Sale Notice for Publication on January 21, 2024





Indian Bank



ALLAHABAD

Corporate Office: Wing '2-C', No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014 Branch Office: 73, 7th Floor, Mittal Chambers, Nariman Point, Mumbai – 400021, Maharashtra, India

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) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002.

Notice is hereby given to the public in general and to the Borrower (s) / Guarantor (s) / Mortgagor (s), in particular, that the below described immovable property/ies mortgaged/charged to the Indian Bank ("IB" or "Lead Bank"), acting in its capacity as Lead Bank of the Consortium of Banks comprising of Central Bank of India, Canara Bank, State Bank of India, Punjab National Bank, Bank of India, Bank of Baroda, Asset Reconstruction Company of India Ltd and JM Financial Services Ltd (collectively referred as "Secured Creditors"), will be sold on "As is where is", "As is what is", "Whatever there is" and "Without recourse basis". The Sale is under SARFAESI through "Swiss Challenge Method", based on an existing offer in hand ("Anchor Bid"), by way of online e-auction, for recovery of outstanding dues of the Secured Creditors, together with further interest, charges and costs etc. Parties interested to buy the properties may bid for any higher amount and the original offeror will have a right to match the same. And in case the original offeror fails to match the highest bid, the property will be sold to the highest bidder.

BOB Capital Markets Ltd ("BOBCAPS") has been appointed as the Lender's Process Advisor.

Name of the Borrower	M/s. Varun Industries Limited		
	13, Shankeshwar Darshan, A.G. Pawar Cross Lane, Byculla (E), Mumbai – 400027.		
Name of the Guarantors/ Co-	1. Mr. Kiran Mehta		
Borrowers/ Mortgagors	2. Mr. Kailash S. Agarwal		
Outstanding Debt of Secured	As per sec 13(2) notice dated 07.08.2013, the outstanding dues of the Secured Creditors as on		
Creditors	31.07.2013 is Rs.1859,53,14,816.48 (Rupees One Thousand Eight Hundred Fifty-Nine Crore and Fifty-		
	Three Lakh Fourteen Thousand Eight Hundred Sixteen and Paise Sixty-Two only) and thereafter the		
	current outstanding of consortium is Rs.1523,66,91,739.62 (Rupees One Thousand Five Hundred		
	Twenty-Three Crore and Sixty-Six Lakh Ninety-One Thousand Seven Hundred Thirty-Nine and Paise		
	Sixty-Two only) as on 30.06.2023, together with further interest thereon from the date of default at		
	contractual/documented rates and other incidental expenses, etc.		
Possession	IB has taken physical possession as per provisions of SARFAESI Act, 2002 on 09.10.2013 .		
Date of Inspection	January 22, 2024 to January 31, 2024 (working days only) between 11 am to 5 pm		
Earnest Money Deposit (EMD)	Rs.6,70,00,000/- (Rupees Six Crore Seventy Lakh only)		
Last Date for submission of Bid	February 07, 2024 by 05:00 p.m.		
& EMD			
Reserve Price	Rs.67,00,00,000/- (Rupees Sixty Seven Crore only)		
Bid Increment	Rs.10,00,000/- (Rupees Ten Lakh only) & in such multiples		
Date & Time of E-Auction	February 08, 2024 at 11 am to 4 pm		
Pending Litigations known to IB	Not Known		
Encumbrances known to IB	Not Known		
Description of the Secured	All that piece and parcel of non-agricultural land bearing Survey No. 14 (part) of Village Waliv, Vasai -		
Asset being auctioned	Vajreshwari Road, Taluka Vasai, Vasai (East) 401208, District Phalgar, measuring 3.24 hectares i.e., to say		
	32,400 sq. mts. or thereabout with RCC framed main warehouse in ground & 1st floors of ~13,306 sq. mtrs;		
	1st and 2nd mezzanine floors of ~7,611 sq. mtrs; terrace floors of 627 sq. mtrs and loading/unloading		
	platform of 730 sq. mtrs; AC sheet warehouse in ground & 1st floors of ~2,370 sq. mtrs; 1st mezzanine floor		
	of 725 sq. mtrs and loading/unloading platform of 173 sq. mtrs; Guest house in ground, 1st and 2nd floors		
	of ~479 sq. mtrs and a helipad on top of RCC framed main warehouse. Bounded as follows: North:		
	Remaining part of Survey No.14; South: Vajreshwari Road; East: Partly by Vajreshwari Road and Partly by		
D 1 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	land bearing Survey No.13; West: Boundary of Village Gokheeware.		
Details of Authorised Officer	Mrs. Kalpana Purohit – Chief Manager; E-mail: samlargemumbai@indianbank.co.in		
For further details contact	1) Mr. Sagar Bhadra – AVP; Phone: +917666412395, Email:		
	sagar.bhadra@bobcaps.in		
	2) Mr. Rishi Shah – AM; Phone: +918291897862, Email:		
	A wholly owned subsidiary of Bank of Baroda rishi.shah@bobcaps.in		

