



Kotak Kotak Mahindra Bank

Kotak Mahindra Bank Ltd.,

Registered Office: 27, BKC, C-27, G Block, Bandra
Kurla Complex, Bandra (East), Mumbai - 400051

Branch Office:

SCO 120, 6th Floor, Feroze Gandhi Market,
Ludhiana, Punjab-141001

Corporate Identity Number -

L65110MH1985PLC038137, www.kotak.com
Toll Free: 1800 425 9900 / 1800 420 9900

WITHOUT PREJUDICE

By Speed Post

28th January' 2021

To

1. M/s C L Engineering Private Ltd. (earlier known as CL Engineering Ltd.) (Borrower/Mortgagor) C-201, Phase VII, Focal Point, Ludhiana - 141 010	2. Mr. Shirom Gupta (Guarantor) House No. 2, Country Home, East South City, Ludhiana - 142 026
3. Mr. Sanjay Gupta (Guarantor) 12, Sukhmani Enclave, Ludhiana - 141 003	4. Mr. Sunil Gupta (Guarantor) House No. 2, Country Home, East South City, Ludhiana - 142 026

Dear Sirs/Madam,

Subject: E-Auction cum Pre Sale Notice of immovable property/ies
Account: M/s. CL Engineering Private Ltd.

Notice is hereby given to all of you that the undersigned being the Authorised Officer of Kotak Mahindra Bank Limited under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, (SARFAESI Act), in exercise of powers conferred u/s 13(2) read with rules 3 of the Security Interest (Enforcement) Rules, 2002 (SARFAESI Rules) issued **Demand Notice** dated **29th April' 2016** calling upon the Borrower/Mortgagors/Guarantors to repay an amount of **Rs. 11,98,98,672.36 (Rupees Eleven Crores Ninety Eight Lakhs Ninety Eight Thousand Six Hundred and Seventy Two and Thirty Six Paise Only)** as on **16th March, 2016**, together with further interest and other charges thereon at the contractual rates upon the footing of compound interest from **17th March, 2016** till it's actual realization, within 60 days from the date of receipt of the said notice.

As the Borrower/Mortgagors/Guarantors have not come forward to repay the aforesaid amount to Kotak Mahindra Bank Ltd, the Authorised Officer has taken **Physical Possession** of the immovable property/ies mentioned in the Schedule hereto in exercise of powers conferred under the SARFAESI Act u/s 13(4) read with Rule 8 (1) of the SARFAESI Rules.

The Borrower/Mortgagors/Guarantors are hereby informed that the below mentioned Scheduled Property/ies which is/are mortgaged to Kotak Mahindra Bank Ltd will be sold by the undersigned by conducting Public Auction under the SARFAESI Act for recovering the amount due and payable by all of you in terms of the Demand Notice dated **29th April' 2016** issued under Section 13(2) of the SARFAESI Act.

The auction of the property/ies as mentioned in the Schedule, herein below, is being conducted on **16th February, 2022** and a paper publication of auction cum sale notice is being made to that effect. The detailed Auction cum Sale notice is attached herewith as Annexure - I.





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This notice of 30 days is being given to all of you in compliance of Rule 8, sub rule 6 of SARFAESI Rules under the SARFAESI Act 2002.

Thanking you,

Yours faithfully,

For KOTAK MAHINDRA BANK LIMITED

Authorised Officer



Schedule

Description of Immovable Property/ies

ALL THAT PIECE AND PARCEL OF THE INDUSTRIAL PROPERTY BEING C-201 ADMEASURING 3902 SQ. METERS ALONGWITH PRESENT AND FUTURE STRUCTURES INCLUDING ALL PRESENT AND FUTURE RIGHTS, TITLE, INTEREST, EASEMENTS, PRIVILEGES, FITTINGS, FIXTURES, CONNECTIONS, RIGHTS IN COMMON DRIVEWAY, LIFT (IF ANY), ENTRANCES, PASSAGES, STAIRCASE, PRESENT AND FUTURE DEVELOPMENT RIGHTS AND OTHER COMMON FACILITATES AND AMENITIES PROVIDED THEREIN SITUATE, LYING, AND BEING IN PHASE VII, DHANDHARI KALAN, FOCAL POINT, TEHSIL AND DISTT. LUDHIANA.



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ANNEXURE-I

E - AUCTION CUM SALE NOTICE OF IMMOVABLE PROPERTIES

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8 (6) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the Public in general and in particular to the Borrower (s), Guarantor (s) and / or Mortgagor (s), that the below described immovable property(ies) mortgaged / charged to Kotak Mahindra Bank Limited ("Secured Creditor"), the Physical Possession of which has been taken by the Authorised Officer of the Secured Creditor, will be sold through E-Auction on "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS", and "WHATEVER THERE IS BASIS" on 16-02-2022, for recovery of Rs. 11,98,98,672.36 (Rupees Eleven Crores Ninety Eight Lakhs Ninety Eight Thousand Six Hundred and Seventy Two and Thirty Six Paise Only) as on 16th March, 2016, together with further interest and other charges thereon at the contractual rates upon the footing of compound interest from 17th March, 2016 till it's actual realization, due to Kotak Mahindra Bank Limited, being the Secured Creditor, from the Borrower/s namely M/s. C L Engineering Private Ltd and Mortgagor/s / Guarantor/s namely Mr. Shirom Gupta, Mr. Sanjay Gupta and Mr. Sunil Gupta.

