



AXIS BANK LIMITED

(CIN: L65110GJ1993PLC020769)

Registered Office- Trishul, 3rd Floor, Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad-380006.

STRUCTURED ASSETS GROUP, PLOT I-14, TOWER 4, 4th FLOOR, SECTOR 128, NOIDA (U.P.)-201304

E-AUCTION SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES

Appendix and IV-A [Read with Rule and 8(6)] of Security Interest (Enforcement) Rules, 2002

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**SARFAESI Act**") read with proviso to rule 8(6) and rule 9 of the Security Interest (Enforcement) Rules, 2002.

Whereas, the Authorized Officer of Axis Bank Limited (hereinafter referred to as "**the Bank**") under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "**SARFAESI Act**") and in exercise of powers conferred under section 13 (12) read with rule 3 of the Security Interest (Enforcement) Rules, 2002 issued a Demand notice under Section 13(2) of the SARFAESI Act calling upon the below-mentioned Borrowers / Guarantor (s) / Mortgagors (s) to repay the amount mentioned in the said notice being the amount due together with further interest thereon at the contractual rate plus all costs, charges and incidental expenses etc. till the date of payment within 60 days from the date of the said notice.

The Borrowers / Guarantor (s) / Mortgagors (s) having failed to repay the below-mentioned amount within the specified period, the authorized officer of the bank has taken symbolic possession of the secured property/asset mentioned below in exercise of powers conferred under section 13 (4) of the SARFAESI Act read with Security Interest (Enforcement) Rules, 2002, which is proposed to be sold by way of e-auction on "**As Is Where Is Basis**", "**As Is What Is Basis**", "**Whatever There Is Basis**" and "**No Recourse Basis**" for realization of Bank's dues under Rules 8 and 9 of Security Interest (Enforcement) Rules, 2002 by inviting tenders/bids as per below Auction schedule.

Sale of immovable properties by E auction under Section 13(4) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with 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 / Guarantor (s) / Mortgagors (s) that the immovable property/ies described herein will be sold by the Authorized Officer by inviting public/holding e-auction on the date and time mentioned in this notice on **“AS IS WHERE IS BASIS”** & **“AS IS WHAT IS BASIS”**, **“WHATEVER THERE IS BASIS”** and **“NO RECOURSE BASIS”**. Interested bidders may contact the Authorized Officer for further details/terms of sale, if required.

Name of the Borrower/ Guarantor(s)/ Mortgagor(s)	Date of Demand Notice	Secured Debts	Description of property(s)/secured assets.	Reserve Price	Date & Time of E-Auction
<p>1. M/s Color Palette Private Limited (Borrower/Mortgagor) Through its Directors Having Its Registered Office at: H. No. 8728, Landmark Near Filmstan Cinema Hall, Sidhpur, New Delhi-110005 Also, at: A-4, 3rd Floor, DND Road, Sector-9, NCPL Web Tower, Noida, Uttar Pradesh-201301</p> <p>2. Mr. Abhishek Sharma (Guarantor) B-10, 3rd Floor, Greater Kailash Enclave, Part-2, New Delhi-110048 Also, at: E-7, Block-II, Greater Kailash Enclave, Part-II, New Delhi- 110048</p> <p>3. Mr. Naveen Chauhan (Guarantor) 336, 2nd Floor, Jagriti Enclave, Vikas Marg, Shakarpur Baramad, Gandhi Nagar, Delhi-110092</p> <p>4. Mr. Danish Sharma (Guarantor) B-10, 3rd Floor, Greater Kailash Enclave, Part-2, New Delhi-110048</p>	<p>22.12.2023</p>	<p>Rs.27,67,38,257.14 (Rupees Twenty Seven Crores Sixty Seven Lacs Thirty Eight Thousand Two Hundred Fifty Seven and Paise Fourteen only being the amount due as on 20th December, 2023, together with future interest and other charges thereon till the date of payment, less credits, if any.</p>	<p>All the piece and parcel of entire Built-Up Property bearing No. A-005, situated in Block-A, Sector- 57, Phase-III, Noida, Dist. Gautam Budh Nagar, (U.P.), having plot area 800 sq. mtrs., with all rights of ownership, possession, privileges, easements and appurtenances, with all fittings, fixtures, connections, structure thereon, standing in the name of Color Palatte Private Limited (Property I)</p> <p>Front Side Flat on Third Floor without roof/terrace rights thereon, measuring about 1450 sq. fts,</p>	<p>Property I Rs. 10.00 Crores EMD: Rs. 1.00 Crore</p> <p>Property II Rs. 4.40 Crores EMD: Rs. 0.44 Crore</p>	<p>29.08.2024 between 11.30 am to 12.30pm</p> <p>29.08.2024 between 2.30 PM to 3.30 PM</p>

