



**A.C. Market Building, 4thFloor, 1 Shakespeare Sarani, Kolkata – 700071.**

**Corporate Office:-** “Axis House”, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai – 400025

**Registered Office:** “Trishul”, 3rd Floor Opp. Samartheshwar Temple Law Garden, Ellisbridge Ahmedabad – 380006

## **Public notice for Sale/Auction of immovable property**

### **{under SARFAESI Act read with proviso to Rule 8 (6) of the Security Interest (Enforcement) Rules}**

Whereas the Authorized Officer of Axis Bank Ltd. (hereinafter referred to as ‘the Bank’), under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short ‘SARFAESI Act’) and in exercise of powers conferred under Section 13(12) read with the Security Interest (Enforcement) Rules, 2002 issued Demand Notice under Sec. 13(2) of SARFAESI Act calling upon the below-mentioned Borrowers/Co-borrowers/mortgagors/Guarantors to repay the amount mentioned in the notice being the amount due together with further interest thereon at the contractual rate plus all costs charges and incidental expenses etc. till the date of payment within 60 days from the date of the said notice.

The Borrowers/Co-borrowers/mortgagors/Guarantors having failed to repay the above said amount within the specified period, the authorized officer has taken over physical possession in exercise of powers conferred under Section 13(4) of SARFAESI Act read with Security Interest (Enforcement) Rules, 2002, which is to be sold by way of auction on “As Is Where Is Basis”, “As Is What Is Basis”, “Whatever There Is Basis”, and “No Recourse Basis” for realization of Bank’s dues under Rules 8 and 9 of Security Interest (Enforcement) Rules, 2002 by inviting tenders/bids as per below Auction schedule:

#### **AUCTION SCHEDULE**

<b>DESCRIPTION OF PROPERTY</b>	All that Flat on 3rd floor, flat no.-302, South Western side, measuring about 870 Sq. ft (built up area) more or less containing 2 bed rooms, 1 living cum dining room, 1 kitchen and 2 toilets and 1 balcony together with undivided share in land common built in area of the same floor together with the right in the common facilities in the building at premises No. 8, Haripada Dutta Lane, P.S.- Jadavpur, Dist. -24Pgs(S), Kolkata- 700033.  <u>Boundaries of the premises-</u>  North – 9'-10' wide Road and R.T. Shed. South - Haripada Dutta Lane and House of Sri Sunil Das. East – House of Mr. Chakraborty & Ors. West – House of Sri Bijoy Chandra, Jiten Biswas and Kali Charan Roy.
<b>Known encumbrances ( if any)</b>	Not known to the secured creditor. The bank shall not be held liable/responsible for any unpaid charges towards electricity, maintenance, Tax, charges or any other statutory dues, or any other dues etc., in connection with the secured asset.
<b>RESERVE PRICE (IN RS.)</b>	Rs. 22,00,000/- (Rupees Twenty Two Lakhs) only.
<b>EARNEST MONEY DEPOSIT (IN RS.) THROUGH DD/PO IN FAVOR OF 'AXIS BANK LTD.' PAYABLE AT Kolkata</b>	Rs. 2,20,000/- (Rupees Two Lakhs and Twenty Thousand) only.
<b>BID INCREMENTAL AMOUNT</b>	

