

Mumbai
February 5, 2020

Sd/-
Malav Dani
Managing Director

KOTAK MAHINDRA BANK LTD.
Registered Office: - 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051.
Corporate Identity No. L65110MH1985PLC038137. www.kotak.com Branch Office: 1/11, First Floor, East Patel Nagar, New Delhi-110008

AUCTION CUM SALE NOTICE OF IMMOVABLE PROPERTIES [(Appendix IV-A) Rule 8 (6)]
Notice is hereby given to the public in general and in particular to the below mentioned Borrower (s), Guarantor (s), Mortgagor (s), that the below described immovable property mortgaged/charged to the Secured Creditor i.e. Kotak Mahindra Bank Limited. That subsequent to symbolic possession of the same was taken by the Authorised Officer of Kotak Mahindra Bank Limited, being the Secured Creditor and subsequent to the direction given in the Order, dated 13.01.2020 passed by Hon'ble High Court of Punjab & Haryana, at Chandigarh in the Case No. -CWP 26154 of 2019 (in the matter of M/s. Cultfit Healthcare Pvt. Ltd & Kotak Mahindra Bank Ltd.), the below mentioned immovable property will be sold under Public Auction together with existing Lease right of M/s. Cultfit Healthcare Private Limited, on "AS IS WHERE IS", "AS IS WHAT IS", and "WHATEVER THERE IS" BASIS on 09th March, 2020 for recovery of Rs. 21,69,45,299.63/- (Rupees Twenty One Crore Sixty Nine Lakh Forty Five Thousand Two Hundred Ninety Nine And Paise Sixty Three only) as on 31st May, 2018, together with further interest thereon at the contractual rate of interest and costs, other charges incurred by Bank w.e.f. 1st June 2018 till it's full and final realisation, due to the Kotak Mahindra Bank Limited being the Secured Creditor, from following parties :-

Name of the Borrower	Name of the Guarantor/ Mortgagor	Date of Demand Notice	Amount mentioned in the Demand Notice
F6 Commodities Private Limited Having Registered Office at: Unit no. 206, 2nd Floor, Sewa Corporate Park, M. G. Road, Gurgaon 122002.	1. Mr. Pankaj Goel, 2. Mrs. Meenu Goel 3. Mr. Sanjay Anand, 4. Mrs. Kavita Anand 5. Mr. Praveen Sharma, 6. Mrs. Asha Sharma 7. Mrs. Ruchika Goel, 8. Mr. Deepak Goel	22nd June 2018	Rs. 3,07,49,905.72 (Rupees Three Crore Seven Lakh Forty Nine Thousand Nine Hundred Five and Paise Seventy Two only) as on 31st May, 2018
F6 Finserve Private Limited Having its Registered Office at: Unit no. 206, 2nd Floor, Sewa Corporate Park, M. G. Road, Gurgaon 122002	1. Mr. Pankaj Goel, 2. Mr. Pankaj Goel 3. Mrs. Meenu Goel, 4. Mr. Sanjay Anand 5. Mrs. Kavita Anand, 6. Mr. Praveen Sharma 7. Mrs. Asha Sharma, 8. Mrs. Ruchika Goel 9. Mr. Deepak Goel	22nd June 2018	Rs. 18,61,95,394.91 (Rupees Eighteen Crore Sixty one Lakh Ninety Five Thousand Three Hundred and Ninety Four and Paise Ninety One only) as on 31st May, 2018
Total Dues as on 31st May 2018			21,69,45,299.63

The details of immovable property (ies) under present Auction, is/are given hereunder

Description of immovable Property with known encumbrances, if any	Reserve Price
All that piece and parcel of land being the Unit bearing No. PSP C-F-015, Admeasuring 146.5 Mtrs. (hereinafter referred as said Unit) located on First Floor of commercial complex known as the Palm Spring Plaza Constructed on land admeasuring 3.187 Acres of thereabout situated in the Revenue Estate of Village Wazirabad, Sector-54, Gurgaon Haryana together all buildings, structures, installations, filaments, plants and machinery, if any, affixed to the earth or permanently affixed to something attached to the earth bounded as under: North Unit No. PSP C-F-016, South Open, East-Atrium, Stair Case, West-Open, Owned by Mrs. Ruchika Goel	Rs. 3,65,00,000 (Rupees Three Crore Sixty Five Lakh only)
The abovementioned property under sale under present Auction is in physical possession of Lessee [M/s. Cultfit Healthcare Private Limited] under the Lease, dated 17th October, 2017 and as per the direction given in the Order, dated 13.01.2020 passed by Hon'ble High Court of Punjab & Haryana, at Chandigarh in the Case No. -CWP 26164 of 2019 (in the matter of etween Cultfit Healthcare Pvt. Ltd & Kotak Mahindra Bank Ltd.), the said immovable property is sold with existing Lease right under the said Lease, dated 17th October, 2017 whereunder Lease is valid till 17.10.2020	EMD Amount Rs. 36,50,000/- (Rupees Thirty Six Lakh Fifty Thousand)

