

**ADITYA BIRLA FINANCE LTD.**

**Registered Office:** Indian Rayon Compound, Veraval, Gujarat 362 266.

**Branch Office:** Room No. 401, 4<sup>th</sup> Floor, Camac Square, 24 Camac Street, Kolkata - 700016

**Contact Nos: - 1. Aditya Birla Finance Limited, Authorised Officer – Mr. Tanmoy Banerjee and Mobile No. 7596946467**

**2. Auction Service Provider – Auction Tiger, Contact Person Name – Ram Prasad & His Mobile Number – 8000023297**

**E-Auction Sale Notice (For Subsequent Sale)**

Pursuant to taking possession of the secured asset mentioned hereunder by the Authorized Officer of Aditya Birla Finance Limited under the **Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002** (54 of 2002) for the recovery of amount due from **M/s. Yash Trading Company, Through Its Proprietor Mr. Vikas Kundra (Borrower), Mr. Vikash Kundra (Guarantor & Mortgagor), Mrs. Kajal Kundra (Guarantor & Mortgagor)** offers are invited by the undersigned in sealed covers for purchase of immovable property, as described hereunder, which is in the physical possession, **on 'As Is Where Is Basis', 'As Is What Is Basis' and 'Whatever Is There Is Basis',** particulars of which are given below:

<b>Borrower(s) / Co-Borrower(s)/ Guarantor(s)/ Mortgagor(s)</b>	<b>Demand Notice Date and Amount</b>	<b>Description of the Immovable property</b>	<b>Reserve Price (RP)</b>	<b>Earnest Money Deposit (EMD) (10% of RP)</b>	<b>Total Loan Outstanding (As on 5.6.2021)</b>
<b>1. M/s. Yash Trading Company, Through Its Proprietor Mr. Vikas Kundra (Borrower) 2. Mr. Vikash Kundra (Guarantor &amp; Mortgagor), 3. Mrs. Kajal Kundra (Guarantor &amp; Mortgagor).</b>	<b>Demand Notice dated 5.6.2021 for an amount of Rs. 4,59,58,314.18/- (Rupees Four Crore Fifty-Nine Lakhs Fifty-Eight Thousand Three Hundred Fourteen And Eighteen Paise Only)</b>	All that piece and parcel of all that the office block situated on the Third-Floor measuring 1661.50 sq. ft equivalent to 154.41 sq. mtrs built up or situate lying at and being premises no. 21, Camac Street, Calcutta together with proportionate undivided share of and in the land comprised in the said premises and staircase and corridors and common area passage and paths as shown and delineated in plan.  On the North: By portion of premises no. 21, Camac Street, Calcutta	<b>Rs. 1,90,80,000/- (Rupees One Crore Ninety Lakhs Eighty Thousand Only)</b>	<b>Rs.19,08,000/- (Rupees Nineteen Lakhs Eight Thousand Only)</b>	<b>Rs. 4,59,58,314.18/- (Rupees Four Crore Fifty-Nine Lakhs Fifty-Eight Thousand Three Hundred Fourteen And Eighteen Paise Only)</b>

		<p>On the South: By portion of premises no. 21, Camac Street, Calcutta</p> <p>On the East: By portion of premises no. 21, Camac Street, Calcutta</p> <p>On the West: By Camac Street, Calcutta</p>			
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**The Terms and Conditions of the E-Auction are as under:**

1. E-Auction is being held on “AS IS WHERE IS BASIS”, “AS IS WHAT IS BASIS”, and “WHATEVER IS THERE IS BASIS” and will be conducted “Online”. The Auction will be conducted through the ABFL approved auction service provider “**Auction Tiger**”.
2. Date of Inspection of the Immovable Property is on **18<sup>th</sup> February, 2023**, between 11 A.M. – 4:00 P.M.
3. **Last Date of Submission of Tender/Sealed Bid/Offer** in the prescribed tender forms along with EMD and KYC is on **20<sup>th</sup> February, 2023 up to 4:00 P.M.** at the Branch Office address mentioned herein above. Tenders that are not filled up or tenders received beyond last date will be considered as invalid tender and shall accordingly be rejected. No interest shall be paid on the EMD.
4. **Date of E-Auction** for Property is **21<sup>th</sup> February, 2023** at the web portal <https://sarfaesi.auctiontiger.net> from **11:00 A.M. to 5:00 P.M. with unlimited extensions of 5 Minutes each.**
5. The tender/Sealed Bid/offer will be opened in the presence of the Authorised Officer (hereinafter referred to as “**AO**”).
6. The tenderer/online bidder hereby agrees that once he/she has formally registered a qualified tender before the AO will have to express their interest to participate through the E-auction bidding platform, by submitting this document. It shall be the tenderer's/online bidder's sole responsibility to procure his/her login id and password from auction service provider
7. Further interest will be charged as applicable, as per the Loan Agreement on the amount outstanding in the notice and incidental expenses, costs, etc., is due and payable till its realization.
8. The notice is hereby given to the Borrower/s and Guarantor/s (hereinafter referred to as “**Borrowers**”) that they can bring the intending buyers/purchasers for purchasing the immovable property as described herein above, as per the particulars of terms and Conditions of Sale.
9. **Since in above mentioned case wherein Sale Notice was not issued/published earlier therefore, the Borrowers are hereby given 15 DAYS SALE NOTICE UNDER THE SARFAESI ACT, 2002 (as per the revised guidelines in the Gazette of India notification dated 3 November 2016) to pay the sum mentioned as above before the date of Auction failing which the immovable property will be auctioned and balance, if any, will be recovered with interest and costs. If the Borrowers pay the amount due to Aditya Birla Finance Ltd, in full before the date of sale, auction is liable to be stopped.**
10. The properties will not be sold below the Reserve Price set by the AO. The bid quoted below the Reserve Price shall be rejected and the EMD deposited shall be forfeited.