	In the multiple of Rs.10,000/- (Rupees Ten Thousand) only.
<b>LAST DATE, TIME AND VENUE FOR SUBMISSION OF BIDS WITH SEALED OFFER/ TENDER WITH EMD</b>	Till <b>18.11.2019</b> latest by 04:00 P.M. at Axis Bank Ltd., 01 Shakespeare Sarani, A.C Market Building, 4th Floor, Kolkata-700071, addressed to the Authorised Officer.
<b>DATE, TIME, AND VENUE FOR OPENING OF BIDS.</b>	On <b>19.11.2019</b> from 11.30 a.m. at A.C. Market Building, 4th Floor, (Back side gate), 1 Shakespeare Sarani, Kolkata – 700071.
<b>INSPECTION OF PROPERTIES</b>	As per prior appointment of Authorised Officer of the Bank.
<b>COST OF TENDER / BID CUM AUCTION FORM</b>	NIL
<b>RETURN OF EMD OF UNSUCCESSFUL BIDDERS</b>	Within Seven working days from the date of Auction.
<b>LAST DATE FOR PAYMENT OF 25% OF ACCEPTED HIGHEST BID FOR CONFIRMED SUCCESSFUL BIDDER(INCLUSIVE OF EMD)</b>	The payment should be made latest by next working day from the date of bid confirmation.
<b>LAST DATE FOR PAYMENT OF BALANCE 75% OF HIGHEST BID</b>	Within 15 days from the date of bid/Sale Confirmation.
<b>LOAN DETAILS</b>	
<b>BORROWER/ CO-BORROWER/GUARRANTORS /MORTGAGOR NAME &amp; ADDRESS</b>	<p>1. Mrs. Maneesha Agnihotri Wife &amp; legal heir of Late Atul Kumar Agnihotri Address - Merlin Chambers, 18, Abdul Hamid Street, Formerly British Indian Street, 2nd floor, Room No. 210, Kolkata – 700069. Also at 9, Lockgate Road Cossipore, Kolkata – 700002. Also at Flat No. 302, 3rd Floor, 8 Haripada Dutta Lane, Jadavpur, Kolkata – 700033. Also at A/8, Rajarhat Road, Kolkata – 700059.</p> <p>2. Shivam Agnihotri</p> <p>3. Shuvan Agnihotri</p> <p>Both Nos. 2 and 3 are the legal heirs of Late Atul Kumar Agnihotri &amp; represented through their natural guardian Maneesha Agnihotri</p> <p>Merlin Chambers, 18, Abdul Hamid Street, Formerly British Indian Street, 2nd floor, Room No. 210, Kolkata – 700069.</p>
<b>DATE OF DEMAND NOTICE U/SEC.13(2) OF SARFAESI ACT</b>	21.09.2015
<b>AMT. OF DEMAND NOTICE U/S-13(2) OF SARFAESI ACT (IN RS.)</b>	Rs. 6363520.33 under Loan A/c. No.

	153010300000806, due as on 19.09.2015.
<b>DATE OF PHYSICAL POSSESSION</b>	10.12.2015
<b>PUBLICATION DATE OF POSSESSION NOTICE</b>	16.12.2015
<b>OUTSTANDING DUES (IN RS.) as on 19.09.2015 (under Loan A/c No. 153010300000806)</b>	Rs. 6363520.33