The undersigned shall, at his absolute discretion and on request received from the prospective buyers, arrange for inspection of the abovementioned property on **24.02.2020 and 06.03.2020 between 11:00 am to 03:00 pm** through his authorised representative/agent.
The Bidder shall send the Bid in the prescribed Performa in the sealed envelope along with a demand draft/pay order of a scheduled bank for the earnest money deposit (EMD) stated above, favoring "Kotak Mahindra Bank Limited - A/c No. 06410125272001", payable at New Delhi, with the words "For purchase of property in the account of M/s. F6 Finserve Private Limited and F6 Commodities Private Limited" mentioned on the sealed cover alongwith duly signed Bid document, the format of Bid and Bid document to be obtained from the undersigned Authorised Officer. The sealed bids envelope, alongwith duly signed Bid document, are to be sent to the Authorized Officer at Kotak Mahindra Bank Ltd., IBIS Commercial Block, Aerocity, 2nd Floor, Asset Area 9, IGI Airport, New Delhi - 110 037, so as to reach the undersigned latest by 11.00 A.M. on 09.03.2020. The sealed Bid cover/envelope/s will be opened in the presence of the bidders present at the aforementioned venue/office at 11.30 A.M. on 09.03.2020. The Auction / inter se bidding will take place immediately after opening of bids, where the bidders can remain present and revise their offers UPWARDS in multiples of deposit (a.) 25% of Five Lakh) minimum during inter-se bidding, if any. The highest bidder, declared after completing inter-se bidding (if any), is required to deposit (a.) 25% of the bidding amount (inclusive of EMD i.e. 10% of the reserve price already deposited with bid) immediately but not later than by next working day and (b.) Kotak balance 75% of the Sale amount within 15 days from the date of Sale Confirmation letter issued by Bank, through electronic transfer (RTGS/NEFT) "Kotak Mahindra Bank Limited - A/c No. 06410125272001, IFSC Code - KKBK0000958, Branch - Nariman Point, Mumbai failing which the Bank shall forfeit the entire amount already paid by the bidder. No interest would be paid by Bank on deposit of EMD or other amounts deposited by the bidders.

