

Ref No: **AXIS/SRC/2018-19/453**

To:

1. **MBS Impex Pvt Ltd**
having registered office at
1st floor, 125, M. G Road,
Secunderabad-3,
Andhra Pradesh


and also at :
5-9-45, Basheerbagh,
HYDERABAD - 500 063.
2. **Mr. Sukesh Prakashchand Gupta**
Flat 3-5-784/B & C, King Koti Road,
HYDERABAD - 500 001
3. **Mr. Anurag Prakashchand Gupta,**
Flat 3-5-784/B & C, King Koti Road,
HYDERABAD - 500 001
4. **Ms. Neetu Sukesh Gupta**
Flat 3-5-784/B & C, King Koti Road,
HYDERABAD - 500 001
5. **Mr. Prakash Chand Gupta**
Flat 3-5-784/B & C, King Koti Road,
HYDERABAD - 500 001
6. **M/s. Aashi Realtors**
1st floor, 125-M G Road,
Secunderabad - 500 003.
7. **Ms. Vandana Anurag Gupta**
Flat 3-5-784/B & C, King Koti Road,
HYDERABAD - 500 001.
8. **Ms. Kalavati Prakashchand Gupta**
Flat 3-5-784/B & C, King Koti Road,
HYDERABAD - 500 001.
9. **Mr. Amit Kumar Agarwal**
Flat 3-5-784/B & C, King Koti Road,
HYDERABAD - 500 001.

Dear Sir/Madam,

Sale Notice

Sub: Notice for Sale under the Security and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 & (Enforcement) Rules 2002 and Rules framed there under.

The undersigned being Authorised Officer is having full powers to issue this notice of sale and exercise all the powers of sale under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules framed there under.



AXIS BANK LTD.
Southern Recovery Cell
1st Floor,
New No. 3, Old No. 2
Club House Road
Anna Salai, Chennai- 600 002.



You have committed default in payment of outstanding dues **Rs. 104,98,89,047/- (Rupees One Hundred and Four Crore Ninety Eight Lac Eighty Nine Thousand Forty Seven)** being the amount due as on 08-03-2013 with further interest w.e.f. 09-03-2013 @ 21.25% p.a. (i.e. BPLR + 3.50 %) and penal interest @ 2% p.a, together with future interest, thereon at the contractual rate of interest from 01.07.2015, costs and incidental expenses for the facilities availed by you. Hence the bank has issued a Demand Notice dated **25.06.2013** to pay the above mentioned amount within 60days. You have failed to pay the amount even after the expiry of 60 days.

Therefore the Authorised Officer, in exercise of powers conferred under section 13(4) has taken possession of the below mentioned properties on **16.05.2017** which has been offered as security by you towards your liabilities and the same has been published in The New Indian Express and Namasthe Telangana – Hyderabad Editions on **20.05.2017**.

Therefore the bank in exercise of its rights granted under the Act and Rules, notice is hereby given under Rule 8(6) and Rule 6(2) to you pay sum of **Rs. 355,02,85,718.78 (Rupees Three Hundred and Fifty Five Crores Two Lakhs Eighty Five Thousand Seven Hundred and Eighteen and Paise Seventy Eight Only)** being the amount due as on 29.01.2019 (this amount includes interest applied till 29.01.2019 only) with interest from 30.01.2019 with costs, expenses, **within 30 days** from the date of this notice, failing which the bank shall proceed under the Act with the sale of the Secured Properties to realize the above stated outstanding amount with interest costs and expenses, in the following mode, in our discretion the terms and conditions as will be stipulated by the undersigned.

The "Public Auction Sale" of the property mortgaged by you, as collateral security against the facilities availed by you, is scheduled as per the "Public Auction Sale Notice".

The notice will be published in two leading Newspapers, as per the provisions of the SARFAESI ACT,2002.

Public Auction Sale Notice will be published in the "The New Indian Express" and "Andhra Prabha" Hyderabad Editions on **03.02.2019**.

DETAILS OF AUCTION SALE

PLACE OF TENDER / AUCTION

: **Axis Bank Ltd.,
Corporate Banking Branch
6-3-879/B, G Pullareddy Building,
Greenlands, Begumpet Road,
Hyderabad - 500 016.**

DATE OF OPENING TENDER/AUCTION

: **08.03.2019**

DESCRIPTION OF THE IMMOVABLE ASSETS

PROPERTY – I

LAND/HOUSE	EXTENT	LOCATION	BOUNDARIES
Land in Sy.	Undivided share of	Situated at : Guttala,	North: By H T Line



No.16	family members Admeasuring 130 Guntas in aggregate.	Begumpet Village, Serilingampally Mandal, Ranga Reddy District	South : By Neighbour's Land East: By Agricultural land in Sy No 16 Part West: By Agricultural land in Sy No 16 Part
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together with all buildings and structures thereon constructed/to constructed and all plant and machinery attached to the earth or permanently fastened to anything attached to earth. Standing in the name of family members namely **Mr. Prakash Chand Gupta (10 Guntas), Mr. Anurag Gupta (20 Guntas), Mrs. Vandana Gupta (20 Guntas) Mrs. Neetu Gupta (20 Guntas), Mrs Kalavathi Gupta (10 Guntas), Mr. Amit kumar Agarwal (20 Guntas) Mr. Sukesh Gupta (30 Guntas).**