**Terms and conditions of auction:-**

- 1 Bidder shall have to give complete offer.
- 2 The bidders have to submit the bid form in a sealed envelop with the details like, (i) full name and particulars of the individual bidder/bidder company/bidder firm/bidder organization (ii) copy of PAN Card (iii) Active Mobile Number (iv) Email Address and (v) Proof of Address. The offers along with the relevant KYC documents and the EMD shall be put in an envelope which should be sealed and super scribed with “**Offer from Mr/Ms/ M/s. \_\_\_\_\_ for purchase of the Secured Asset(s) / property of Maneesha Agnihotri, Shivam Agnihotri and Shuvan Agnihotri**” and the envelope be dropped during normal working hours in the TENDER BOX kept/ in the office of the Authorised Officer at Axis Bank Ltd., 01 Shakespeare Sarani, A.C Market Building, 4th Floor, Kolkata-700071.
- 3 Each tender / Bid/offer shall be accompanied by an Earnest Money Deposit (EMD) equal to Rs 2,20,000/- (EMD as mentioned in the chart above, by D.D. / Pay Order/Cheque (subject to clearance only) in favour of ‘Axis Bank Limited’ payable at Kolkata. D.Ds / P.Os should be purchased by the tenderer/bidder or on his/her/its behalf only.
- 4 The Bid/(s) need to be **submitted above the Reserve Price amount** and any bid/(s) received after the due date, time will not be considered as Valid.
- 5 The tenderer/bidder will have to abide by the rules and regulations of the Local Authority with respect to transfer or use of the said property.
- 6 As per Section 194 of Income Tax Act (as amended time to time), if property is sold above 50 Lakhs then buyer will have to pay appropriate TDS to the Government treasury and the TDS certificate has to be deposited in the Bank.
- 7 The successful bidder shall deposit 25% of the bid amount (including the EMD deposited with the bid) latest by next working day from the date of bid confirmation. Payment has to be made only in the form of DD drawn in favour of ‘Axis Bank Limited’ payable at Kolkata.
- 8 In case the successful bidder fails to deposit 25% of the bid amount as above, earnest deposit shall be forfeited by the Bank without any notice. The successful bidder shall deposit the balance bid amount within 15 days from the date of confirmation of sale by the Bank. In case of default in payment, entire amount so deposited shall be forfeited without notice and the property shall be resold. In such case the successful bidder shall have no claim/s in regard to the property or to any part of the sum for which it may be sold subsequently. The Bank also reserves the right to sell the property to any third party by any of the modes prescribed under the SARFAESI Rules, 2002.
- 9 Inter-se bidding to all the eligible bidders is allowed. The bidder(s) may improve his/their/its offer(s) by way of inter se bidding among the bidders. The inter se bidding shall commence at the moment of highest bid is opened. The bidder may improve their offer in multiple of the amounts mentioned under the column “Bid Increment Amount”. The bidder who submits the highest bid amount and /or win in the inter-se bidding (not below the Reserve Price) shall be declared as Successful Bidder and a communication to that effect will be issued to the said highest bidder subject to approval by the Authorised Officer.
- 10 In the event of any default in payment of any of the amounts, or if the sale is not completed by reason of any default on the part of the purchaser/bidder within the aforesaid time limit, the Bank shall be entitled to forfeit all the monies paid by the purchaser/bidder till then and put up the secured asset(s) / property (ies) for sale/disposal again, in its absolute discretion and may also resale/offer the same to the second highest bidder. Further, all costs, charges and expenses incurred by the Bank on account of such resale shall be borne and paid by the defaulting purchaser. The Bank reserves its right, solely at its discretion and on such terms & conditions it may stipulate, to extend the aforesaid time limit.
- 11 Tenders/Bids will be opened by the Authorised Officer of the Bank in the presence of the borrowers, Co-borrowers, mortgagors (if available) and the prospective buyers or their authorized representatives who may choose to remain present on the day and time as aforesaid, inter alia, for negotiations, for raising / revising their respective offers.
- 12 Any disputes / differences arising out of sale of the immovable property (ies) / secured asset(s) offered for sale shall be subject to the exclusive jurisdiction of Courts / Tribunals at Kolkata only.
- 13 The tenders/bids below Reserve Price and / or not accompanied by the appropriate EMD and all other documents as mentioned in clause 2 above shall be treated as invalid. However, the Authorized Officer reserves its right, at its sole

discretion, to treat all such or any such tenders/bids as valid/invalid. The EMD will be returned to the unsuccessful tenderers/bidders within seven working days from the date of auction, without any interest thereon. The tenderers / bidders will not be entitled to claim any interest if the refund of EMD is delayed for any reason whatsoever.

