

Ref: 156 to 160 issued by the society
on 25th August 2023. Mrs. Sumita Banerjee
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Moorthy Rajan and Mrs. Sarala Baskaran as their only heirs and

ADVOCATE HIGH COURT
DATE :- 01/05/2024

<u>DETAILS OF SALE and TERMS & CONDITIONS</u>	
Name of the Borrower, Guarantors & Mortgagors	I. M/s. LIVE WIRES II. MR. GOPAL SATISH MALHOTRA III. MR. ARJUN GOPAL MALHOTRA
Secured debt for recovery of which the secured asset is to be sold	Rs. 2,83,46,636.01 (Rupees Two Crore Eighty-Three Lakh Forty-Six Thousand Six Hundred Thirty-Six & Paise One) as on 12/10/2021 with further interest from 13/10/2021 together with all other costs, incidental expenses and charges
Description of the "Secured Asset" (Hereinafter referred to as 'said property' or 'Secured Asset')	ALL THAT PART AND PARCEL OF THE PROPERTY SITUATED AT OFFICE NO.501 TO 505 A, 5TH FLOOR, SHOPPERS POINT, LOHANA COLONY, OFF S.V. ROAD, ANDHERI - WEST, MUMBAI - 400 058, OWNED BY MR. GOPAL SATISH MALHOTRA. ADMEASURING 1425 SQ.FT. EQUIVALENT TO 132.38 SQ. MTRS. (CARPET AREA)
Reserve Price below which property shall not be sold	Rs.3,22,00,000/- (Rupees Three Crore Twenty-Two Lakh)
Earnest Money Deposit (EMD):	Rs.32,20,000/- (Rupees Thirty-Two Lakh Twenty Thousand)
Date & Time of e-auction	10/06/2024 from 1500 Hrs to 1600 Hrs With auto time extension of five minutes each till sale is completed.
EMD Remittance:	By way of Demand Draft drawn in favour of "HDFC Bank Ltd", Payable at Mumbai, drawn on any Nationalised or Scheduled Bank.
Bid Increase Amount	Rs.1,00,000/-
Date and Time of Inspection	25/05/2024 from 1100 Hrs to 16.00 Hrs
Last date for submission of Bid Form	07/06/2024 by 1630 Hrs. duly filled Bid Form to be submitted at HDFC Bank Ltd, 1st Floor, I-Think Techno Campus, Kanjurmarg (E), Mumbai: 400042 along with KYC Documents and Demand Draft towards EMD.
Terms and Conditions	As mentioned Below

TERMS & CONDITIONS

1. The e-Auction/sale is being held on "as is where is, as is what is, whatever is there is and without recourse basis", and under provisions of The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002.

2. To the best of knowledge and information of the Authorised Officer, there is no encumbrance on the property, however, the Bidder(s), in order to protect his /their individual interests is/are advised to verify the Secured asset, conduct due diligence at his/their own costs in respect of the Secured asset, as well as, ascertain the known and unknown liabilities, encumbrances and any other dues from the concerned authorities or stakeholders /claimant to their satisfaction before submitting the Bid. Any Bid made shall be deemed to have been submitted after complete satisfaction of title (including mortgage /charge of the Bank) of the property/Secured assets and /or all claims there against and after due & proper inspection of the Secured Asset and hence Bidders(s) shall not be entitled to make any requisition or raise any query/objection vis-à-vis Authorised Officer/Secured Creditor as to Title (including mortgage /charge of the Bank) or condition of the Secured Assets or any part thereof or any dues/taxes/levies irrespective as to whether disclosed or undisclosed.

3. The interested Bidders shall submit their Bid for purchase of the secured Assets on or before **07/06/2024** by 1630 Hrs in the prescribe Bid Form given in the **Annexure A** hereto. Duly filled Bid Form should be submitted at HDFC Bank Ltd. at 1st Floor, I-Think Techno Campus, Building – Alpha, Kanjur Marg (East), Mumbai – 400 042. The Bid Form shall be accompanied by demand drafts/pay orders drawn on a nationalised or scheduled bank in favour of "HDFC BANK LTD." payable at Mumbai and KYC Documents in the form and manner acceptable to the Bank. Bid Forms that are not duly filled or not accompanied by the (i) Demand Draft; ii) KYC Documents or Bid Form received after the last date of submission as prescribed herein will not be considered/ treated as valid Bid, and shall accordingly be rejected. The highest bid shall be subject to approval of HDFC Bank Limited. Authorised Officer reserves the right to accept/ reject all or any of the offers/ bids so received without assigning any reasons whatsoever. The decision of Authorised Officer and Secured Creditor shall be final & binding on all Bidders.