- Terms and Conditions of Sale:**
- The abovementioned property proposed for sale under present Public Auction is in physical possession of Lessee [M/s. Cultfit Healthcare Private Limited] under the Lease, dated 17th October, 2017 and as per the direction given in the Order, dated 13.01.2020 passed by Hon'ble High Court of Punjab & Haryana, at Chandigarh in the Case No. -CWP 26164 of 2019 (in the matter of M/s. Cultfit Healthcare Pvt. Ltd. & Kotak Mahindra Bank Ltd.), the said immovable property is sold with existing Lease right under the said Lease, dated 17th October, 2017 whereunder Lease is valid till 17.10.2020. The further details on the aforesaid Lease and High Court Order and Property mortgage is mentioned in the Bid Document and the interested Bidders are required to go through the Bid Document and other papers, available with the undersigned Authorised Officer, for further details. Duly signed Bid Document need to be submitted alongwith sealed bid envelope containing BID Form and Pay Order / Demand Draft as stated hereinabove. Bid Form and Bid Document and other details can be made available from the undersigned Authorised Officer.
 - Sale will strictly be on "AS IS WHERE IS BASIS" and "AS IS WHAT IS BASIS" and "WHATEVER THERE IS BASIS" on the terms and conditions as mentioned herein, however the Authorised Officer shall have the absolute discretionary right to change or vary any of the terms and conditions. The bidders are advised to make their own inquiries regarding any encumbrances, Search in Sub-Registrar Office and Revenue Records and Municipal Records and any administrative Government records relating to the concerned Property and shall satisfy themselves regarding the nature and description of the property, condition, any encumbrances, lien, charge, statutory dues, etc. before submitting the bid for the concerned Property.
 - The particulars of Secured Assets specified for any error, misstatement or omission in this proclamation.
 - The Authorised Officer shall not be answerable for any error, misstatement or omission in this proclamation.
 - Bidders need to improve their offer in multiples of Rs. 5,00,000/- (Rupees Five Lakh) minimum for respective property/ies.
 - The secure asset will not be sold below the reserve price and sale shall be confirmed to the highest bidder. However, the Authorised Officer is not bound to accept the highest bid or any or all bids and reserves the absolute right and discretion to accept or reject any bid without assigning any reason whatsoever. The highest bidder will not have any right and title over the property until the sale is confirmed by the Authorised Officer and Sale Certificate is registered in their favour subject to realisation of entire Auction Price.
 - The bidders at the time of submission of bid shall produce evidence of their identity by cogent documents and if they participate in the auction in a representative capacity, the authorization/resolutions/Power of attorney etc., executed by the principal be also produced. Original of the same must be produced on demand during Auction formalities.
 - In no case the bidders will be permitted to withdraw the bids.
 - In case the bids are rejected, Authorised Officer can negotiate with any of the bidders or other parties for sale of the property by private treaty.
 - The Authorised Officer has the absolute right to accept or reject a bid or postpone/cancel the notified auction-sale without assigning any reason. In the event of postponement/cancellation of the auction-sale after submission of the bids, EMD demand draft(s) submitted by the bidders will be returned.
 - All statutory dues/other dues including registration charges, stamp duty, taxes etc. shall have to be borne by the purchaser.
 - All outgoing charges i.e. Municipal Taxes, Maintenance/Society charges, Electricity and Water charges and any other dues or taxes including transfer charges / fees in respect of the property put for Auction-cum-Sale under the present notice shall be paid by the successful Bidder/Purchaser solely.
 - Bids below reserve price shall be out rightly rejected.
 - Bids submitted without original demand drafts/pay order for the EMD shall be out rightly rejected.
 - Auction purchaser to deduct 1% of Sale Amount as TDS as per the section 194 1A of the Income Tax Act, the Sale Certificate will be issued on receipt of Form 26QB and challan evidencing having remitted the TDS and upon realization of the entire Sale Price.
 - Inspection of the property/documents can be arranged by the Authorised Officer on any working day on the specific request of the perspective bidders.
 - In case of default in complying in any of the terms and conditions of this present and also default in payment at any stage by the Successful Bidder / Auction Purchaser within the stipulated time frame, the sale shall be cancelled and amount paid will be forfeited fully.
 - Kotak Mahindra Bank Limited or its employees will not be liable for any claims from any person in respect of the property put for sale.
 - Any other encumbrances EXCEPT TENANCY OF CULTFIT HEALTHCARE PVT LTD, VALID TILL 17.10.2020 are not known to the Bank and it's Authorised Officer and the same are mentioned herein and also mentioned in detail in the Bid Document, which can be obtained from the undersigned Authorised Officer. The Authorised Officer or the Bank shall not be responsible for any charge, lien, encumbrances, or any other dues to the Government or anyone else in respect of property Auctioned. The Intending Bidder is advised to make their own independent inquiries regarding the encumbrances on the property including statutory liabilities, arrears of property tax, electricity dues etc.
 - If the dues of the bank together with all costs, charges and expenses incurred by them or part thereof as may be acceptable to the bank are tendered by/on behalf of the Borrowers/Guarantors/Mortgagors, at any time on or before the date fixed for sale, the auction / sale of asset may be cancelled. The Authorised Officer reserves the right to accept any or reject all bids, if not found acceptable or to postpone/cancel /adjourn/discontinue or vary the terms of the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final.
 - The sale certificate shall be issued in the same name in which the Bid is submitted. No request for inclusion/substitution in the sale certificates of names of any person(s) other than those mentioned in the bid shall be entertained.
 - The bidders shall be deemed to have read and understood the terms and conditions of the sale and bounded by the said terms and conditions.
 - The present notice is also uploaded on the Bank's official website i.e. www.kotak.com and interested parties can visit the same also.
 - For further details kindly contact Bank's Authorised Officer Bateesh Thakur (mobile no. 9953690994) and Bank Official Mr. Ajay Bhargava (mobile no. 9895246151) during the official working hours only.

STATUTORY 30 DAYS SALE NOTICE UNDER RULE 6(2), 8(6), 8(7) & 9(1) OF THE SECURITY INTEREST (ENFORCEMENT) RULES
The borrower/guarantors/mortgagors are hereby notified to discharge the liability in full and pay the dues as mentioned above along with up to date interest and expenses within 30 days from the date of this notice failing which the "Secured Asset" (mentioned above) will be sold as per the terms and conditions mentioned above.
Place: New Delhi Date: 05.02.2020 Authorised Officer, Kotak Mahindra Bank Ltd.

Business Standard
07.02.2020