<p>Also, at: E-7, Block-II, Greater Kailash Enclave, Part-II, New Delhi- 110048</p> <p>5. Mr. Rohit Khanna (Guarantor) Flat No.- 501, Technocrats Apartments, GHS Plot No – 25, Sector-56, Gurugram, Haryana-122011</p> <p>6. Mrs. Uma Sharma (Mortgagor and Guarantor) B-10, Greater Kailash Enclave- II, Near Savitri Cinema, New Delhi-110048</p> <p>Also, at: E-7, Block-II, Greater Kailash Enclave, Part-II, New Delhi- 110048</p> <p>7. Orchid Corporate Services Pvt. Ltd. (Corporate Guarantor) A-4, 3rd Floor, DND Road, Sector-9, NCPL Web Tower, Noida, Uttar Pradesh-201301.</p> <p>Also, at: H. No. 8728, Landmark Near Filmistan Cinema Hall, Sidhipur, New Delhi-110005</p>			<p>part of property No. B-10, built on free hold plot measuring 500 sq. yards, situated at Greater Kailash Enclave-II, New Delhi, standing in the name of Mrs Uma Sharma.</p>		
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<p>EMD Remittance</p>	<p>Demand Draft in the favour of 'Axis Bank Limited.' payable at New Delhi/Noida , to be submitted on or before 27.08.2024 by 4.00 p.m. at the following address :</p> <p>Axis Bank Ltd, Structured Assets Group, Plot I-14, Tower 4, 4th Floor, Sector 128, Noida (U.P.)-201304 or Axis Bank Limited, Corporate Banking Branch, <i>Corporate Banking Branch Plot No.25 , 3rd floor, Pusa Road Karol Bagh, New Delhi -110005</i> or as may be mutually acceptable with prior discussion / permission from the Authorized Officer .</p>
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Date of Symbolic Possession	07.05.2024
Publication Date of Symbolic Possession Notice	10.05.2024 in Business Standard (English & Hindi)
Inspection of Property	With prior intimation to the Authorized Officer (Mob. No. +91-8879994525 / between 11.30 a.m. to 3.30 p.m. from 23.08.2024.
Date and time of e-auction	Property I :: 29.08.2024 between 11.30 a.m. to 12.30 p.m. with unlimited extension of five minutes each in the event of bids placed in the last five minutes. Property II :: 29.08.2024 between 2.30 a.m. to 3.30 p.m. with unlimited extension of five minutes each in the event of bids placed in the last five minutes.
Bid Increment Amount	Rs.1,00,000 /- (Rupees One Lac Only) & in such Multiples
Encumbrances Known to the Bank	None to our knowledge

Note: The borrower/guarantors/mortgagors are given 30 days' Notice to repay the total dues with further interest and other charges within 30 days from the date of Publication of this Notice as per provisions under the Rules 8 and 9 of Security Interest (Enforcement) Rule 2002, failing which the property shall be sold as per schedule mentioned in this Notice.

For any query Contact No: 8879994525, n.bapiraju@axisbank.com, RecoveryCell.North@axisbank.com.

Terms & Conditions:-

1. The property will be sold by e-auction through bank approved service provider M/s e-procurement Technologies Ltd. (Auction Tiger) Ahmedabad under the supervision of the Bank's Authorized officer in conducting the online auction.
2. Bidding would be only through "Online Electronic Bidding" process through Auction sale the website <https://axisbank.auctiontiger.net/> also on Auction Tiger mobile app on dates mentioned above with unlimited auto extension of 5 minute each.
3. Sale is strictly subject to the terms & conditions incorporated in this notice and the prescribed Tender Document. The Tender Document describing the terms & conditions of sale forming part of this sale notice may be downloaded from the e-Auction website or may be collected from at the above mentioned address with prior intimation to the Authorized Officer from 01.08.2024 to 27.08.2024 in between 11.30 am to 3.00 pm, except on Second & Fourth Saturday, Sunday and Bank Holidays.
4. Inspection of the property will be offered on a mutually agreed date and time. Inspection of relevant documents available with the Bank will be offered with prior appointment.
5. The intending purchasers shall submit the EMD amount mentioned hereinabove via Demand Draft in favour of 'Axis Bank Limited "payable at Delhi/Noida at the address mentioned above latest by 27.08.2024 by 4.00 pm. The intending purchaser shall also submit along with the offer (i) Full name of the bidder (ii) Copy of PAN Card (iii) Active Mobile Number (iv) Email Address and (v)

Address proof. Full name of the bidder, Address & Contact No. & E-mail ID should be mentioned at the back of the demand draft (EMD). Bids submitted otherwise than in the format prescribed in the portal shall not be eligible for consideration.