4. All bidders shall be required to participate in Auction only through "online electronic mode" through the website of the Service Provider i.e., <https://hdfcbank.auctiontiger.net>

The bidders may participate in e-auction for bidding from their place of choice. Internet connectivity shall have to be ensured by bidder himself. Bank / Service Provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.

5. The eligible Bidders may contact e-Procurement Technologies Limited, [Contact No.: 8000023297; Contact Persons: Mr. Ram Sharma, E-mail: ramprasad@auctiontiger.net / support@auctiontiger.net, for creation of Login ID & Password, uploading data, training on e-bidding process etc. For any property related queries Bidders may contact Mr. Sanjay Dicholkar Contact No: 9870228525, e-mail ID: sanjay.dicholkar@hdfcbank.com & Mr. Ramraj Singh on 9930246301/7428993228 in office hours during the working days.

6. Intending bidders shall hold a valid email address and should register their name/account by login to the website of the aforesaid service provider. They will be provided with user id and password by the aforesaid service provider which should be used in the e-auction proceedings. For further details, please contact the service provider at the above-mentioned address/phone no./mail.

7. Online auction sale will start automatically on and at the time as mentioned above. During the Online Inter-se Bidding, Bidder can improve their Bid Amount as per the 'Bid Increase Amount' (mentioned above) or its multiple and in case bid is placed during the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes (each time till the closure of e-Auction process), otherwise, it'll automatically get closed. The bidder who submits the highest bid amount (not below the Reserve Price) on the closure of the e-Auction Process shall be declared as a Successful Bidder by the Authorized Officer/ Secured Creditor, after required verification.

8. The Earnest Money Deposit shall not bear any interest. Demand Draft/Pay order submitted towards Earnest Money Deposit (EMD) by unsuccessful bidders shall be returned in due course after conclusion of E-Auction. The EMD of the successful bidder shall be retained towards part sale consideration. The successful bidder shall immediately, i.e., on the same day or any day not later than next working day from the date of auction, as the case may be, pay 25% of the amount of the sale price inclusive of EMD already paid by Demand Draft/Pay Order in favour of "HDFC Bank Limited"

payable at Mumbai or through electronic means like RTGS/NEFT/Swift Transfer. The balance amount of sale price i.e. 75% of the sale price shall be paid by the purchaser to the Authorised officer on or before 15th day of confirmation of sale or within such extended period as agreed upon in writing between purchaser and the secured creditor, in any case not exceeding three months.

In case of default in payment at any stage by the successful bidder/auction purchaser within stipulated time, the sale will be cancel and the amount already deposited will be forfeited and property shall be resold and the defaulting purchaser/bidder as well as borrower shall have no claim/right in respect of property/ amount.

9. The purchaser shall bear all the applicable stamp duties/ additional stamp duty/ transfer charges, Transfer fee, Pending Society Dues etc., and also all the statutory/ non-statutory dues, taxes, rates, assessment charges, fees etc. owing to any Person w.r.t. said secured asset including payment of Stamp Duty and Registration charges on Sale Certificate or any other incidental charges with respect to Sale of Secured Asset.

10. The Authorized Officer has the absolute right and discretion to accept or reject any bid or adjourn/postpone/cancel the sale or add/ delete/change any of the terms and conditions of this sale at any time without prior notice to the borrower, owner, bidder, public etc. and without assigning any reason. The E-Auction sale is subject to the confirmation by the Secured Creditor / Bank. If the borrower/guarantor pays the amount due to Bank in full before date of sale, no sale will be conducted. The successful bidder shall not have claim in this regard and cancellation of the sale/auction is at the discretion of the Bank/Authorised Officer.

11. The sale will attract provision of TDS as applicable under section 194 (1A) of Income-tax Act on culmination of sale, depending on sale price.

12. Bidding in the last moment should be avoided in the bidders own interest as neither the HDFC BANK nor Service provider will be responsible for any lapse/failure (Internet failure/power failure etc.). In order to ward-off such contingent situations bidders are requested to make all necessary arrangements / alternatives such as power supply back-up etc, so that they are able to circumvent such situation and are able to participate in the auction successfully.

