



Retail Lending and Payment Group Axis House, Tower-2, 2nd Floor, I-14, Sector-128, Noida Expressway, Jaypee Greens, Wishtown, Noida (U.P.)-201301

Retail Asset Centre, AXIS BANK LTD, 1st Floor, G - 4/5, B, Sector-4, Gomti Nagar Extension, Lucknow, UP 226010.

**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 properties**

#### **{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**" and "**Whatever There Is Basis**", for realization of Bank's dues under Rules 8 and 9 of Security Interest (Enforcement) Rules, 2002 by inviting tenders as per below Auction schedule:

#### **AUCTION SCHEDULE**

<b>DESCRIPTION OF PROPERTY/HOUSE HAVING ABOUT</b>	Commercial land Situated at Khata No.00176 of Gata no.123 Mauza Shingna, Thesil Kirawali, District Agra 282010 (Near Gokulam Water Park Mathura Road.) This Property is common security for the loan advanced to M/s Benara Auto Pvt. Ltd. and M/s Benara Metrab Ltd.
<b>known encumbrances ( if any)</b>	No encumbrances found as per record available with the Bank.
<b>RESERVE PRICE (IN RS.)</b>	Rs 1,50,00,000/-
<b>EARNEST MONEY DEPOSIT (IN RS.) THROUGH DD/PO IN FAVOR OF 'AXIS BANK LTD.'</b>	Rs 15,00,000/-
<b>BID INCREMENTAL AMOUNT</b>	Rs. 50,000/-
<b>LAST DATE, TIME AND VENUE FOR SUBMISSION OF BIDS WITH SEALED OFFER/ TENDER WITH EMD</b>	<b>Till 10<sup>th</sup> Feb, 2020_ latest by 05:00 P.M. At Axis Bank Limited, Sikandara Branch, Sector -9, Sikandara Yojana, Agra, U.P. 282003.</b>
<b>DATE, TIME, AND VENUE FOR OPENING OF BIDS.</b>	<b>On 11<sup>th</sup> Feb, 2020 at 11:00 A.M. At Axis Bank Limited, Sikandara Branch, Sector -9, Sikandara Yojana, Agra, U.P. 282003. .</b>
<b>INSPECTION OF PROPERTIES</b>	As per prior appointment of Authorized Officer of the Bank.

<b>COST OF TENDER 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 Confirmation
<b>LOAN DETAILS of M/S BENARA AUTOS PVT. LTD. Loan Account Number: 910060028895497</b>	
<b>BORROWER/ CO-BORROWER / GUARANTOR NAME &amp; ADDRESS</b>	<p><b>Borrower</b></p> <p><b>M/S BENARA AUTOS PVT. LTD., C/O 11 KM STONE, ARTONI, AGRA 282007 THROUGH ITS DIRECTOR</b></p> <p><b>Guarantor 1</b></p> <p><b>SANJAY BENARA S/O MADAN LAL JAIN R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p> <p><b>Guarantor 2</b></p> <p><b>ABHAY BENARA S/O MADAN LAL JAIN R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p> <p><b>Guarantor 3</b></p> <p><b>AJAY KUMAR JAIN S/O SH MADAN LAL JAIN R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p> <p><b>Guarantor 4</b></p> <p><b>SMT PREM LATA JAIN W/O SH MADAN LAL JAIN R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p> <p><b>Guarantor 5</b></p> <p><b>SMT RAJSHREE BENARA W/O SH AJAY KUMAR JAIN R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p>
<b>LOAN DETAILS of M/S BENARA METRAB LIMITED Loan Account Number: 912030037374407</b>	
<b>BORROWER/ CO-BORROWER / GUARANTOR NAME &amp; ADDRESS</b>	<p><b>Borrower</b></p> <p><b>M/S BENARA METRAB LTD., C/O 11 KM STONE, ARTONI, AGRA 282007 THROUGH ITS DIRECTOR</b></p>

	<p><b>Guarantor 1</b></p> <p><b>SMT SANGEETA BENARA W/O SH SANJAY BENARA R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p> <p><b>Guarantor 2</b></p> <p><b>ABHAY BENARA S/O MADAN LAL JAIN R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p> <p><b>Guarantor 3</b></p> <p><b>MADAN LAL JAIN S/O SH. MISHRI LAL JAIN R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p> <p><b>Guarantor 4</b></p> <p><b>AJAY KUMAR JAIN S/O SH MADAN LAL JAIN R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p> <p><b>Guarantor 5</b></p> <p><b>SMT PREM LATA JAIN W/O SH MADAN LAL JAIN R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p> <p><b>Guarantor 6</b></p> <p><b>SMT RAJSHREE BENARA W/O SH AJAY KUMAR JAIN R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p> <p><b>Guarantor 7</b></p> <p><b>SMT KAVITA BENARA W/O SH. ABHAY BENARA R/O 1/205, PROFESSOR COLONY, HARIPARWAT, AGRA 282001</b></p>
<b>DATE OF DEMAND NOTICE U/SEC. 13(2) OF SARFAESI ACT in the account.</b>	27-March-2018
<b>AMT. OF DEMAND NOTICE U/S-13(2) OF SARFAESI ACT in A/C 912030037374407 M/S BENARA METRAB LIMITED</b>	Rs. 1,99,80,673.06/-
<b>AMT. OF DEMAND NOTICE U/S-13(2) OF SARFAESI ACT in A/C 910060028895497 M/S BENARA AUTO PVT.LTD (IN RS)</b>	Rs. 61,40,128.22
<b>DATE OF PHYSICAL POSSESSION</b>	05-July-2018
<b>PUBLICATION DATE OF POSSESSION NOTICE</b>	08-July-2018