For detailed Terms & Conditions of the E-auction sale, Please refer to the link provided on Indian Bank's website: https://indianbank.in or BOBCAPS website <a hre

24/-

Ms. Kalpana Purohit, Chief Manager Authorized Officer Indian Bank

Place: Mumbai Date: January 20, 2024

[Terms and Conditions for Sale to be uploaded in Banks website as well as at IBAPI website]

TERMS AND CONDITIONS OF SALE

Indian Bank

Corp. Off.: Wing '2-C', No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014 Branch Off.: 73, 7th Floor, Mittal Chambers, Nariman Point, Mumbai – 400021

acting in its capacity as Lead Bank of the Consortium of lenders comprising of Central Bank of India, Canara Bank, State Bank of India, Punjab National Bank, Bank of India, Bank of Baroda, Asset Reconstruction Company of India Ltd and JM Financial Services Ltd pertaining to **M/s. Varun Industries Limited**

Sale on "As is where is, As is what is, Whatever there is and Without recourse basis" of the Secured Assets (defined in the advertisement) under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("Securitisation (SARFAESI) Act") read with proviso to Rule 6 (2) and Rule 8 (6) of the Security Interest (Enforcement) Rules, 2002 ("Rules").

The Sale is under SARFAESI through "Swiss Challenge Method", based on an existing offer in hand, by way of online e-auction, for recovery of outstanding dues of the Secured Creditors, together with further interest, charges and costs etc. In the event of no participation, the bidder for Anchor Bid shall be declared successful bidder. The bidder for Anchor Bid ("Anchor Bidder") carries the "Right of First Refusal" post conducting the e-auction process.

TERMS AND CONDITIONS FOR SALE OF ASSET THROUGH ONLINE E-AUCTION UNDER SARFAESI ACT 2002 THROUGH "SWISS CHALLENGE METHOD"

1. The Sale will be conducted by the undersigned through e-auction platform provided by the e-Auction service provider MSTC Ltd at the Website - https://www.mstcecommerce.com on the date and time mentioned above.

The intending Bidders/Purchasers are required to register on portal https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp) using their mobile number and email-id and upload requisite KYC documents. Afterwards e-Auction service provider MSTC Ltd will verify the KYC documents (may take 2 working days).

Once the KYC is approved by MSTC, the intending Bidders/Purchasers have to generate the Challan from https://www.mstcecommerce.com and transfer the EMD amount through NEFT/RTGS in his Global EMD Wallet maintained by MSTC well in advance. Interested bidder may deposit Pre-Bid EMD with MSTC before the close of e-Auction. The interested bidder will be able to bid on the date of e-auction only if the Bidder's Global Wallet have sufficient balance (>=EMD amount) as on the date and time of Auction.

Bidder registration, submission & verification of KYC documents and transfer of EMD in wallet may be completed well in advance at least two days before auction date. In case Auction purchaser submits the KYC documents within two days preceding the Auction date, Authorized officer / Bank / e- Auction service provider is having liberty to accept and complete the KYC verification & EMD amount. However, in such event the Authorized officer / Bank / e-Auction service provider will not be held liable for any delay/failure for verification of KYC documents and failure to transfer EMD in wallet. Bidders may give offers either for one or more properties. In case of offers for more than one property bidders will have to deposit EMD for each property.

Earnest Money Deposit (EMD) amount as mentioned above shall be paid online i.e. through NEFT/RTGS after generation of Challan from (https://www.mstcecommerce.com) in bidders Global EMD Wallet. Challan will be valid for one NEFT/RTGS transaction only. If multiple transactions are made, only first will be reconciled and other transaction(s) shall not be considered. NEFT/RTGS transfer can be done from any Scheduled Commercial Bank. Only NEFT/RTGS mode should be used for fund transfer. Use of any other payment mode would result in non-credit of EMD amount in the bidder's wallet. Payment of EMD by any other mode such as Cheques will not be accepted. The Earnest Money Deposited shall not bear any interest. For refund of EMD of the unsuccessful bidders, Bidder has to seek the refund online from e-Auction service provider by logging in https://www.mstcecommerce.com and by following procedure for refund given therein and only after

seeking refund online, the refund will be made by the e-Auction service provider. EMD amount of the unsuccessful bidders will be returned without interest.

