



KOTAK MAHINDRA BANK LIMITED
2nd Floor, D-10, Nos. 1-2, Local Shopping Centre,
D Block, Vasant Vihar, New Delhi 110 053.
CIN L65110MH1985PLC038137

TERMS AND CONDITION FOR SALE OF IMMOVABLE ASSET OF HINDON RIVER MILLS LIMITED UNDER THE PROVISIONS OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 (“SARFAESI ACT”) READ WITH PROVISIO TO RULE 8 (6) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002 ON 14th FEBRUARY 2023.

1. The sale is under The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act)
2. The auction shall be conducted only through “On Line Electronic Bidding” through <https://kotakbank.auctiontiger.net> on **14th February 2023** from 11 AM to 12 NOON with unlimited extensions of 5 minutes duration each.
3. The intending bidders shall hold valid E-Mail id. For details with regard to E-auction, the intending bidders may contact **M/s E-Procurement Technologies Limited -Auction Tiger** B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006 Gujarat (India) on **Contact no. 079-68136880/68136837 Mobile No. : +91 9265562821/18 E Mail : support@auctiontiger.net and Mr Ram Sharma -8000023297;**
4. Prospective bidders may avail online training from M/s E-Procurement Technologies Limited -Auction Tiger on above mentioned contact numbers.
5. The above assets shall be available for inspection- between 11.00 am to 4.00 pm on any working day (Monday -Friday) by the prospective bidders up with prior appointment from the bank officer.
6. Bids along with KYC documents shall be submitted online only in prescribed online bid form with relevant details, as available in the website <https://kotakbank.auctiontiger.net> on or before **13th February 2023.**
7. Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT/FUND TRANSFER to the credit of **Account No. 8411307138**, Kotak Mahindra Bank Ltd. A/c E-Auction, Malad (East) Branch, Mumbai, **IFSC Code: KKBK0000646**,

on or before **13th February 2023 upto 4:00 p.m.** Any bid submitted without depositing the EMD amount shall stand automatically rejected.

8. The sale of the Immovable assets shall be on “AS IS WHERE IS” “AS IS WHAT IS” and “WHATEVER THERE IS” BASIS.
9. To the best of knowledge and information of Kotak Mahindra Bank, there may be certain encumbrances including statutory dues like property tax, electricity dues, water dues which would be paid by the successful bidder. Hence, all dues including statutory etc. are not known to the Authorised Officer and should be ascertained and paid by the tenderer(s)/ prospective purchaser(s). The particulars in respect of the secured assets specified hereinabove have been stated to the best of the information of the undersigned, who, however shall not be responsible for any error, misstatement or omission in the said particulars. The tenderer(s)/ prospective purchaser(s) are, therefore, requested in their own interests, to satisfy himself / herself with regard to the above and the other relevant details pertaining to the abovementioned property / properties, before submitting the tenders. The details of encumbrance/claim are mentioned at schedule I however, there might be other encumbrance the tenderer(s)/ prospective purchaser(s) are advised to carry out their own due diligence.
10. The bid price to be submitted shall be equal to and or above the Reserve Price and during the bidding process, bidders shall improve their further offers **in multiples of Rs. 25 lakhs only.**
11. The successful bidder has to deposit 25% of the highest bid amount (including EMD already paid) on the next working day in the mode stipulated in clause 7 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. In the event of non-payment of either 25% of the highest bid amount or 75% of the highest bid amount, the Bank has right to forfeit the amount deposited by the successful bidder and the Authorised Officer will be at liberty to cancel the auction and conduct fresh auction.
12. On receipt of the entire sale consideration within the stipulated period as mentioned above, the Authorised Officer shall confirm the sale and issue the Sale

Certificate and the sale shall be complete thereafter and the Secured Creditors shall not entertain any claims.