Detail of bidder (KYC documents i.e. photo ID proof, PAN Card and address proof & E-mail ID) in a sealed envelope and EMD is to be Submitted to Bank Office address – either (1) Structured Assets Group, Plot I-14, Tower 4, 4th Floor, Sector 128, Noida (U.P.)-201304 OR (2)

6. Please note that interested purchasers shall be permitted to participate and bid in the e-auction only if EMD amount has been received by the Bank along with the documents and in the manner mentioned in point 5 hereinabove.
7. After the submission of EMD, the bidders shall not be allowed to withdraw the Bid forms/EMD.
8. Eligible bidders who have duly complied with requirements in point 5 hereinabove shall be contacted and provided with User ID and Password for participating and submitting bids in the e-auction portal. Sealed Bids can be submitted online through the portal in the format available at <https://axisbank.auctiontiger.net/>
9. Please note that intending bidders may avail training for online bidding from M/s. eProcurement Technologies. Ltd., A-801, Wall Street - 2, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006, Gujarat.: Contact Persons: Ram Sharma on Mobile Nos: 8000023297 Help Line Number 9265562821/9265562818 email: ramprasad@auctiontiger.net / support@auctiontiger.net.
10. Auction will be conducted online on the website <https://axisbank.auctiontiger.net> on 29.08.2024 between 11.30 a.m. to 12.30 p.m (Property I) and on 29.08.2024 between 2.30 pm to 3.30 pm (Property II) with auto-extension of five minutes each in the event of bids placed in the last five minutes. The bidder(s) may improve his/their offer(s) by way of inter say bidding among the bidders. The inter se bidding shall commence at the amount of highest bid received via sealed bids. The bidder may improve their offer in multiple of the amounts mentioned under the column "Bid Increment Amount". In case bid is placed in the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes. The bidder who submits the highest bid amount (not below the Reserve Price) on closure of e-Auction process shall be declared as Successful Bidder and a communication to that effect will be issued through electronic mode/any other mode, which shall be subject to approval by the Authorized Officer/ Secured Creditor.
11. The Authorized Officer reserves the right to accept or reject any/or all the offers/bids or adjourn, postpone or cancel the auction sale without assigning any reason thereof.
12. The unsuccessful bidders may contact the Authorized Officer of the Bank to collect the EMD amount which will be returned without interest to them within one week from the date of the auction.
13. The Successful Purchaser(s) shall deposit 25% of the amount of sale price, after adjusting the EMD already paid, immediately i.e. on the same day or next working day, failing which the EMD shall be forfeited without any prior notice. The balance 75% of the sale price is payable within fifteen days from the date of confirmation of sale by the Authorized Officer or such extended period [as may be decided and conveyed by the authorized officer, in any case not exceeding 3 months from the date of auction]. In case of failure to deposit the balance amount within the prescribed period mentioned above, same shall be dealt in accordance with the terms of the tender document.
14. The Borrower/Guarantor/Mortgagor are hereby put to notice in terms of rule 6(2) and rule 8(6) of Security Interest (Enforcement) Rules, 2002 that the Secured / aforementioned Assets would be sold in accordance with this Notice, in case the amount outstanding as per the demand notice mentioned above is not fully repaid.

15. All charges for conveyance, stamp duty, registration charges and all taxes etc., as applicable shall be borne by the successful bidder only. Any Statutory and other dues payable and due on the property including but not limited to the society dues shall have to be borne by the Purchaser. The person(s) interested shall make his/their own independent enquiries as to the title of the property and all dues/claims against the property.
16. The successful bidder should bear the charges/fees payable for conveyance such as Stamp Duty Registration Fees, incidental expenses etc. as applicable as per law.
17. Nothing in this notice constitutes or will be deemed to constitute any commitment or representation on the part of the Bank to sell the above property/ies. Bank / Authorized Officer reserves the right to cancel the sale for any reason it may deem fit or even without assigning any reason and such cancellation shall not be called in question by the bidders.
18. In addition to the sale consideration, it shall be the responsibility of the successful bidder to pay all applicable taxes, levies & duties, and bank shall not take any responsibility for the same.
19. This publication is also **THIRTY DAY'S** notice to the above borrowers /guarantors /mortgagors to the advance.
20. Encumbrances, if any other than Bank's loan and mentioned above are not known to Bank.
21. In case the sale/auction is postponed/failed for want of bid(s) of an amount not less than reserve price, the Bank reserves the right to bid and acquire the property in accordance with Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
22. Sale Certificate under SARFAESI Act shall be executed in favour of the successful purchaser only after the payment of the entire bid amount and other charges if any.
23. Special instruction & caution: Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither Axis bank nor the service provider will be responsible for any lapses/failure (internet failure, power failure etc.) on the part of the vendor in such cases. In order to ward off such contingent situation, the bidders are requested to make all the necessary arrangements/alternatives such as back –up power supply and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully.
24. In case of sale consideration exceeding Rs. 50 lakh, the successful bidder should deduct TDS @1% on the total sale consideration and deposit the same with the Income Tax authority in the name of the Property owner and submit the details thereof to the bank.