RESERVE PRICE : Rs. 1250.00 Lakhs

EMD AMOUNT : Rs. 125.000 Lakhs

TIME : 10:30 AM

The borrowers/guarantors/mortgagors having failed to repay the dues as above, the Bank in exercise of the Powers conferred under the Act propose to realize the dues, inter alia, by sale of the below mentioned property under the provisions of the SARFAESI Act 2002 read with the relevant rules of the Security Interest (Enforcement) Rules, 2002, on 'as is where is and as is what is' and 'whatever there is' and 'no recourse basis' by inviting sealed tenders from the public at the Date, Time and Place mentioned hereunder, subject, to the terms and conditions.

Please note that all expense pertaining to demand notice, taking possession, valuation and sale etc, shall be first deducted from the sale proceeds, which may be realized by the undersigned and the balance of the sale proceeds will be appropriated towards your liability as aforesaid. You are at liberty to participate in the sale be held on the terms and conditions thereof including deposit of earnest money.

TERMS AND CONDITIONS OF SALE

- (1) The Tender form can be collected from above mentioned addresses during office hours from 11.00 AM to 4.00 PM. (2) The above secured assets will be sold in "AS IS WHERE IS" and "AS IS WHAT IS" and "WHATEVER THERE IS" and "NO RECOURSE" condition. (3)The intending bidders should submit their bids in the prescribed tender form along with their ID and Address proof in closed Cover along with above mentioned EMD separately for the above property by way of banker's cheque / demand draft favouring The Authorized Officer, Axis Bank Limited, payable at Hyderabad enclosed to the tender application, which is refundable without interest, if the bid is not successful. In the case of successful bidder the said deposit shall be adjusted. Tenders not in the prescribed form will not be accepted. Tender without EMD shall be summarily rejected. (4)The intending bidders have to submit their offer, in sealed envelope **on or before 07.03.2019 by 5.00 P.M.** to above mentioned addresses, which will be opened on the date & time fixed for Auction. The left top corner of the cover should be prescribed '**Public Tender for purchase of property A/c. M/s. MBS Impex Pvt. Ltd., Axis Bank Ltd.**' (5) The EMD amount shall be liable for forfeiture without prior notice if the successful Bidder fails to adhere to the terms and conditions of the Auction Sale. (6) The sealed tenders will be opened by the Authorised Officer in the presence of the Available bidders at above prescribed time. (7) The successful bidders should pay 25% of the bid amount (less the EMD) immediately on sale being knocked in bidder's favour and the balance amount within 30 days from thereon. On failure of the successful bidder in making the balance amount, the entire deposit amount paid by the bidder shall be forfeited without any notice unless time is extended further in writing by the Secured Creditor (The Bank) and property will be resold. Payment is to be made in the form of Banker's Cheque/Demand Draft/RTGS in favour of The Authorized Officer, Axis Bank Limited, payable at Hyderabad (8) The successful bidder should bear the charge / fee payable for conveyance such as Stamp Duty, Registration fees, incidental expenses etc as applicable as per law. The successful bidder shall also bear all statutory dues if any and also all dues pending like electricity charges, water charges, and maintenance charges and for other services provided if any. The bank (Secured



Creditor) does not undertake any responsibility to procure any permission/license etc in respect of the secured assets / immovable properties offered for sale. (9) The Authorised Officer has the absolute right to accept or reject the bid or Adjourn / Postpone the auction without assigning any reason thereon and also to modify any terms and condition of this sale without any prior notice. The Authorized Officer also reserves the right to sell the property by any of the modes prescribed under the SARFAESI Act, SIE Rule, 2002. (10) The sale is subject to confirmation by the Bank. (11) The property mentioned above will not be sold below the Reserve Price fixed. (12) The property is being sold with existing encumbrances whether known or unknown to the bank and the intending bidder shall satisfy himself about the title, Ownership, statutory approvals, encumbrances, claims etc. in regard to the property. Any encumbrance that may arise after the date of the notice, will also be borne by the purchaser. (13) In case of all the tenders are rejected, Authorised Officer can negotiate with any of the Tenderers or other parties for sale of the properties by private treaty. (14) It is the responsibility of the Tenderers to inspect and satisfy themselves about the Assets and specifications before participating in the tender. (15) Any statutory dues shall be borne by the purchaser. (16) The sale certificate will be delivered only after the payment of the entire bid amount and other charges if any. (17) The property may be inspected on **16.02.2019** between 11.00 A.M and 3.00 P.M.(18) For Inspection of the property and for any other information about the public tender Or the property, etc, if required, the intending bidders may contact above mentioned addresses or phone no. 044-6137 1110/1101 (19) Payment of sale consideration by the successful bidder to the bank will be subject to TDS under Section 194 – 1A of Income Tax Act 1961 and TDS is to be made by the successful bidder only at the time of deposit of remaining 75% of the bid amount (20) This publication is also taken as notice to the borrowers /guarantors/mortgagors.


**Authorised Officer,
Axis Bank Ltd,
Chennai.**

