



Retail Lending and Payment Group (Local Office/Branch): Axis Bank- A.C. Market Building, 3rd Floor, (Back side lift), 1 Shakespeare Sarani, Kolkata – 700071.

Axis Bank Ltd., 3rd Floor, Gigaplex, NPC – 1, TTC Industrial Area, Mugalsan Road, Airoli, Navi Mumbai – 400 708.

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”, “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:

<u>SCHEDULE – DESCRIPTION OF PROPERTY</u> <u>(The mortgage property/Secured Asset)</u>	
All THAT one flat at 3rd floor being flat No. 3A, (front side road facing), measuring an area of 1370 Sq.ft. super built up area, including one car parking space measuring about 130 Sq.ft. and one servant quarter measuring an area of 72 Sq.ft. at the ground floor, of the 4 storied building (G+3) known as Malhar Apartment with undivided proportionate share in the land recorded under Plot No. 5150, Khatian No. 1437, within Mouza – Siliguri, JL No. 110(88), within ward No.26, Siliguri Municipal Corporation, PS & Dist. - Darjeeling .	
KNOWN ENCUMBRANCES (IF ANY)	Not known to the secured creditor. The purchaser, shall ascertain, the unpaid charges towards electricity, maintenance, Tax, any other statutory dues and/or dues etc. if any, as applicable.

RESERVE PRICE (IN RS.)	Rs. 37,62,800/- (Rupees Thirty Seven Lakhs Sixty – Two Thousand and Eight Hundred only)
EARNEST MONEY DEPOSIT (IN RS.)	Rs. 3,76,280/- (Rupees Three Lakhs Seventy Six Thousand Two Hundred and Eighty only), through DD in favor of 'Axis bank ltd.' payable at Kolkata.
BID INCREMENTAL AMOUNT	Rs. 20,000/- (Rupees Twenty Thousand only)
LAST DATE, TIME AND VENUE FOR SUBMISSION OF BIDS / TENDER WITH EMD	Till 16.08.2023 , latest by 04:00 P.M. at A.C. Market Building, 3 rd Floor, (back side lift) 1 Shakespeare Sarani, Kolkata – 700071, addressed to The Authorized Officer.
DATE, TIME, AND VENUE FOR PUBLIC E-AUCTION	On 17.08.2023 , between 11.00 A.M to 12.00 noon with <unlimited extensions of 5 minutes each at web portal https://www.bankeauctions.com > E-auction tender documents containing e-auction bid form, declaration etc., are available in the website of the Service Provider as mentioned above.
DATE FOR INSPECTION OF PROPERTIES	As per prior appointment of Authorized Officer of the Bank.
COST OF TENDER / BID CUM AUCTION FORM	Rs. 250/- by D.D.in favor of "Axis Bank Ltd"
RETURN OF EMD OF UNSUCCESSFUL BIDDERS	Within Seven working days from the date of Auction.
LAST DATE FOR PAYMENT OF 25% OF ACCEPTED HIGHEST BID FOR CONFIRMED SUCCESSFUL BIDDER(INCLUSIVE OF EMD)	The payment should be made latest by next working day from the date of bid confirmation.
LAST DATE FOR PAYMENT OF BALANCE 75% OF HIGHEST BID	Within 15 days from the date of Sale Confirmation
LOAN DETAILS	
BORROWER/ GUARRANTORS /MORTGAGOR NAME & ADDRESS	Mr. Bijay Agarwal S/o Amar Chand Agarwal Malhar Apartment, 3rd floor, APC Sarani, Guru Sweets, Darjeeling, pin- 734005. Mrs. Ramishri Agarwal w/o Amar Chand Agarwal both residing at – GOKULDHAM APARTMENT, B2, Vidya Sagar Road, Near Sitla Mandir P.O Siliguri Bazar, P.S Siliguri, District Darjeeling, Pin – 734005 & also at MALHAAR APARTMENT, 3rdf floor, flat no.3A, Debi Chowdhurani Road, Milan Pally Ward No. 26, P.O Siliguri Bazar, P.S Siliguri, District Darjeeling, Pin – 734005
Loan Account No	PHR003505426808