13. The Authorised Officer has the absolute right and discretion to accept or reject any bid or adjourn/ cancel the sale/ modify any terms and conditions of the sale without any prior notice and assigning any reason
14. All charges/ dues including Registration Charges, Stamp Duty, Taxes etc. shall have to be borne by the Purchaser.
15. The Authorised Officer has the absolute right and discretion to accept or to reject any bid or adjourn/ cancel the sale/modify any terms and conditions of the sale without any prior notice and assigning any reason.
16. Upon payment of the purchase price in full and all costs, charges and expenses mentioned above, the Purchaser shall be entitled to obtain Sale Certificate at his own cost. Such Sale Certificate shall be prepared by the Authorized Officer at the costs, charges and expenses of the Purchaser. The Sale Certificate would be executed by the Authorized Officer of Kotak Mahindra Bank Ltd.
17. The properties/assets are sold subject to the subsisting covenants if any in respect of subject property, assessments, rights of way, easements, outgoings etc. and all incidents of tenure affecting the property. The Purchaser shall ascertain and satisfy himself in all aspects effecting or in any way relating to the said property before submitting and making any bid and the Purchaser shall not be entitled to make any requisitions on that account.
18. The Authorised Officer does not warrant the accuracy of any of the descriptions given in the Schedule hereto. The sale is on **“AS IS WHERE IS” “AS IS WHAT IS” and “WHATEVER THERE IS” BASIS.** of all items including those mentioned in the Schedule hereto and Kotak Mahindra Bank Limited only has symbolic possession of the same.
19. The property/assets shall remain at the risk of the purchaser from the date of sale certificate and the Authorized Officer / Bank will not be put under any liability for the safe custody of preservation thereof from that date.
20. For any reason if the sale cannot be confirmed in favour of the successful bidder or is set aside by an order of any Court or Tribunal, then in that event the entire

purchase money paid will be refunded without any interest to the bidder in whose favour the sale is confirmed and the said bidder shall not have any right to object/challenge the act of the Authorized Officer of not confirming the sale in his/her/its favour before any authority

GENERAL CONDITIONS :

The particulars mentioned in the Terms and Conditions dated 6th January 2023 have been stated to the best of the knowledge and information available with the Authorized Officer, but the Authorized Officer shall not be answerable for any error, misstatement or omission in the proclamation of sale. All the due and encumbrance on the said property including statutory dues like property tax, electricity dues and water dues any other claims made shall have to be borne by the purchaser. The sale is subject to all such claims, liabilities or encumbrances known or unknown, and the Authorized Officer undertakes no liability there under either to the purchaser or to any authority whatsoever.

- a. The intending purchaser would be entitled to take an inspection of the subject property at their own costs on the date fixed by the Authorized Officer for the inspection of the subject property. In the event the purchaser fails to take inspection of the property or is unable for any reason whatsoever to take the inspection of the subject property on the date of fixed by the Authorized Officer for such inspection, the purchaser or the intending purchaser shall in any event be deemed to have taken inspection of the subject property and that the purchaser/intending purchaser is aware of the condition of the property. Inspection of the subject property as described in the Schedule hereunder will be given by the Authorized Officer to the intending purchasers at the premises of the property as described in the Schedule annexed herewith through his representative.
- b. The Authorized Officer is auctioning the subject property in accordance with the Provisions of the ‘Securitisation and Reconstruction of the Financial Assets and Enforcement of the Security Interests Act, 2002’ read with ‘The Security Interest (Enforcement) Rules, 2002’. The Purchaser will have to satisfy himself if there are any other encumbrances, charges and liens on or affecting the

property described in the Schedule. The Purchaser shall not be entitled to claim any compensation or deduction in price on any account whatsoever and shall be deemed to have purchased the properties subject to all encumbrances, liens and claims.

- c. On the appointed day of auction bidders participating in the auction shall be allowed to increase their offer in the inter se bidding.
- d. The subject property will not be sold below the reserve price of the subject asset as mentioned in the schedule of properties. The Authorized Officer may, at his discretion decline to accept the highest bid.
- e. All Bids with Earnest Money Deposit shall be eligible for participating the auction. The Earnest deposit amount in the case of the successful bidder will be adjusted towards the bid amount. The Earnest Money Deposit amount will be returned within three working days to the unsuccessful bidders after the auction.
- f. All the bidders shall note that in case the full amount of arrears, due and payable to Kotak Mahindra Bank Limited by Borrower and the guarantors for the recovery of which the proclamation of sale has been drawn is paid by or on behalf of the Borrower Company before the conclusion of the auction, the auction shall stand cancelled. The bidders shall have no right to claim any amount on account of any interest, costs, expenses incurred in connection with the auction sale or by way of compensation for their having attended and participated in the auction.
- g. The time hereunder fixed for the observance and performance by the Purchaser of any of the obligations to be observed by him under these conditions is and shall be deemed to be the essence of the contract and any forbearance on the part of the Authorized Officer of the strict observance and performance thereof by the Purchaser shall not be construed as a waiver or relinquishment on the part of the Authorized Officer who shall have the right at his own option to exercise the remedies as are available to him under these conditions and under the Provisions of the 'Securitization and Reconstruction of the Financial Assets and Enforcement of Security Act, 2002' and 'The Security Interest (Enforcement) Rules, 2002' and as arising from the non observance and non-

