

NOTICE OF SALE THROUGH PRIVATE TREATY

Sale of immovable asset charge to IndusInd Bank under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. (SARFAESI ACT)

Notice is hereby given to the public in general and to the Borrower/s and Guarantor/s in particular that the under mentioned property is mortgaged/ charged to the secured creditor, being IndusInd Bank Limited, the possession of under mentioned property had been taken by the Authorised Officer of the IndusInd Bank Limited under S. 13(4) of the Act will be sold through Private Treaty as mentioned below for recovery of under mentioned dues and applicable interest, charges and costs etc. as detailed below.

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

Names of Borrowers	1.Mr. S. Mallesh Kumar (borrower cum guarantor), 2.M/s. SRG Marketing (borrower cum guarantor).
Co-Borrowers/Guarantors:	1.Mr. S. Mallesh Kumar (borrower cum guarantor), 2. M/s. SRG Marketing (borrower cum guarantor), 3. Mrs. Geetha (guarantor).
Total Amount Due as on 14.02.2021 as per 13(2) notices Loan Ac. No's-510003484108 & 650014100182	Rs.5,36,33,275.69/- (Rupees Five Crores Thirty Six Lakhs Thirty Three Thousand Two Hundred Seventy Five and Sixty Nine Paise Only), With further interest there on at the contractual rate and cost, expenses.
Nature of Possession	Under Possession
Date and time of Private Treaty	22/07/2022, 11:00 am to 12:00 pm
Reserve Price	Rs.61,24,000/- (Rupees Sixty One lakhs Twenty Four Thousand Only)
EMD	Rs.6,12,400/- (Six lakhs Twelve Thousand Four Hundred Only) to be deposited by way RTGS/NEFT/Fund Transfer to the credit of "IndusInd Bank Ltd", Account No. 00043564604005, IFSC: INDB00000004,
Bid Increment	Rs.50,000/- (Rupees Fifty Thousand only)
Date of Inspection of Properties	18/07/2022 between 11:00 AM to 01:00 PM, please contact Mr. Madan Kumar 9962555312. Authorised Officer Mr. Varadaraj Mob: 9966078652 vardarai.devarai@indusind.com .
Date of Submission of bids (E-auction)	21/07/2022 up to 04:00 PM
Mode of Auction	PRIVATE TREATY
Description of Immovable Property:	All the piece and parcel of property bearing vacant site No.14, Khata No.578/537/20/14 formed out of Sy.No.130 of Nagadevnahalli village, Kengeri, Bangalore South Taluk, which is duly converted from agricultural purpose to Non-agricultural residential purpose, vide conversion order No. ALN(S)S.R(K)/175/11-12, dated 26/04/2012, issued by the office of the district commissioner, Bangalore District and



Begumpet Office: IndusInd Bank Limited, 1-8-448, Sardar Patel Rd., Begumpet, Secunderabad – 500 003, Tel: (0040) 40916229

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CIN: L65191PN1994PLC076333

falling under the jurisdiction of BBMP, Kengeri, having BBMP Kathas and measuring
 East to West: Northern Side: 42'.6" feet: Southern Side: 42'.6" feet
 North to South: Eastern Side: 40'.0" feet: Western Side: 40'.0" feet
 Totally Measuring: 1701 Sq.ft.,
 And bounded on the: -
 East by : Site No.21,
 West by : Site No.15,
 North by : Road,
 South by : Site No.11 & 12.

INDUSIND BANK LTD.

TENDER DOCUMENT

TERMS AND CONDITIONS OF SALE

The immovable properties described herein below as "secured assets" are being and shall be sold on "AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS". The intending bidders are specifically informed that only immovable property is being sold herein above said immovable property shall be sold separately.

