Regional Office: Kolkata, Door No.20 A, Ward No.63, 1st Floor, Flat No.1, Park Street P.O, Kolkata, West Bengal, Pin - 700016, Phone No: 033-40031212, 22650050, Email:ro1013@sib.co.in



Ref: RO-KOL/SH/br0459/E-Auc/91/2024-25

<u>E - AUCTION SALE NOTICE</u>

Date: 26.12.2024

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8(6) and 9(1) of the Security Interest (Enforcement) Rules, 2002.

WHEREAS, the Authorised Officer of the Bank had issued Demand Notice dated 15.07.2021, calling upon Borrower - M/s. Khandelwal Projects Private Limited, 2nd Floor Room No 202, 2nd Floor, Premise No.64A, Hemanta Basu Sarani BBD Bagh, Kolkata, West Bengal-700001, also at VILL: Gobindapur, PS Dadpur, Durgapur Express Way-NH-2, Near Diamond Hotel, Hooghly-712305 and Guarantors - (1) Mr. Shyam Lal Khandelwal, (2) Mrs. Archana Khandelwal and (3) Mr. Sandeep Khandelwal, all are residing at P-201, Ground Floor, Flat No 1, CIT Road, Scheme VIIM, Block 1, Kakurgachi WB-700054 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/ies, 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.

AND WHEREAS, the borrower/guarantor have failed to pay the amount, Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) that the immovable property/ies mortgaged to the Secured Creditor more fully described in the Schedule hereunder will be sold on "as is where is" basis, "as is what is" and "whatever there is" condition, on the date and at the place mentioned herein below for realization of a sum of Rs.6,08,67,628.12 (Rupees Six Crore Eight Lakh Sixty Seven Thousand Six Hundred and Twenty Eight and Paise Twelve Only) as on 30.06.2023, with future interest, costs and expenses etc. thereon in the account/s of M/s. Khandelwal Projects Private Limited with Liluah Howrah Branch of the Bank, subject to the following terms and conditions:-

Name of Property Owner	M/s. Khandelwal Projects Private Limited
	All that the said Residential Flat/Apartment No B-3 at block No.M
	11 situated on the ground floor admeasuring a plinth area of about
	64.41 Sq.mt equivalent to more or less 693.5 Sq ft with mosaic
	floor (super built up are being more or less 763 Sq.ft) consisting of
<b>Description of property</b>	one kitchen, one living cum dining, two bed room, one toilet, one
	WC and one balcony comprised within MOON BEAM East
	Horizon Housing Project pertaining to HIDCO Plot no.IIC/BLK/8,
	Premise No 02-0689 in Action Area IIC, New Town, Kolkata,
	Police Station Rajarhat, within Gram Panchayat Bishnupur

Indian Bauk Lto . Regd. Office Thrissur, Kerala Head Office S.I.B. House, T.B. Road P.E. No. 28 Issui - 680001, Kerala, (Te) 0437-2420-000, (Fc.) 91-487-244-2021, e-mail: sibsorpointe@siboodir CIN: 16519181, 1929F1 0004011, Toll Free dodia) 1600-102-9408, 4800-425-1809 (35Mb)