Note: The Authorized officer reserves the right to accept or reject any bid or bids or to postpone or cancel the sale/auction without assigning any reason thereof.

Date: 23.07.2024
Place: Noida

Sd/-
Authorized Officer
Axis Bank Limited

ANNEXURE – I

BID FORM

Date: _____

Axis Bank Ltd.,

STRUCTURED ASSETS GROUP, PLOT I-14, TOWER 4, 4th FLOOR, SECTOR 128, NOIDA (U.P.)-20130

Dear Sir/Madam,

Re: Bid for purchase of Secured Assets in the account of “Color Palette Private Limited”, pursuant to the Auction / Sale Notice published in Financial Express (English) and Jansatta (Hindi) at New Delhi dated 23.07.2024 and Tender Document/Sale Notice issued by Axis Bank Ltd.

1.	Name of the Tenderer (In case of company/firm/ proprietary concern, please also give names of key Directors / Partners/ Proprietor)	
2.	Name of the Borrower account in which tender is invited	Color Palette Private Limited
3.	Mobile No.	
4.	Email ID	

5.	Address				
6.	Details of Secured assets for which Bid(s) are Submitted (Please mention description of Property as per respective Lot No.) <u>(Strike out which ever not applicable)</u>			Reserve Price	
I	All the piece and parcel of entire Built-Up Property bearing No. A-005, situated in Block-A, Sector- 57, Phase-III, Noida, Dist. Gautam Budh Nagar, (U.P.), having plot area 800 sq. mtrs., with all rights of ownership, possession, privileges, easements and appurtenances, with all fittings, fixtures, connections, structure thereon, standing in the name of Color Palatte Private Limited (Property I)			Rs. 10,00,00,000/- (Rupees Ten Crores only)	
II	Front Side Flat on Third Floor without roof/terrace rights thereon, measuring about 1450 sq. fts, part of property No. B-10, built on free hold plot measuring 500 sq. yards, situated at Greater Kailash Enclave-II, New Delhi, standing in the name of Mrs Uma Sharma (Property II)			Rs. 4,40,00,000/- (Rupees Four Crores Forty Lacs only)	
7.	EMD Details				
	Property Address	Drawn on (Bank Details)	D.D. /P.O. No.	Date	Amount (Rs.)

I/We, the Bidder, confirm that:

- a. The sale of the Secured Asset by Axis Bank shall be under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with the Security Interest (Enforcement) Rules, 2002.
- b. The 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".
- c. I / we have perused the relevant papers, documents etc. furnished by Axis Bank.

OR

I / we have in my / our sole discretion decided not to peruse the relevant papers, documents etc. However, I undertake and confirm not to raise any claims, contentions etc. against Axis Bank / Authorised Officer in this regard and my / our Bid is not conditional and shall not be withdrawn for whatsoever reason and if the same is accepted by you shall be binding on me / us.

(to retain / delete, as applicable)

- d. I / We have done necessary legal, technical and financial due diligence with respect to the Secured Assets and the Bid is being submitted after due consideration of relevant facts and commercial aspects and not merely based on the information provided by or representations, if any, made by Axis Bank / Authorised Officer.
- e. I / We have satisfactorily inspected the Secured Assets.
- f. I am / We are legally eligible to enter into necessary agreement / contract.
- g. I/We have read the entire terms and conditions of the Tender Document and understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions. The purchase of the Secured Assets by me / us is on the terms and conditions of the Tender Document.
- h. The information revealed by me/us in the Bid is true and correct. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be rejected. Axis Bank will be at liberty to annul the Bid / Acceptance at any point of time. I/We also agree that after my/our Bid for purchase of the Secured Assets is accepted by Axis Bank and I/we fail to accept or act upon the terms & conditions of the Bid or am /are not able to complete the transaction within the time limit specified in the Bid confirmation letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions, the Earnest Money Deposit and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited by Axis Bank and that Axis Bank has also a right to proceed against me/us for specific performance of the contract, if so desired by Axis Bank.
- i. I / We certify that I/we are not related to any of the directors/employees of the Bank and defaulting customer, if any

KYC documents are enclosed herewith.

Yours faithfully,

For _____

Signature of Bidder

KYC documents:

- 1.
- 2.