performance thereof including the right to forfeit all the moneys paid by the Purchaser and treating the contract for sale as having been determined by the Purchaser.

- h. Participation in the bid shall be deemed to be acceptance of the conditions specified herein.
- i. The Authorized Officer conducting the auction reserves the right to prevent any individual from participating in the bid if he is satisfied that such an individual's presence may impede the progress of the auction.

Date : 6th January 2023

Place : New Delhi

SCHEDULE –I

LOT No.	Particulars of Property	Reserve Price	EMD	Encumbrances
I	Mortgaged land (admeasuring 52.6 acres/ 21.28 hectares, details of the plot/khasra number and area be seen at Annexure A) situated at NH-24, asna Ghaziabad, Near Dasna Toll-Eastern Peripheral Expressway Dist Ghaziabad UP Owned by Hindon River Mill	Rs 135,00,00,000	Rs 13,50,00,000	<ol style="list-style-type: none"> 1. Dues of central GST Division, CGO Complex, Nehru Nagar, Ghaziabad of Rs 67.48 Lakhs with interest amount as applicable against Order In Original No. 26/2002 dated 21.03.2002 2. Case Titled State of UP Vs Delhi Cloth Mills bearing No. T-022112801099499 pending before SDM Ghaziabad Under Section 38(3) of UP revenue Code 2006 in respect of Khasra No. 1870

ANNEXURE A

PLOT/ KHASRA	AREA IN ACRE	AREA IN HECTOR
1854	1.19	0.481
1858	0.06	0.025
1859	0.54	0.217
1861	0.80	0.324
1884K	0.16	0.063
TOTAL A	2.74	1.11
PLOT/ KHASRA		
1879	0.63	0.253
1889	0.16	0.063
TOTAL B	0.78	0.316

PLOT/ KHASRA		
1884	0.2	0.082
1885	0.62	0.25
TOTAL C	0.82	0.332
PLOT/ KHASRA		
1878	0.41	0.164
1880	0.85	0.342
1882	0.45	0.182
1883	1.53	0.62
1886	1.19	0.481
1887	0.34	0.139
1888	0.85	0.342
1890	1.25	0.506
1891	0.91	0.367
1892	0.61	0.246
1893	2	0.808
1877 K	1.59	0.645
TOTAL D	11.96	4.842
PLOT/ KHASRA		
1841	0.35	0.142
1848	0.28	0.115
1849	0.14	0.058
1850	0.59	0.24
1853	0.78	0.316
1862	0.97	0.392
1863	0.69	0.278
1864	0.56	0.228
1865	0.34	0.139
1866	0.50	0.202
1867	0.19	0.075
1868	0.38	0.154
1881	0.15	0.062
1851 KHA	0.53	0.251
1840 K	0.19	0.076
1852 KHA	0.22	0.089
1874 KHA	0.56	0.228
1875 KHA	0.59	0.24
TOTAL E	8.03	3.249
PLOT/ KHASRA		
1869	0.06	0.025
1870	4.31	1.746

1876 K	11.75	4.757
1839K	9.34	3.78
TOTAL F	25.47	10.308
PLOT/ KHASRA		
1871	0.5	0.202
1872	0.53	0.215
1873	0.41	0.164
1874 K	0.28	0.114
1875 K	0.25	0.101
1877KHA	0.06	0.025
1852 ENA	0.34	0.139
1851K	0.22	0.089
1840 K	0.19	0.076
TOTAL H	2.78	1.125
TOTAL (A+B+C+D+E+F+G+H)	52.6	21.282