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	Rajarhat-II, Mouza-Hidco formely Mouza-Raigachi, J L No.12 District-North 24 Parganas, Pin 700061, SRO-ADSR Rajarhat, Dist-Registration Office-DSR Barasat AND TOGETHER WITH all rights, liberties, benefits, privileges, easement AND the use and enjoyment of common areas and facilities/amenities attached and/or appurtenant to the said and the premises in the name of Sri. Shyamlal Khandelwal registered in Book –I, Volume Number 1904-2016, Page from 162489 to 162510 being no.190404561 for the year 2016 of ARA-IV Kolkata.  The entire housing project (i.e MOONBEAM (MIG) UNDER EAST HORIZON HOUSING PROJECT) is Butted and bounded as follows: On the North: Sewerage Treatment Plant On the East: Canal Bank WalkWay and Peripheral Canal. On the South: WBHB Land & Street No. 689 (40M wide) (20 M wide) On the West: Street No.666
Nature of possession	Physical possession
Reserve Price	Rs.25,00,000/- (Rupees Twenty Five Lakhs Only)
Earnest Money Deposit (EMD)	Rs.2,50,000/-(Rupees Two Lakh Fifty Thousand Only)
Mode of submission of EMD/ Sale amount	All amounts payable regarding EMD and sale shall be paid by way of Demand Draft drawn in favour of "The Authorised Officer, The South Indian Bank Ltd." payable at G.C.Avenue or through RTGS to Account No:0129073000010712 held by "The Authorised
	Officer" in The South Indian Bank Ltd, Branch G.C. Avenue (IFSC Code: SIBL0000129)
Last date and time for submission of Bid along with EMD	Officer" in The South Indian Bank Ltd, Branch G.C. Avenue (IFSC
Last date and time for submission of Bid along	Officer" in The South Indian Bank Ltd, Branch G.C. Avenue (IFSC Code: SIBL0000129)
Last date and time for submission of Bid along with EMD	Officer" in The South Indian Bank Ltd, Branch G.C. Avenue (IFSC Code: SIBL0000129)  on or before 20.01.2025 by 11.00 AM
Last date and time for submission of Bid along with EMD Property Inspection	Officer" in The South Indian Bank Ltd, Branch G.C. Avenue (IFSC Code: SIBL0000129)  on or before 20.01.2025 by 11.00 AM  From 2 PM to 4 PM on working days with prior appointment



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## **TERMS AND CONDITIONS OF SALE**

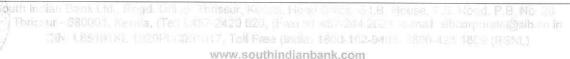
- 1. The secured asset will be sold by e-auction through Bank's approved service provider i.e. MatexNet Private Limited who are assisting the Authorised Officer in conducting the online auction.
- 2. The intending purchasers shall submit the EMD amount mentioned hereinabove via Demand Draft in favour of "The Authorised Officer, The South Indian Bank Ltd." payable at GC Avenue at the address mentioned above or through RTGS to Account No: 0129073000010712 held by "The Authorised Officer" in The South Indian Bank Ltd, G.C. Avenue Branch (IFSC Code: SIBL0000129) latest by 20.01.2025 by 11.00AM
- 3. The intending purchaser shall submit duly filled in bid form in original (format available with Authorised officer and in website https://assets.matexauctions.com) along with self-attested copies of Proof of identification/Address proof (KYC) to the Authorised officer and should carry the original for verification. Bids submitted otherwise than in the format prescribed shall not be eligible for consideration and will be liable for rejection.
- 4. In case of joint bidders, an authorization letter signed by all the bidders authorizing a bidder (one among them who is holding a valid ID) is to be submitted along with bid form. In case the bidder is a corporate/Partnership firm, a copy of the resolution passed by the Board of Directors/Partners authorizing the actual bidder, who is holding a valid ID, needs to be submitted along with the bid form.
- 5. Bidders should have active mobile number and valid e-mail address for participating in E-Auction and register their names at the e-auction portal and get User ID and Password free of cost from E-auction service provider whereupon they would be allowed to participate in the online-E-auction.
- 6. Please note that interested purchasers shall be permitted to participate and bid in the e-auction only if EMD amount has been received by the Bank along with the documents and in the manner mentioned in point 3 hereinabove.
- 7. Eligible Bidders who have duly complied with the above requirements in point no.2,3 & 4 hereinabove will be provided with User ID and Password through Bank's approved service provider for participating in e-auction portal.
- 8. After the submission of EMD, the bidders shall not be allowed to withdraw the Bid forms/EMD. The amount of EMD paid by interested bidders shall not carry any interest.
- 9. Online bidding will commence from Reserve price or from the highest bid quoted whichever is higher.
- 10. The Bank / service provider for e-Auction shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the causes.
- 11. The bid once submitted by the bidder, cannot be cancelled/withdrawn and the bidder shall be bound to buy the property at the final bid price. The failure on the part of bidder to comply with any of the terms and conditions of e-Auction, mentioned herein will result in forfeiture of the amount paid by the defaulting bidder.