The details / description of Immovable Properties put up for auction, the Reserve Price, the Earnest Money Deposit and the Auction Schedule are mentioned below:

Sr No	Name of the Mortgagor/s	Details Of Immovable Property put for E - Auction	Last date for submission of online bid	Date & Time of E- Auction	Reserve Price (INR)	Earnest Money Deposit (EMD) (INR)
1.	M/s C L Engineering Private Ltd.	All that piece and parcel of Industrial property bearing No. C-201, admeasuring 3902 Sq Meters along with present and future structures including all present and future right, title, interest, easements, privileges, fitting, fixtures, connections, rights in common driveway, lift (if any) entrance passage, staircase present and future development rights and other common facilities and amenities provided therein situate, lying and being in Phase VII, Dhandari Kalan, Focal Point, Tehsil and District Ludhiana.	15-02-2022 upto 04:00 p.m.	16-02-2022 between 01:00 p.m. to 02:00 p.m.	3,50,00,000.00 (Rupees Three Crores and Fifty Lakhs Only)	35,00,000.00 (Rupees Thirty Five Lakhs Only)

Encumbrances known to Bank/Secured Creditor Payable dues of Rs. 28464492/- decided in favour of PSPCL, in case no 1357/2016 titled as PSPCL v. C L Engineering & others, by the court of Civil Judge Senior Division, District Courts, Ludhiana vide its order dated 01.11.2019.

The undersigned may at his absolute discretion and on request from the prospective buyers, arrange for inspection of the said property on 08-02-2022 between 01:00 pm to 02:00 pm through his authorized representative/agent.

Important Terms and Conditions:

- 1) The E-Auction shall be conducted only through "On Line Electronic Bidding" through website <https://kotakbank.auctiontiger.net> on 16-02-2022 from 01.00 p.m. to 02:00 p.m. with unlimited extensions of 5 minutes duration each.
- 2) For details about E-Auction, the intending bidders may contact M/s. e - Procurement Technologies Limited (Auction Tiger), A-801, Wall Street-II, Op Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006, Gujarat, contact Mr. Sachin Sharma - Mob. +919988137576 / +917961200520 email id: sachin.sharma@au; Mr. Vivek





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Kachariya - +919081830222 , email id - vivek@auctiontiger.net / support@auctiontiger.net.