13. Conditional Bid may be treated as invalid and Contingent Bid shall be treated as invalid.

14. Bidders shall not be entitled to withdraw or cancel Bid once submitted.

15. Movable articles lying in the abovementioned secured asset does not form part of this sale. Before handing over the possession of secured asset to the Auction purchaser a reasonable time will be given to borrower/owner/mortgagor to remove said movable articles lying in the secured asset.

16. The word and expressions used hereinabove shall have the same meaning respectively assigned to them under The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act,2002 and Security Interest (Enforcement) Rules,2002.

For **HDFC BANK LIMITED**



(Authorized Officer)

Place: Mumbai

Date: 02/05/2024

I/We have read the above terms and conditions. I/We, hereby unconditionally confirm that I/We agree to abide with and are bound by the said Terms and Conditions.

Bidder(s)

Dated:

NOTE: DULY ACCPETED TERMS & CONDITIONS TO
BE SUBMITTED ALONGWITH DULY FILLED BID
FORM

ANNEXURE A**BID FORM**

To,

Authorised officer,
HDFC Bank Ltd, 1st Floor
I-Think Techno Campus
Kanjurmarg (E), Mumbai:- 400042

Dear Sir/Madam,

Ref: Bid For purchase of secured assets in the account of M/s. LIVE WIRES, pursuant to the E-Auction Notice published in the newspapers namely Free Press Journal (English) + Navshakti (Marathi) Mumbai Edition.

1.	Name of the Bidder(s)	:					
2.	Valid Email Id	:					
3.	Mobile Number	:					
4.	Address	:					
5.	Details of the Secured Asset	:	OFFICE NO.501 TO 505 A, 5 TH FLOOR, SHOPPERS POINT, LOHANA COLONY, OFF S.V. ROAD, ANDHERI - WEST, MUMBAI - 400 058, OWNED BY MR. GOPAL SATISH MALHOTRA. ADMEASURING 1425 SQ.FT. EQUIVALENT TO 132.38 SQ. MTRS. (CARPET AREA)				
6.	Reserve Price	:	Rs.3,22,00,000/- (Rupees Three Crore Twenty-Two Lakh)				
7.	Names of borrowers and co-borrowers	:	I. M/s. LIVE WIRES II. MR. GOPAL SATISH MALHOTRA III. MR. ARJUN GOPAL MALHOTRA				
8.	EMD Details	:	Sr No.	DD/Pay Order No.	DD/Pay Order Date	Drawn On	DD/Pay Order Amount

I/we, the Bidder(s) confirm that:

- We have read and duly understood the Terms and Conditions of sale displayed on the website of secured Creditor and also available on online portal of service provider as mentioned in E-auction/sale notice.
- The Secured Assets are being purchased by us on "As is where is Basis", "As is what is basis", "Whatever there is Basis" and "No recourse Basis" and under provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act,2002 and Security Interest (Enforcement) Rules,2002.

- c. I/We have done necessary legal, technical and financial due diligence with respect to secured asset and the BID is being submitted after due consideration of relevant facts and commercial aspects and not merely based on the information provided by a representation, if any, made by the Authorized officer/Secured Creditor.
- d. I/We have satisfactorily inspected the secured assets.
- e. I am/We are legally eligible to enter in to necessary agreement /contract.
- f. I/We have read the entire Terms and conditions of the sale, made available on the website of secured Creditor and on online portal of service provider as mentioned in E-auction/sale notice, and have understood them fully. I/We, hereby unconditionally confirm that I/We agree to abide with and are bound by the said Terms and Conditions.
- g. The information revealed by me/us in the Bid Form is true and correct. I/We understand and agree that if any of the information revealed by me/us is found to be incorrect and/or untrue, the BID submitted by me/us is liable to be rejected. The Authorised officer will be at liberty annulled the Bid/acceptance at any point of time. I/We also agree that after my/our Bid for purchase of secured asset is accepted by the Authorised officer and I/We fail to accept or act upon the Terms and condition of the Sale or am /are not able to complete the transaction within time limit in the Sale Confirmation letter for any reason whatsoever and /or fail to fulfil any/all terms and condition, the EMD and any other monies paid by me/us along with Bid and thereafter, are liable to be forfeited by the Authorised officer/Secured Creditor.

Yours faithfully,

KYC Documents:

- 1.
- 2.
- 3.