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- 12. Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.
- 13. The Authorised Officer shall be at liberty to cancel the e-Auction process at any time, before declaring the successful bidder, without assigning any reason.
- 14. The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.
- 15. The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.
- 16. The Authorised Officer is not bound to accept the highest offer and the Authorised officer has absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the e-Auction without assigning any reason thereof. The sale is subject to confirmation by the secured creditor.
- 17. In case of forfeiture of the amount deposited by the defaulting bidder, he shall neither have claim on the property nor on any part of the sum for which may it be subsequently sold.
- 18. In case any dispute arises as to the validity of the bid(s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of the Authorised Officer shall be final. In such an eventuality, the Bank shall in its sole discretion be entitled to call off the sale and put the property to sale once again on any date and at such time as may be decided by the Bank.
- 19. The property will be sold on "as is where is" basis, "as is what is" and "whatever there is" condition and the Bank is not responsible for title, condition or any other fact affecting the property.
- 20. It is the responsibility of the Bidders to inspect and satisfy themselves about the Secured Asset, including its specifications, the legality of the title deeds and other documents pertaining to the said Secured Asset before participating in the" E-auction" and The South Indian Bank Ltd will not liable for any issues pertaining to the Secured Asset after the completion of the E-auction.
- 21. The Successful bidder shall pay 25 % (including EMD of 10%) of the bid amount immediately on the same day or not later than next working day, as the case may be, on confirmation of Sale in his/her favour. Balance 75% of bid amount shall be paid to the Authorised Officer within 15 days of the sale, failing which the entire deposit made by the Bidder towards earnest money deposit and/or other such amounts shall be forfeited without any notice by the Authorized officer 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.
- 22. On the sale being confirmed and on receipt of the entire sale proceeds by the Authorised Officer, the successful bidder will be issued with a Sale Certificate as per the terms and conditions of the Bank and the SARFAESI Act. The sale certificate shall be issued in the name of the successful bidder. No request for change of name in the sale certificate other than the person who submitted the bid /participated in the e-Auction will be entertained.
- 23. The successful bidder should pay all the existing dues etc., to the Government/Local Authorities and bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, Registration expenses, fees etc. for transfer of the property in his/her name.
- 24. The South Indian Bank Ltd is not liable to pay any interest/ refund EMD or any such amounts in case of any delay in issue of confirmation of sale/ Sale Certificate by virtue of any Court Order received after e-auction is complete or any other reasons whatsoever.



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- 25. 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.
- 26. The successful bidder 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.
- 27. Bidder shall ensure payment of TDS on sale in compliance with provision of Income Tax Act as applicable and necessary proof of the same to be submitted to Authorised Officer before issuance of Sale Certificate.
- 28. The Successful bidder shall, at his/her cost, get the Electricity/ Water/ Sewerage connection etc. and any other common services transferred in his name.
- 29. The Authorised Officer has obtained EC/ search report regarding the property and it contains <u>no</u> encumbrance.
- 30. For any further information and for inspection of property, the intended bidders may contact the Authorised Officer or The South Indian Bank Ltd., Branch Brabourne Road during working hours or may contact Mr. Sudarshan Gupta (Manager Legal, Kolkata Regional Office, The South Indian Bank Limited ) on 8472012221

For detailed terms and conditions of the sale, please refer to the link provided in www. southindianbank.com. and https://assets.matexauctions.com

Date: 26.12.2024 Place: Kolkata AUTHORISED OFFICER (CHIEF MANAGER)