- 3) The intending bidders may visit the Bank's official website - <https://www.kotak.com/en/bank-auctions.html> for auction details and for the terms and conditions of sale.
- 4) For detailed terms and conditions of auction sale, the bidders are advised to go through the portal <https://kotakbank.auctiontiger.net> and the said terms and conditions shall be binding on the bidders who participate in the bidding process.
- 5) It is requested that the interested Bidder/s are required to generate the login ID and password from the portal <https://kotakbank.auctiontiger.net> before uploading the bid and other documents.
- 6) The bid form has to be filled in the prescribed form and is to be submitted / uploaded online only along with KYC documents of the Bidder/s on the portal <https://kotakbank.auctiontiger.net> on or before 15-02-2022 upto 04.00 p.m. and the scanned copies of the duly filled and signed bid documents and KYCs of the Bidder/s should be sent by mail to nitesh.chhibber@kotak.com and amit.kumar16@kotak.com The Bidder shall write the subject of the email "**For purchase of Property in the matter of M/s C.L. Engineering Pvt. Ltd.**"
- 7) Prospective bidders may avail online training, for generating Login ID and password and for online bidding process etc., from M/s. E - Procurement Technologies Limited (Auction Tiger) on above mentioned contact numbers.
- 8) Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT/FUND TRANSFER to the credit of Account No. **06410125272001**, Kotak Mahindra Bank Ltd., Nariman Point Branch, Mumbai, IFSC Code: **KKBK0000958**, on or before 15-02-2022 upto 04:00 p.m. Any bid submitted without depositing the EMD amount shall stand automatically rejected. The EMD deposited by the proposed bidder shall not earn any interest.
- 9) The bid price to be submitted shall be equal to and / or above the Reserve Price and during the bidding process, bidders who have submitted bids shall improve their further offers in multiples of and Rs. 5,00,000/- (Rupees Five Lakhs only).
- 10) In case any bid is placed within last 5 minutes of the closing time of the e-auction proceeding, the closing time shall automatically and immediately get extended by another 5 minutes.
- 11) The successful bidder has to deposit 25% of the highest bid amount (including EMD already paid) immediately on closure of the e-auction sale proceedings or on the following working day in case business hours is closed on the day of E - Auction, in the mode stipulated as above. The balance 75% of the highest bid amount shall have to be deposited within 15 days from the date on which the acceptance /confirmation of sale is conveyed to such successful bidder or such extended period which shall be at the sole discretion of the Authorised Officer and within the provisions of SARFAESI Act, 2002 and the Security Interest Rules, 2002.
- 12) The highest bidder will not have any right and title over the property until the Sale Certificate is issued in his favour subject to realisation of entire Auction Price and other incidental expenses. Sale shall be subject to terms and conditions of E - Auction and confirmation by the Secured Creditor to that effect.
- 13) If the successful bidder fails to deposit the entire bid / auction amount, the amount already deposited by the successful bidder shall be forfeited and the defaulting bidder shall neither have claim on the property nor on the amounts deposited. The Authorised Officer shall be free to exercise any one or more rights available to him in terms of the provisions of SARFAESI Act, 2002 and the Security Interest Rules, 2002, in respect of the auction property/ies.
- 14) On receipt of the entire sale consideration within the stipulated period as mentioned above, the Authorised Officer shall issue the Sale Certificate, the sale shall be completed thereafter, and Kotak Mahindra Bank Limited shall not entertain any claims.
- 15) The sale certificate shall be issued in the same name in which the Bid is submitted. No request for inclusion/substitution in the sale certificate of names of any person(s) other than those mentioned in the bid shall be entertained.
- 16) The EMD amount, to the unsuccessful bidder/s, shall be returned by Kotak Mahindra Bank Ltd, in their accounts by way of RTGS / NEFT / Funds Transfer, within 10 (Ten) working days and without any interest.
- 17) The Authorised Officer has the absolute right to accept or reject a bid or postpone/cancel the notified E - Auction Sale without assigning any reason. In the event of postponement/cancellation of the E - Auction Sale after submission of the bids, EMD submitted by the bidders will be returned, without interest and 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.
- 18) If any bidder intends to bid for more than 1 property under auction, then the bidders has to submit separate bids for each of the properties by following the process as mentioned above.
- 19) The particulars of Secured Assets specified in the Schedule hereinabove have been stated to the best of the information of the Authorised Officer / Secured Creditor, but the Authorised Officer / Secured Creditor shall not be answerable for any error, misstatement or omission in this proclamation.
- 20) Any other encumbrances are not known to the Bank other than the one mentioned here and above. The Authorized





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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.

- 21) All statutory dues/ other dues including registration charges, stamp duty, taxes etc. shall have to be borne by the purchaser.
- 22) 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.
- 23) All other incidental charges (including but not limited to security charges or maintenance charges for preservation of the property under the present auction) will be borne solely by the highest bidder from the date of issuance of Certificate of Sale, which will have to be cleared / reimbursed to the Bank before registration of the Certificate of Sale. However at the sole discretion of the Authorised Officer, any just and reasonable delay will be considered for exemption, without setting any precedent for future.
- 24) As per Section 194-A of the Income Tax Act, 1961, TDS @ 1% shall be applicable on the sale proceeds if the sale consideration is Rs. 50,00,000.00 (Rupees Fifty Lakhs only) and above or at the prevailing rate as amended/ revised from time to time. The Successful bidder/purchaser shall deduct 1% TDS in favour of Kotak Mahindra Bank Ltd., from the sale price and deposit the same with Income Tax Department and submit challan evidencing the deposit of TDS and Form 26QB / TDS Certificate to Kotak Mahindra Bank Ltd.
- 25) Sale will strictly be on "AS IS WHERE IS BASIS", "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 independent 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. Please note that the Bank/Authorised Officer/Secured Creditor does not in any way guarantee or make any representation with regard to the fitness/title of the property/ies/assets under auction. Sale/auction will be strictly on no recourse basis.
- 26) 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 Borrower/s/Guarantor/s/Mortgagor/s, 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.
- 27) The bidders shall be deemed to have read and understood the terms and conditions of the sale and shall abide by the said terms and conditions.
- 28) The bidders should ensure proper internet connectivity; power back up etc., The Bank shall not be liable for any disruption due to internet failure, power failure, or technical reasons or reasons / contingencies affecting the E-Auction proceedings.
- 29) Kotak Mahindra Bank Limited or its employees will not be liable for any claims from any person in respect of the property/ies put for sale.
- 30) 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.
- 31) For further details kindly contact Authorised Officer **Mr. Nitesh Chhibber (Mobile no. +91-9115594124)** and **Mr. Amit Kumar (Mobile No. +91-7667016550)**

STATUTORY 30 DAYS SALE NOTICE UNDER RULES 6(2), 8(6), 8(7) & 9(1) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002

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 **Thirty** 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. In case there is any discrepancy between the publications of sale notice in English and Vernacular newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.

Place: Ludhiana

For Kotak Mahindra Bank Ltd.

Date: 28-01-2022

Authorised Officer

