will be scheduled for an initial period of 60 minutes followed by unlimited extensions 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.
- 14. In no eventuality, the property would be sold below the Reserve Price.

- 15. The property shall be sold to highest bidder, subject to acceptance of the bid by the secured creditor.
- 16. 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 (4). The successful bidder is advised to note the business hours of the Bank to avoid technical issues / default.
- 17. The balance amount of the purchase money (75% of the purchase money) shall be paid to the Authorised Officer of IndusInd Bank Limited on or before 15<sup>th</sup> day from the date of E-Auction or such extended period as agreed upon in writing by the Authorised 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 the recourse / claim against the Bank / Authorised Officer.
- 18. The successful applicant shall bear the responsibility to pay applicable TDS of 1% on the purchase money of the property to Income Tax Department. The TDS amount is to be deducted from the purchase money to be paid to the Bank by the successful applicant. Post payment of TDS, applicant is required to submit Form 26QB as proof of payment of TDS, to the Bank, post which only, Sale Certificate will be issued to the successful applicant.
- 19. The EMD of the successful 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 property.
- 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. The property is presently being auctioned under "Symbolic Possession" of the Bank as Physical Possession of the subject is not available with the Bank. Bank is not liable to hand over the Physical Possession of the property to the successful bidder.

25. 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.

26. The Authorised 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.

27. Prospective bidders are advised to peruse the copies of title deed, if any available with the Bank 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.

28. The Authorised Officer has the absolute right and discretion to accept or reject any bid or adjourn / postpone / cancel the sale of add / delete / change any of the terms and conditions of the sale at any time without prior notice to the owner, bidder, public etc. and without assigning any reason.

29. The E-Auction sale is subject to the confirmation by the Secured Creditor / Bank. If the borrower / guarantor / mortgagors 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.

30. IndusInd Bank Ltd. has appointed M/s C 1 India Private Limited as a service provider who will assist the undersigned in conducting the auction.

31. Prospective bidders may avail online training on e-auction from M/s C 1 India Private Limited on <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a>; Contact Person Mr. Mithalesh Kumar, Mobile no. +91-7080804466, e-mail ID: <a href="mailto:support@bankeauctions.com">support@bankeauctions.com</a>

32. 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 Authorised Officer Mr. Mohit Taluja on 9999389922 / mohit.taluja@indusind.com

33. The particulars specified in the Description of property have been stated to the best of information of the Secured Creditor and the Secured Creditor will not responsible for any error, misstatement or omission.

34. The submission of the bids shall deem that the Intending Bidders have taken all precautions and satisfied themselves with respect to the conditions of the secured assets and the terms and conditions of the auction. It shall not be open for the Intending Bidders to raise any issue after having submitted the bids and / or participated in the sale proceedings.

Date: 31.05, 2023

Place: Bhiwadi, Rajasthan

Authorised Officer
IndusInd Bank Limited