- 3. Platform (https://www.mstcecommerce.com) for e-Auction will be provided by Bank's e-Auction service provider MSTC Limited having its Registered office at 225-C, A.J.C. Bose Road, Kolkata 700020. The intending Bidders/Purchasers are required to participate in the e-Auction process at e-Auction Service Provider's website https://www.mstcecommerce.com. This Service Provider will also provide online demonstration/ training for the intending bidders/ purchasers on e-Auction on the portal before the e-auction. The Sale Notice containing the Terms and Conditions of Sale is uploaded in the Banks websites/webpage portal (direct link https://indianbank.in/tenders/) and https://ibapi.in. The intending participants of e-Auction may download free of cost, copies of Terms & Conditions of e-auction, Help Manual on operational part of e-Auction related to this e-Auction from e-Bक्रय-IBAPI portal (https://www.ibapi.in).
- 4. The bid price to be submitted shall be above the reserve price/ anchor bid and during the e-auction bidders will be allowed to offer higher bid in inter-se bidding over and above the last bid quoted and by minimum increase in the bid amount given in the table to the last higher bid of the bidders. The property will not be sold below the reserve price set by the Authorized Officer. The bid quoted below the reserve price shall be rejected. The bidders shall increase their bids in multiplies of the amount specified in the public sale notice/Terms and condition of Sale. Unlimited extension of 10 Minutes time will be given in case of receipt of bid in last ten minutes. Ten minutes time will be allowed to bidders to quote successive higher bid and if no higher bid is offered by any bidder after the expiry of 10 minutes to the last highest bid, the e-auction shall be closed.

5. After conclusion of e-auction:

- a. The "Anchor Bidder" will be informed of the highest bid and shall have right to match the highest bid on the same day or not later than next working day of the Auction after being informed by the Authorised officer about the highest bid.
- b. Once the "Anchor Bidder" matches the highest quote, the Anchor bidder is the successful bidder and he has to deposit 25% of the highest bid amount with the Bank on the same day or latest by the next day of the exercise of ROFR. In such an event the EMD submitted by other bidders will be returned forthwith. It is to be clarified that already deposited amount by the Anchor bidder would be considered towards 25% of the bid amount.
- c. In the event "Anchor bidder" does not wish to increase his offer by matching the highest bid, the highest bidder shall be declared as successful bidder and he shall have to deposit 25% of the bid amount (inclusive of EMD amount) as per the terms of notice, failing which the EMD deposited by him will be forfeited.
- d. In case the successful bidder fails to deposit the balance amount within time stipulated above, the entire deposit made by the bidder shall be forfeited by the Authorised Officer without any notice.
- e. The successful bidder would bear the charges/ fees payable for conveyance such as Stamp duty, Registration fee, etc. & Taxes as applicable as per law.
- f. The Authorised Officer will not be held responsible for any charge, lien, encumbrance, property tax or any other dues/ Taxes to the Govt. or anybody in respect of the property under Sale.
- g. The Authorised Officer has the absolute right to accept or reject the bid or adjourn/postpone the sale without assigning any reason therefore.
- 6. Intending Bidders are advised to properly read the Sale Notice, Terms & conditions of e-auction, Help Manual on operational part of e-Auction and follow them strictly.
- 7. In case of any difficulty or assistance is required before or during e-Auction process they may contact authorized representative of our e-Auction Service Provider https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp) contact details of which are available on the e-Auction portal.
- 8. After finalization of e-Auction by the Authorized Officer and conclusion of the Swiss Challenge process, the successful bidder will be informed by the Authorised Officer through E-mail. (email address given by them/registered with the service provider).

9. The successful Auction Purchaser / Bidder/ Anchor Bidder shall have to deposit 25% (Twenty Five Percent) of the bid amount (i.e. including EMD amount deposited earlier) immediately on finalization/concluding of Auction i.e. on the same day or not later than next working day. For the purpose of clarity, this applies to the Anchor Bidder too. In case the Anchor Bidder refuses to match the bid within the stipulated period hereinabove, the highest bidder discovered by the e-auction process would be issued confirmation of sale.

The balance amount of bid purchase price payable shall be paid by the successful Auction Purchaser/Bidder to the Authorised Officer on or before the fifteenth day of confirmation of sale of the property or such extended period as may be agreed upon in writing between the purchaser and the secured creditor, in any case not exceeding three months. However, any extension in the time beyond 15 days but not exceeding three months shall attract simple interest at Indian Bank's 1-year MCLR + 3% on the bid amount.