- 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.
- The particulars of secured assets described herein and in the published Auction Sale Notice dated 07-07-2022 have been stated to the best of the information of the Authorised Officer and the Authorised Officer shall not be answerable for any error or omission thereof. The Authorised Officer hereby declares that IndusInd Bank Limited is having possession of secured assets.
- The Authorised Officer is not aware of any encumbrance on the secured assets other than that disclosed herein. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of secured assets put on auction and claims/ rights/ dues/ affecting the secured assets, prior to submitting their respective bids. The Public Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the secured creditor.
- The secured assets are being sold with all the existing and future encumbrances whether known or unknown to the secured creditor and the Authorised Officer and / or the secured creditor shall not in any manner be held responsible for any-encumbrance, charge, government dues, third party claims etc., if any, on the said secured assets and the same shall be sole responsibility of the purchaser.
- The encumbrances stated in the Auction Sale Notice as published and / or any statutory claim made in respect of the secured assets may be paid from and out of the sale proceeds to the extent the sale proceeds are in excess of the claim of the secured creditor.
- Sale of the secured assets shall be conducted strictly in accordance with the detailed terms and conditions of sale as indicated herein and in the Auction Sale Notice dated 07-07-2022.
- For the purpose of purchasing this Tender Document and /or verifying the copies of title documents of the secured assets and / or for any further information with respect to the secured asset, the Intending Bidders may contact please contact Mr. Madan Kumar 9962555312. Authorised Officer Mr. Varadaraj Mob: 9966078652 vardaraj.devarai@indusind.com.
- Intending Bidders shall deposit the Earnest Money Deposit (EMD) by way of a RTGS / Demand Draft / Pay Order drawn in favour of IndusInd Bank Limited, on or before 04 P.M. of 21/07/2022. **RTGS details:** Account No. **00043564604005**, IFSC: **INDB0000004**.
- Intending Bidders shall ensure that their respective bids in the prescribed Bid Form attached herein as Annexure 1 together with EMD and all necessary documents shall, in a sealed envelope super scribed "Bid For SRG Group", reach



the Authorised Officer IndusInd Bank Ltd, Embassy Heights Office of IndusInd Bank Limited situated at Embassy Heights, Block-B, No.13, Magrath Road, Bengaluru – 560025, so as to reach the same on or before 21/07/2022 at 4.00 pm. The sealed cover should be super scribed with "Bid for participating in Sale – in the A/c of "M/s SRG Group". The EMD of unsuccessful bidders are refundable and shall not carry any interest. The EMD of the successful bidder shall be adjusted towards the sale price.

- Intending Bidders shall give their full name and complete address and state clearly whether they are submitting bids for themselves or on behalf of another and in the latter case furnish proper authority with respect thereto and also full name and complete address of actual intending purchaser with the Residence Proof (AADHAR) & PAN Card Number and photocopy thereof.
- Bids received without EMD and /or below the reserve price and/or without Bid Form duly filled and/or necessary documents and/or incomplete in any manner and / or conditional bids is liable to be rejected at the outset and declared as invalid.
- Sale of the secured assets will be conducted on 22-07-2022 from 11.00 Am onwards to 12.00 Pm at IndusInd Bank Ltd, Embassy Heights Office of IndusInd Bank Limited situated at Embassy Heights, Block-B, No.13, Magrath Road, Bengaluru – 560025, in accordance with the terms and conditions stated herein and in the Auction Sale Notice dated 07-07-2022, whereby all the valid Intending Bidders as declared by the Authorised Officer can participate in the inter se bidding.
- The highest bidder declared as successful bidder by the Authorised Officer shall immediately pay 25% of the bid amount/sale price and balance 75% of the bid amount/sale price within 15 days therefrom or such extended time as the Authorized Officer may agree in writing. All payments are to be made by way of a Demand Draft / Pay Order / RTGS only or in the manner as the Authorised Officer may deem fit.
- If the successful bidder fails to make the aforesaid payments within the stipulated time frame and in the manner prescribed herein, then the Authorized Officer reserves the right to forfeit all the payments made by the successful bidder till that date as well as resell the secured assets jointly and the successful bidder shall forfeit all claim to the secured assets or to any part of the sum for which it may be subsequently sold.
- Upon receipt of the full sale price, a Sale Certificate shall be issued by the Authorized Officer. The Sale Certificate is liable for the charges/fees payable for conveyance such as Registration Fees, Stamp Duty, LRS and such other statutory dues, etc., as applicable as per law, to be paid by the successful bidder, viz. auction purchaser.
- The Authorized Officer reserves the absolute right to accept or reject the bid including the highest bid or adjourn / postpone / cancel the sale proceedings at any time without further notice and without assigning any reasons thereof. The decision of the Authorised Officer / secured creditor shall be final. The persons participating in the auction/sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.
- In case of failure of the auction sale, the Authorised Officer reserves the right to sell the secured assets by way of private treaty at any time thereafter.
- In case of redemption of mortgage by the borrowers before completion of sale i.e. before the execution and registration of sale certificate, the Bank will refund all the amounts deposited by the successful bidder with the Bank towards the sale price of the secured assets without any interest or other charges on the said amounts. In such cases, the successful bidder shall forfeit all claims to the secured assets, the secured creditor and the Authorised Officer.
- The purchaser shall be deemed to have purchased the properties with full knowledge and subject to all the reservations, if any, in the Master Plan and/or Development Plan or Draft Development Plan or Town Planning Scheme affecting the property and consent, including permission of the Competent Authority and/or under the relevant Provisions of the Laws touching the matter, if any, shall be obtained by him from the concerned authorities.
- In case of any inconsistencies between the terms and conditions of the published Auction Sale Notice dated 07-07-2022 and this tender document, the terms and conditions of this tender document will prevail.