11. The successful bidder shall have to pay 25% of the purchase amount (including Earnest Money) already paid within 24 hours of the closure of the E-Auction sale proceedings. The Balance 75% of the purchase price shall have to be paid within 15 (fifteen) days of confirmation of the sale by the Financial Institution or such extended period as agreed upon in writing by and solely at the discretion of the AO failing which the Financial Institution shall forfeit amounts already paid/deposited by the purchaser.
12. Bidders are advised to visit the said website for Annexure and detailed Terms and Conditions of the sale before submitting their bids and participating in the proceedings.
13. Bids shall be submitted online only in the prescribed format(s) with relevant details duly filled in. Bids submitted in any other format / incomplete bids are liable to be rejected.
14. Annexure shall be accompanied by copies of the following KYC documents viz. (i) PAN Card (ii) Aadhar Card/Passport (iii) Current Address proof (iv) valid e-mail id (v) contact number (mobile/landline) (vi) Board Resolution to participate in the auction (for a company) etc. Scanned copies of the said documents shall be submitted to the e-mail id stated above. Earnest Money Deposit (EMD) as mentioned against each property described in the accompanying Sale Notice shall be deposited through Demand Draft.
15. The bidders shall hold a valid e-mail id as all the relevant information from the Secured Creditor/the Service Provider may be conveyed through email only.
16. Prospective intending bidders may contact the Service Provider on the details mentioned above to avail online training on participating in the e-auction. However, neither the AO nor the Secured Creditor nor the Service Provider shall be responsible for any technical lapses/internet outage/power failure etc.
17. The EMD of the unsuccessful bidder will be returned of closure of the E-Auction proceedings.
18. The sale is subject to confirmation by the Financial Institution. If the Borrowers pay the entire amount due to the Secured Creditor before the appointed date and time of e-auction, no sale will be concluded.
19. To the best of knowledge and information of the AO, no other encumbrances exist on the aforesaid property, however the prospective tenderers are advised to do their own due diligence and conduct independent enquiries in regard to the title/encumbrances etc. The AO shall not be held responsible for any charge, lien, encumbrances, property tax or any other dues to the Government or anybody in respect to the aforesaid properties. The properties are being sold with all the existing and future encumbrances whether known or unknown to the Secured Creditor.
20. The AO has the right to reject any tender/tenders (for either of the property) or even may cancel the e-auction without assigning any reasons thereof.
21. On compliance of terms of sale, AO shall issue 'Sale Certificate' in favor of purchaser. All expenses relating to stamp duty, registration charges, conveyance, VAT, TDS etc. shall be borne by the purchaser.
22. The sale is subject to the conditions prescribed in the SARFAESI Act 2002 (54 of 2002) and the conditions mentioned above.
23. The detail terms and conditions of the auction sale are incorporated in the prescribed tender form. Tender forms are available at the above mentioned Zonal/Branch office.
24. The immovable property will be sold to the highest tenderer/Bidder in E- Auction. The AO reserves the absolute discretion to allow inter se bidding with a Bid increment amount as desired by the AO. The Property as mentioned will not be sold below Reserve Price.

25. The Tenderer(s) / Offerer(s) / Prospective Bidder(s) / Purchaser(s) are hereby notified that the secured asset will be sold with the Encumbrances and dues payable to Statutory Authority (if any) and are also requested, in their own interest, to satisfy himself / themselves/ itself with regard to the above and other relevant details pertaining to the above mentioned secured asset before submitting the tenders.
26. **Aditya Birla Finance Ltd is not responsible for any liabilities whatsoever pending upon the property as mentioned above. The Property shall be auctioned on 'As Is Where Is Basis', 'As Is What Is Basis' and 'Whatever Is There Is Basis'.**
27. The Total Loan Outstanding amount is not the loan foreclosure amount. All other charges (if any) shall be calculated at the time of closure of the loan.
28. The Demand Draft Should be made in favor of **'Aditya Birla Finance Limited'**.
29. Wherever applicable, its responsibility of auction purchaser to deduct Tax at Source (TDS) @ 1% of the total sale consideration on behalf of the resident owner on the transfer of immovable property having consideration equal to ₹ 50 lacs and above and deposit the same with appropriate authority u/s 194 IA of Income Tax act. For further details, contact the Authorised Officer, at the abovementioned Office address.

**SD/-**

**Date: 31<sup>st</sup> December,2022**

**Place: Kolkata**

**Tanmoy Banerjee, Authorised Officer, Mobile No. 7596946467**

**For Aditya Birla Finance Limited**