The successful bidder shall make the payment of the bid amount in the form of Banker's Cheque/ Demand Draft/ Account Transfer and/or any other acceptable mode of money transfer. The Nodal Bank account details are as under.

Account Name	INDIAN BANK SAM BRANCH
Account Type	CURRENT ACCOUNT
Branch	NARIMAN POINT BRANCH
Account Number	465809943
IFSC Code	IDIB000N052

In case of failure to deposit the amount as mentioned above within the stipulated time, the amount deposited by successful bidder will be forfeited to the Bank and Authorized Officer shall have the liberty conduct a fresh auction/ sale of the property & the defaulting bidder shall not have any claim over the forfeited amount and the property.

- 10. <u>Default of Payment:</u> Default of payment of 25% of bid amount (less EMD) on the same day or the next working day as stated above and/or 75% of balance bid amount within the stipulated time shall render automatic cancellation of sale without any notice. The EMD and any other monies paid by the successful bidder shall be forfeited to the Bank by the Authorised Officer.
- 11. Payment of sale consideration by the successful bidder to the Bank will be subject to TDS under Section 194-1A of Income Tax Act 1961 and TDS is to be made by the successful bidder only at the time of deposit of remaining 75% of the bid amount. The successful Auction Purchaser / Bidder shall have to pay applicable GST to Bank on the bid amount.
- 12. On receipt of the entire sale consideration, the Authorized Officer shall issue the Sale Certificate as per Rules. The purchaser shall bear the stamp duties, including those of sale certificate, registration charges, all statutory dues payable to Government/any authority, Taxes, GST and rates and outgoing, both existing and future relating to properties.
- 13. No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained. The Sale Certificate will be issued only in the name of the successful bidder.
- 14. The Sale Certificate will not be issued pending operation of any stay/ injunction/ restraint order passed by the DRT/DRAT/High Court or any other court against the issue of Sale Certificate. Further no interest will be paid on the amount deposited during this period. The deposit made by the successful-bidder, pending execution of Sale Certificate, will be kept in non-interest bearing deposit account. No request for return of deposit either in part or full/cancellation of sale will be entertained. In case of stay of further proceedings by DRT/DRAT/High Court or any other Court, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation against Authorised officer / Bank.
- 15. The Authorized Officer/Bank has the absolute right to accept or reject any bid or adjourn/ postpone/ cancel the sale/modify any terms and conditions of the sale without any prior notice and without assigning any reason including calling upon the next highest bidder to perform in case the earlier bidder fails to perform.
- 16. It is to be noted that e-auction is being held with an Anchor Bid already in hand. The bidder for Anchor Bid carries the "Right of First Refusal" post conducting the e-auction process. In the event of no participation in the e-auction process, the bidder for Anchor Bid shall be declared as successful bidder.
- Declaration of successful bidder:

- a. Highest bidder will be declared successful bidder and sale will be confirmed in his favour in consultation of Secured Creditor as per provisions of SARFAESI Act. Intimation to this effect will be given through e-mail by service provider/ Authorised Officer. The above is subject to exercise of "Right of First Refusal" by the bidder of Anchor Bid. The Anchor Bidder will be required to provide an acceptance of the amount offered by highest bidder under the e-auction process (in the prescribed format already provided to it) on the same day or not later than the next working day.
- b. Highest bid will be provisionally accepted on "subject to approval" basis and the highest bidder shall not have any right/ title over the property until the sale is confirmed by the Authorized Officer.
- c. All intimation to bidders/ auction purchaser will be primarily through e-mail by the Bank/ Authorised Officer. Date of sending e-mail will be considered as date of intimation. If no intimation reaches, bidders are expected to take efforts to find out status from the Bank/ Authorised Officer. Non-receipt of information should not be an excuse for default/ non-payment.
- 18. The Intending purchaser can inspect the property on date and time mentioned above at his/her expense. The Intending purchasers who are interested in inspection of the Secured Assets may contact the Authorised Officer by giving at least 2 (Two) working days' advance notice to the Authorised Officer for a site visit from 22nd January 2024 to 31st January 2024 (working days) between 11 am to 5 pm. The person deputed for inspection by the Intending purchaser should carry with him/them appropriate authorizations on the letterhead of the organization/person he/she/they represent(s), failing which inspection may be refused. It is to be noted that not more than one inspection per Intending purchaser will be permitted by IB and any cancellation at the behest of the Intending purchaser shall not entitle such Intending purchaser for a reschedulement of the inspection of the Secured Assets, unless otherwise desired or agreed upon by IB.

