

Government of India भारतसरकार

Ministry of Finance वित्तमंत्रालय

Debts Recovery Tribunal-II, ऋणवस्तीअधिकरण-II

3rdFloor, Bhikhubhai Chambers, तीसरामाला, भिखुभाईचेम्बर्स,

Near Kochrab Ashram, Paldi, कोचरबुआश्रमकेपास,पालडी, अहमदाबाद,

Ahmedabad गजरात

Gujarat

FORM NO. 22 (Earlier 62) [Regulation36 &37 of DRT Regulations, 2015] [See Rule 52(1) (2) of the Second Schedule to the Income Tax Act, 1961] READ WITH THE RECOVERY OF DEBTS DUE TO BANK AND FINANCIAL INSTITUTIONS ACT, 1993

E-AUCTION/SALE NOTICE

THROUGH REGD.AD/DASTI/AFFIXATION/BEAT OF DRUM/PUBLICATION

TRP/RC NO.	75/2005	OA No.	106/2001	
Certificate Hold	ler FI	SASF		
		Vs.		
Certificate Deb	tors	M/S. LAWA COATED PAPERS LTD. & ORS.		

C.D.No.1:M/s. Lawa Coated Papers Ltd.-202, Shripal Industrial Estate, S.V. Road, Jogeshwari West, Mumbai - 400106

C.D.No.2: Shri Jayanth Sheth— 244/12, Jawahar Nagar, Goregaon(w), Mumbai - 400062.

C.D.No.3: Shri Tejash Shah- 304, Rishab Mansion, 3rd Floor, S.V. Road, Goregaon(w), Mumbai - 400062.

C.D.No.4: Smt. Tarik Shah- 304, Rishab Mansion, 3rd Floor, S.V. Road, Goregaon(w), Mumbai - 400062.

C.D.No.5: Mansi Securities & Commercial Ltd. - 304, Rishab Mansion, 3rd Floor, S.V. Road, Goregaon(w), Mumbai - 400062.

C.D.No.6: Shri VasantbhaiPunabhai Dhanani - "Khodiyar Krupa" Village & Post, Kamalpur, Tal; Jasdan, Dist; Rajkot

The aforesaid Certificate Debtors have failed to pay the sum of Rs.52,99,47,209.01 (Rupees Fifty Two Crore Ninety Nine Lacs Forty Seven Thousand Two Hundred Nine and One Paisa in including interest and costs is due in respect of Recovery Certificate in RP No.75/2005 in O.A. No.106/2001 drawn up by the Recovery Officer.

As per my order dated 15.04.2019, the under mentioned property will be sold by public e-auction in the aforementioned matter. The auction sale will be held through "online e-auction" Website: https://drt.auctiontiger.net.

EMD 10% Reserve Lot Description of the property price rounded off (A) LAND & BUILDING: ALL THAT PIECE AND PARCEL OF the immovable property being Plot No.702, 703,1812 and 1813 admeasuring 35,586 Sq. Mtrs. In

Panolilndustrial area of GIDC, Consisting of revenue Survey Nos. 466/1,466/2,466/3,455,467,468,469/p within the Village limits of Umarwada, Tal; Ankleshwar, Dist; Bharuch, Gujarat PLUS (B) PLANT & MACHINERY: Plant and Machinery installed/lying at the factory premises of M/s. Lawa Coated Papers Ltd. Plot No. No.702, 703, 1812 and 1813, GIDC, Panoli, Panoli Industrial area Tal; Ankleshwar, Dist; Bharuch, Gujarat		
(A) Land & Building + (B) Plant & Machinery	Rs.11.00 Crores	Rs.1.10 crores

- 1) No information available regarding revenue assessed upon any of the property or any part thereof
- 2) No information available regarding details of any encumbrances to which property is liable
- 3) No information available regarding claims, if any which have been put forward to the property, and any other known particulars bearing on its nature and value.
- 4. As per schedule given, EMDs shall be deposited through RTGS/NEFT as per account details as under:

Beneficiary Bank Name	IDBI BANK	
Beneficiary Name	STRESSED ASSET STABILISATION FUND	
Beneficiary Account No.	126102000000055	
Branch Address	IDBI BANK LTD., 2 ND Floor, B Wing, Mittal Court, Nariman Point, Mumbai – 400021	
IFSC Code IBKL0001001		

- 1. The bid amount increase will be Rs.1,00,000/- each.
- Prospective bidders may avail online training from service provider M/s E-Procurement Technologies Ltd. (Tel Helpline No. +079-940005416/17/18/19) and Mr.Chintan Bhatt(MobileNo.09978591888), Helpline E-mail ID: support@auctiontiger.net and for any property related queries may contact Smt. Anjali Nadkarni, Authorised Officer (Mob: 9820545175) and Mr.Somnath Paul, Manager (Mob.9867429981).
- 3. Prospective bidders are advised to visit website https://www.drt.auctiontiger.net for detailed terms & conditions and procedure of sale before submitting their bids.
- 4. Schedule of auction is as under:-

Date and Time of Inspection	24.05.2019 between 11.00am to 2.00pm	
Last date for receiving bids alongwith uploading proof of EMD and documents with e-auction agency	04.06.2019 upto 8.00pm	
Date and Time of e-Auction:	06.06.2019 Between 12.00pmto 02.00pm (with auto extension clause of 5 minutes, provided sale shall be completed by 03.00pm)	