OUTSTANDING DUES A/C 912030037374407 M/S BENARA METRAB LIMITED  
(IN RS.) Interest Calculated As on 30.03.2017

Rs. 199,80,673.06

OUTSTANDING DUES A/C 910060028895497 M/S BENARA AUTO PVT.LTD (IN  
RS.) Interest Calculated As on 30.03.2017

Rs. 61,40,128.00

**Terms and conditions of auction:-**

- 1 Tenderers shall have to give complete offer.
- 2 The borrowers, guarantors and owners of the property under sale may, if they so desire, give his / their or sponsor the best possible valid offer (s) for the property offered for sale provided they follow the requirements herein below.
- 3 Each tender offer shall be accompanied by and Earnest Money Deposit (EMD) equal to 10% of the Reserve Price i.e. Rs 15,00,000/-by D.D. / Pay Order drawn on a Scheduled Bank in favour of '**Axis Bank Limited**' payable at **Agra/Lucknow**. D.Ds / P.Os should be purchased by the tenderer or on his/her behalf only.
- 4 The offers in the prescribed tender document i.e. this document shall only be considered. This tender document duly completed 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 "**Mr. Ajay Kumar Jain and Mr. Abhay Benara**" the said envelope be dropped during normal working hours in the **TENDER BOX** kept at **Axis Bank Limited, Sikandara Branch, Sector -9, Sikandara Yojana, Agra, U.P. 282003**. As mentioned above. . Tenders received after the due date & time will not be considered.
- 5 The tenderer 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, if property is sold above 50 Lakhs then buyer will have to pay appropriate TDS to the Government treasury and balance need to be deposited with the Bank.**
- 7 The successful bidder shall deposit 25% of the bid amount (including 10% deposited before bid) immediately on the sale being knocked down in his favour. Payment to be made only in the form of Banker's Cheque/DD drawn in favour of '**Axis Bank Limited**' payable at Agra/Lucknow.
- 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 forfeit all claims 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 by any of the modes prescribed under the SARFAESI Rules, 2002.
- 9 Inter-se Bidding to all the eligible bidders is allowed.
- 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 within the aforesaid time limit, the Bank shall be entitled to forfeit all the monies paid by the purchaser till then and put up the secured asset(s) / property (ies) in question for sale/disposal again, in its absolute discretion. Further, all costs, charges and expenses incurred by the Bank on account of such resale shall be borne and paid by the defaulting purchaser who shall also be bound to make good any deficiency arising on such resale and he/she/they shall not be entitled to make any claim in the event of the secured asset(s) / property (ies) realising higher price on such resale. **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 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 The borrowers, respective tenderers, guarantors or owners of the property or their authorized representatives, may remain present at the time of opening of the tenders. The officers will have an opportunity to increase their offers at this

time if they so desire. They are, therefore, advised to remain present themselves or through their duly authorized and empowered representatives. The amount by which the biddings are to be increased shall be determined by the officer conducting the sale.

- 13 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 **Lucknow** only.
- 14 The tenders below Reserve Price and / or not accompanied by the Tender Fee and or P.Os / D.Ds. for appropriate EMD shall be treated as invalid. However, the Bank reserves its right, at its sole discretion, to treat all such or any such tenders / tender as valid. The EMD will be refunded to the unsuccessful tenderers immediately without interest after deciding finality of the bid on the date of auction. The tenderers will not be entitled to claim any interest if the refund of EMD is delayed for any reason whatsoever.
- 15 To the best of knowledge and information of the Bank, there are no other encumbrances. Statutory dues like property taxes, etc. be ascertained by the prospective purchaser (s).
- 16 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, if any, in respect of the said immovable secured asset (s) / immovable property(ies).
- 17 The tenderer(s) 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. No queries in this regard shall be entertained at the time of opening tenders/holding auction. 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 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. Principal of “Caveat Emptor” will apply.
- 18 Tenders with conditional offers shall be treated as invalid. Likewise correspondence about any change in the offers will not be entertained. If any tenderer 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 in the concerned advertisement, he / she / they may submit a fresh tender with appropriate EMD.
- 19 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 name(s).
- 20 If the dues of the Bank together with all costs, charges and expenses incurred by it or part thereof as may be acceptable to the Bank are tendered by or on behalf of the borrower or guarantor(s) at any time before the date fixed for sale or transfer of the secured assets, the secured asset(s) /immovable property (ies) in question shall not be sold or transferred. The tenderers will not be entitled to claim any interest on the amount already paid to the Bank.
- 21 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 or to sell the secured asset(s) / immovable property(ies) through private negotiations with any of the tenderers or any other party / parties. The Bank’s decision in this behalf shall be final.
- 22 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 tenderers and the tenderers shall be deemed to have accepted such revised terms and would accordingly be bound by them.
- 23 The amount by which the biddings are to be increased during negotiations held, if any, shall be determined by the Authorised Officer conducting the sale.
- 24 The Bank shall not be held responsible/liable for any charge, lien, encumbrance, property tax or any other dues to the government or anybody in respect of secured assets.
- 25 The sale is subject to confirmation by the bank.
- 26 For inspection of the properties, the intending bidders may contact Mr. Hareesh Mob No. (8868888777) & Mr. Anupam, Mobile No. (9335132656) of the Bank At **Axis Bank Limited, Sikandara Branch, Sector -9, Sikandara Yojana, Agra, U.P. 282003.** during office hours **from 9:30 a.m. to 5:30 p.m.** The bid is not transferable.

Sd/-

**Dated: 15 -01-2020**

**(Authorised Officer)**

**Place: - Agra**

**Axis Bank Limited**