For inspection about the title document & other documents available with the Bank, the intending bidders may contact Indian Bank Branch during office hours prior to at least two days before auction date.

- 19. The property is being sold on "As is where is", "As is what is", "Whatever there is" and "Without recourse" basis and the intending bidders should make their own discreet independent inquiries & verify the concerned Registrar/SRO/Revenue Records/ other Statutory authorities regarding the encumbrances and claims/rights/dues/ charges of any authority such as Sales Tax, Excise/GST/Income Tax besides the Bank's charge and shall satisfy themselves regarding the, title nature, description, extent, quality, quantity, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the bank. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third party encumbrances/ claims/rights/dues. 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 online bid.
- 20. The Bank does not undertake any responsibility to procure any permission/license, NOC, etc. in respect of the property offered for sale. The Authorised Officer/ Secured Creditor shall not be responsible for any dues like outstanding water/service charges, transfer fees, electricity dues, dues to the Municipal Corporation/local authority/Co-operative Housing Society or any other dues, taxes, levies, fees, transfer fees if any in respect of and/or in relation to the sale of the said property. Successful Bidder has to comply with the provisions of Income Tax Act regarding purchase of property & to pay the tax to the authorities as per applicable rates.
- 21. The Authorised Officer will be at liberty to amend/ modify/ delete any of the conditions as may be deemed necessary in the light of facts and circumstances of each case. The Bank/ Authorised Officer has the absolute right and discretion to accept or reject any bid or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without any prior notice and assigning any reason. Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same. No counteroffer/ conditional offer/conditions by the bidder and/or successful-bidder will be entertained. Words and expressions used herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002, and the Rules framed thereunder.
- 22. The sale is subject to confirmation by the Secured Creditor.
- 23. The sale is subject to conditions/ Rules/ Provisions prescribed in the SARFAESI Act 2002 and Security Interest (Enforcement) Rules, 2002 Rules framed there under and the terms & conditions mentioned above. For more details, if any, prospective bidders may contact the authorized officer on Tel No. Mobile: +91 9819807371.

24. In case of any dispute regarding payment/ registration of the property or any other matter relating to this e-auction, the decision of Secured Creditor will be final.

Kalpana Purohit, Chief Manager Authorized Officer Indian Bank

Place: Mumbai Date: 20/01/2024

(On general Stamp paper of Rs.500/-)

Declaration cum Indemnity

Date:

The Authorized Officer, Indian Bank, Stressed Asset Management Branch, 73, 7th Floor, Mittal Chamber, Nariman Point, Mumbai – 400021

- 1. I/We Bidder aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale and understood them fully. I/We hereby unconditionally agree to confirm with and bound by the said terms and conditions and agree to take part in the online Auction.
- 2. I/We declare that the EMD and other deposit towards purchase price were made by me/us as against my/our bid and that the particulars of remittance given by me/us in the bid form is/are true and correct.
- 3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the bank and the bank will be at liberty to annul the offer made to me/us at any point of time.
- 4. I/We also agree that after my/our offer given in my/our bid for purchase of the assets is accepted by the bank and I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited.
- 5. The decision taken by the authorized officer of the bank in all respects shall be binding on me/us.
- 6. I/We also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of terms being offered for sale.
- 7. I/We also understand the bank is not liable to pay any interest/refund of EMD in case of any delay in issue of confirmation of sale/Sale Certificate, handing over of possession of secured asset sold under e-auction by virtue of any court order received after e-auction is held.
- 8. I/We state that prior to participating in present auction bank had given me/us full disclosure about the pending civil suits. I/We am/are well aware about the probable consequences arising out of such pending civil suits and in due appreciation of the same I/We am/are participating in present auction proceedings in full consciences of my/our mind. As such I/We shall be alone held responsible for all the cost and consequences arising out of above mentioned litigations. I/We am/are also aware about pending dues which have to be borne by me/us.
- 9. I/We am/are continuing my participation in auction at my/our own risk, cost and consequences.
- 10. I/ We have carefully gone through terms and conditions for E- Auction and unconditionally accept the same.

Name of the Bidder	Signature of Bidder	Date

11. I/We therefore indemnify and keep indemnified to the bank and all its officers, harmless from any and all claims/demands/disputes if any raised by any and all claims/demands/disputes/ if any raised either by any other third party as the case may be and shall satisfy their claims without claiming refund and/or discount from final auction price.

Name	Signature
Address	
Email – ID	Mobile