DATE OF DEMAND NOTICE U/SEC.13(2) OF SARFAESI ACT	07.04.2022
AMT. OF DEMAND NOTICE U/S-13(2) OF SARFAESI ACT (IN RS.)	Rs.29,43,703/ due as on 07.04.2022 (this amount includes interest applied till 07.04.2022) under Loan Account PHR003505426808 being the amount due on termination of the agreement.
DATE OF PHYSICAL POSSESSION	18.01.2023
PUBLICATION DATE OF POSSESSION NOTICE (symbolic)	21.06.2022
OUTSTANDING DUES (IN RS.)	Rs.29,43,703/ due as on 07.04.2022 (this amount includes interest applied till 07.04.2022) under Loan Account PHR003505426808 being the amount due on termination of the agreement.

Terms and conditions of auction:-

1. Bidder/(s) shall have to give complete offer.
2. The intending bidder should submit the evidence of EMD deposit like DD/PO along with Request letter for participation in the e-Auction, self-attested copies of (i) Proof of Identification (KYC) Viz ID card / Driving Licence/Passport etc., (ii) Current Address -proof of communication, (iii) PAN card of the bidder (iv) Valid e-mail ID (v) Contact number(mobile/Land line of the bidder etc., during normal working hours in the office of the **Authorised Officer at Axis Bank Limited, 01 Shakespeare Sarani, A.C Market Building, 3rd Floor, (back side lift) Kolkata-700071.**
3. Valid email ID (e -mail ID is absolutely necessary for the intending bidder as all the relevant information and allotment of ID and Password by M/s. C1 India Private Ltd (vendor name) may be conveyed through e mail.
4. Each tender / Bid/offer shall be accompanied by an Earnest Money Deposit (EMD) as mentioned above by D.D. / Pay Order in favour of **"Axis Bank Ltd " payable at Kolkata.** D.Ds / P.Os should be purchased by the tenderer/bidder or on his/her/its behalf only.
5. Names of Eligible Bidders will be identified by the Axis Bank to participate in online e-Auction on the portal <https://www.bankeauctions.com>. M/s.C1 India Private Limited who will provide User ID and Password after due verification of PAN of the Eligible Bidders.
6. The interested bidders who require assistance in creating Login ID & Password, uploading data, submitting Bid Documents, Training/ Demonstration on Online Inter-se Bidding etc., may contact M/s. C1 INDIA , Udyog Vihar, Phase 2, Gulf Petrochem building, Building No. 301 Gurgaon, Haryana. Pin: 122015, Help Line No. +91-124- 4302020/21/22/23/24 or 98138 87931, Help Line e-mail ID: delhi@c1india.com and for any property related query may contact the Authorized Officer: **Mr. Debanjan Bose (Authorised Officer) at 9836565914, E-mail ID: debanjan1.bose@axisbank.com** during the bank working hours from Monday to Friday.
7. 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.
8. 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.

9. The successful bidder shall be required to submit the final prices, quoted during the e-Auction as per the annexure after the completion of the e-Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of e-Auction.
10. During e-Auction, if no bid is received within the specified time, Bank at its discretion may decide to revise opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
11. The bidders are required to submit acceptance of the terms & conditions and modalities of e-Auction adopted by the service provider, before participating in the e-Auction.
12. 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.
13. Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.
14. The Authorised Officer shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.
15. The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price
16. In case of 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. For any kind of dispute, bidders are required to contact the concerned authorized officer of the concerned Bank only.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.

22. 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.
23. The tenders/bids below Reserve Price and / or not accompanied by the appropriate EMD and all other documents as mentioned 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.
24. 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).
25. 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).
26. 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 auction or after. 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.
27. 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.

28. 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).
29. The Bank reserves its right to accept or reject highest, any or all offer (s) or adjourn / postpone / cancel the e-Auction 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.
30. 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.
31. The Bank shall not be held responsible/liable for any charge, lien, and 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.
32. The sale is subject to confirmation by the bank.
33. The bid is not transferable.

Dated: 15.02.2023
Place: Kolkata

(Authorized Officer)
Axis Bank Ltd