RECOVERY OFFICER DRT-II AHMEDABAD

TERMS AND CONDITIONS OF SALE

- The property shall be sold "as is where is/on as is what is/whatever there is" and shall be subject to other terms and conditions as published on the official website of the e-auction agency.
- 2. All the payments shall be made through RTGS/NEFT in the account details of which are given in the sale notice.
- 3. Any person, unless disqualified, may submit bid which shall be accompanied by the earnest money not less than 10% the reserve price or as prescribed in auction sale notice as decided by the Recovery Officer and uploaded on the website. The amount in the case of the successful bidder shall be adjusted towards the consideration amount and in case of unsuccessful bidders, the same shall be returned at the close of the suction to all concerned through RTGS/NEFT in the same accounts from which transaction is made to deposit the EMD. The prospective bidders are also advised to give complete details of their accounts.
- 4. The highest bidder shall have to deposit 25% of his final bid amount after adjustment of EMD already paid, IMMEDIATELY after being declared as highest bidder (H1). As regards declaration as H1 is concerned, the concerned e-auction agency is directed to send an e-mail (if possible auto-generated) immediately after completion of bid process as per schedule to the H1 that he is the highest bidder advising him to deposit 25% of bid money minus the amount paid as earnest money immediately. The meaning of word 'immediately' means same day but if bank timing is over, immediately means next bank working day by 4:00 P.M. through RTGS/NEFT in the account as mentioned above.
- 5. The successful bidder/auction purchaser shall deposit the balance 75% of sale consideration amount on or before 15th day from the date of the sale of the property. If the 15th day is Sunday or other Holiday, then on immediate first bank working day through RTGS/NEFT in the account as mentioned above. Further the purchaser shall also be liable to make good of any shortfall or difference between his final bid amount and the price for which it is subsequently sold.
- 6. The purchaser shall also deposit poundage fee @1% on total sale consideration money (plus Rs. 10) through DD in favour of The Register, DRT-II, Ahmedabad. The DD prepared towards poundage's fees shall be submitted directly with the office of Recovery Officer-II, DRT-II, Ahmedabad.The poundage fee Draft should be separately prepared in favour of 'The Registrar, DRT-II, Ahmedabad'and payment of poundage fee will not be accepted through RTGS/NEFT in any circumstances.
- 7. In case of default of payment within the prescribed period, the deposit, after deduction of the expenses of the sale, may, if the undersigned thinks fit, be forfeited to the Government Account and the defaulting purchaser shall forfeit all claims to the property or the amount deposited. The property shall be resold forthwith, after the issue of fresh proclamation of sale.
- 8. The bidder shall give his full name and complete address and state clearly whether he is submitting bid for himself or on behalf of another and in the latter case furnish proper authority (in original) in that regard and the full name and complete address of such party his PAN/TAN Number and photocopy thereof. In case of proper authority, the decision of Recovery Officer taken at the time of confirmation of sale shall be final.
- 9. The properties shall ordinary be sold in the same order in which they appear in the proclamation.
- 10. The highest bid received shall become the base price auction for that particular property and bidders shall be allowed to increase the bids beyond that amount and bid increase amount has been mentioned in the sale notice.
- 11. In case of stay of sale or Recovery Proceeding by any superior court of Competent Jurisdiction, the auction may either be postponed/cancelled in compliance of such order, without any further notice and the persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement/cancellation etc.

- 12. The property is sold on "as is where is/on as is what is/whatever there is" basis, Prospective bidders are advised to peruse/verify copies of title deeds/documents, if any available with concerned branch of CH Bank and may make, their own inquiries regarding encumbrances, search results and other revenue records relating to the property and shall satisfy themselves regarding the nature and description of property, condition, lien, charges, statutory dues, etc. before submitting the bid.
- 13. In any circumstances, the property will not be sold below reserve price as specified in the Sale Proclamation/Sale Notice.
- 14. Anyone of the following documents alone will be accepted as ID proof, viz, (a) Voters ID Card/Aadhar Card (b) PAN CARD; or (c) Ration Card carrying Photo and the name of the bidder(s); or (d) Valid Driving Licence with photo, (e) Passport or (f) any other Government ID carrying the photograph of the bidder(s). The bids be submitted online as per schedule and hard copies of the documents alongwith proof of EMD be submitted to the Recovery Officer-II, DRT-II, Ahmedabad so as to reach on or before the last date of submission of bids.
- 15. Incomplete/bids without proper EMD, bids not in conformity with the terms and conditions of sale and bids submitted after the stipulated date and time will be summarily rejected.
- 16. No bidder shall be permitted to withdraw the bid from the auction proceedings after submission of the bid form, till completion of auction.
- 17. In the event of postponement/cancellation of auction/sale after submission of the bids, on the EMD submitted by the bidders will be returned in their respective accounts for which no interest or charges will be paid.
- 18. The Particulars of property given in the sale proclamation have been stated to the best of the information of the Recovery Officer thereafter the Recovery Officer shall not be answerable for any error or omission.
- 19. If for any reason the sale is not confirmed or is set aside, or stayed, the consideration money paid will be refunded to the auction purchaser. The purchaser shall be deemed to have purchased the property with full knowledge and subject to all the reservations/encumbrance, if any.
- 20. The sale, in normal circumstances, will be confirmed after expiry of 30 days from the date of auction sale, provided full bid amount and poundage fee is deposited as stipulated and there are no objections from any side.
- 21. No request for inclusion/substitution in the
- 22. sale certificate of names of any person(s) other than those mentioned in the bid from shall be entertained.
- 23. All expenses incidental thereto shall be borne by the auction purchaser.
- 24. The Recovery Officer has the absolute right to accept or reject a bid or to postpone/cancel the notified auction-sale without assigning any reasons.
- 25. The CDs are also given liberty to participate in the sale so as to fetch maximum value of the property.

26. All terms & conditions mentioned here in above shall be binding to the bidders/auction process.

Recovery Officer

Debts Recovery Tribunal -II,

Ahmedabad