- 14 To the best of knowledge and information of the Bank, there are no other encumbrances as mentioned in the chart above. Statutory dues like property taxes, maintenance, taxes for essential commodities etc. be ascertained by the prospective purchaser (s) and are the liability of the prospective purchaser (s) and bank is no way liable/responsible for the same.
- 15 The secured Asset(s) / property(ies) is / are offered for sale on **“As Is Where Is”, “As Is What Is”, “Whatever There Is” And “No Recourse” Basis**. The Bank does not undertake any responsibility to procure any permission / license etc. in respect of the secured asset(s)/immovable property(ies) offered for sale or for any dues / charges including outstanding water/service charges, transfer fees, electricity dues, dues of the local authority and /or any other dues, taxes, encumbrances if any, in respect of the said immovable secured asset (s) / immovable property(ies).
- 16 The tenderers/ bidders are advised to in their own interest to satisfy themselves with the title and correctness of other details pertaining to the immovable secured assets including the size/area of the immovable secured assets in question as also ascertain any other dues/liabilities/encumbrances from the concerned authorities to their satisfaction before submitting the tenders/bids. No queries in this regard shall be entertained at the time of opening tenders/holding auction or thereafter. Offer(s)/Tenderer(s) whose offer is accepted by Authorised Officer shall not raise any grievance/complaint and shall not be permitted to withdraw after his offer is accepted by the Authorised Officer, either on the ground of discrepancy in size/area, defect in title or any other ground whatsoever. After the offer of tender/bid is accepted, such successful purchaser/his nominee shall be deemed to have unconditionally accepted all the terms and conditions of sale of immovable properties/secured assets and further shall be deemed to be waived all objections as to the title, descriptions, measurements etc. in respect of such immovable assets. . The successful purchaser shall get only the original title deed, which has been kept as security before the bank. No other documents pertaining to the title of the said property shall be made available to the successful purchaser.
- 17 Tenders/bids with conditional offers shall be treated as invalid. Likewise correspondence about any change in the offers will not be entertained. If any tenderer/bidders wishes to give a fresh offer for the secured asset (s) / immovable property(ies) advertised on or before the last date prescribed for submission of the tenders/bids in the concerned advertisement, he / she /its they may submit a fresh tender /bid with appropriate EMD, subject to withdrawal of the earlier submitted offer.
- 18 The purchaser shall be required to bear all the necessary expenses like stamp duty, registration expenses, transfer fee and other charges etc. for transfer of the secured asset (s) / immovable property(ies) in his / her / their /its name(s).
- 19 The Bank reserves its right to accept or reject highest, any or all offer (s) without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the tenderers/bidders or to sell the secured asset(s) / immovable property(ies) through private negotiations with any of the tenderers/bidders or any other party / parties. The Bank's decision in this behalf shall be final and binding.
- 20 The Bank will be at liberty to amend/modify/delete any of the above conditions at its sole discretions as may be deemed necessary or warranted in the light of the facts and circumstances of the case without giving any further notice to the bidders/tenderers and the tenderers/bidders shall be deemed to have accepted such revised terms and would accordingly be bound by them.
- 21 The Bank shall not be held responsible/liable for any charges, lien, encumbrances, in ascertaining the genuineness /marketability in the title, property tax or any other dues to the government or anybody in respect of secured assets. The bank shall also not be liable for any unpaid charges, maintenances, taxes or any other type of dues in respect of secured assets. The successful purchaser shall take up all the responsibilities. The intending purchaser/successful purchaser shall make all due diligence in respect of the title of the secured asset and after purchasing the said property no claim or grievances with respect to the same will be entertained by the bank and all such claims and grievances shall stand as null and void. It is also informed that this property is put for auction for the 2<sup>nd</sup> time.
- 22 The sale is subject to confirmation by the bank.
- 23 For inspection of the property or for any other assistance, the intending bidders may contact Mr. Nishant Sangneria, at 09903221242 (Mobile No. of Authorised Officer) or may visit the office at A.C. Market Building, 4thFloor (Back Side), 1 Shakespeare Sarani, Kolkata – 700071 during office hours from 9:30 a.m. to 4:00 p.m. The bid is not transferable.

Sd/- Nishant Sangneria

**Dated: - 01.11.2019**

**(Authorised Officer)**

**Place: - Kolkata**

**Axis Bank Limited**