DECLARATION

The above terms and conditions are read and understood and explained in vernacular language and I/We agree to abide by the same and accept that the same shall be binding on me/us at all times.

Date:

(Signature)

ANNEXURE 1

BID FORM

- Name/s of Bidder/s (In Capital)* :
- Individual / Company :
- Father's / Husband's Name* :
(In case of Company, please give
Name of Authorised Official)
- Date of Birth / Incorporation* :
- Nationality• :
- Permanent/ Registered Address* :
- Postal Address of Bidder/s* :
- Aadhaar :
- Mobile Number & Email ID• :
- Fax Number :
- PAN/TAN Number* :
- Brief Description of Property / Secured assets :
- EMD Details
Date of Demand Draft :
Name of Bank :
Branch :
- Bidder's Offer / Bid Amount : Rs. _____ / - (Rupees _____ only)
(in words and figures)
- Date of submission of Bid :

I declare that I have read and understood all the general, technical and other terms and conditions of the auction sale and shall abide by all of them. I also undertake to improve my bid by minimum one increment value notified in the sale notice if I am the sole bidder.

(Signature of the Bidder/s)

Encl.:

- Copy/s of Photo ID
- Copy/s of PAN/TAN/AADHAAR Card
- Copy of address proof of the Bidder(s)
- In case of bidder/s staying abroad / NRIs / PIOs / bidder/s holding dual citizenship, bidder/s must submit copy/s of his / her valid Indian passport.
- In case of bidder/s staying abroad / NRIs / PIOs / bidder/s holding dual citizenship, bidder/s shall also submit a separate declaration by way of an affidavit in the format attached herein as
- Exhibit I.

*Please carry original at the time of auction for the purposes of verification.

Exhibit I

DECLARATION ON AFFIDAVIT

(To be submitted only by persons residing outside India/NRIs/PIOs/bidders holding dual citizenship)

I, _____, s/o _____ aged _____, residing at _____ do hereby solemnly affirm and declare as under:

- That I am interested in participating in the auction sale proceedings and bidding for and thereafter purchasing the property viz. _____ (*details of the property*) (hereinafter referred as the "said property").
- That I am legally competent and entitled to participate in the said auction sale proceedings and pursuant thereto to purchase the said property as and when I am declared as successful bidder by the Authorised Officer of the Bank as the case may be.
- That by participating in the said auction sale or by purchasing the said property I will not be in contravention of any law, rules, regulations, directions, guidelines, etc. that are or may be applicable to me either in India or outside the jurisdiction of India.
- That I am deposing this Affidavit on my own and at my sole risk as to the costs and consequences and if the aforementioned facts deposed by me herein are found to be incorrect at any time then I shall be the sole person responsible for the same.
- That the Bank shall not in any manner be held liable or responsible with respect to any thing or facts that have been mentioned herein and deposed by me.

Deponent