

# THE COSMOS CO-OP. BANK LTD.

(Multistate Scheduled Bank)

Recovery & Write-Off Department, Region-II

**Correspondence Address :** Horizon Building, 1<sup>st</sup> Floor, Ranade Road & Gokhale Road Junction, Gokhale Road (North), Dadar (West), Mumbai - 400 028. **Phone No. 022- 24476012/57/58**

## E-AUCTION SALE NOTICE UNDER SARFAESI ACT, 2002

The Secured Creditors of The Cosmos Co-Operative Bank Ltd., has decided to sale the possessed Immovable & Movable property of the defaulter Borrower Company through its Directors & Guarantors as mentioned herein below under the Securitisation & Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 on the basis of "As is where is, As is what is, whatever there is & without recourse" by Inviting Tenders.

In Pursuance to the order passed by Hon'ble Supreme Court dated 06.08.2019, 21.10.2019, 13.12.2019 & 17.02.2020 in I. A. Nos. 87018/2018, 138910/2018, I. A. No. 186738/2019 & I. A. No. 23286/2020 in Civil. Appeal. No. 20971/2017.

Borrower, Co-Borrower, Directors & Guarantors	Demand Notice Date & Amount	Reserve Price
<b>Borrower Company :</b> <b>M/s. Mirah Hospitality &amp; Food Solutions Pvt. Ltd.</b> <b>Registered Office at:-</b> 208, Parvati Industrial Estate, Sun Mil Compound, Lower Parel (West), Mumbai 400 013. <b>Directors &amp; Guarantors-</b> a. Mr. Omprakash Basantlal Goenka, b. Mr. Gaurav Omprakash Goenka, c. Ms. Sucheta Omprakash Goenka, <b>Co-Borrower Company –</b> M/s. Citrus Resorts Pvt. Ltd. through its Directors- a. Mr. Omprakash Basantlal Goenka, b. Mr. Gaurav Omprakash Goenka, c. Ms. Girija Gaurav Goenka, <b>Guarantor-</b> Mrs. Girija Gaurav Goenka, <b>Guarantor Companies-</b> 1. M/s. Twinkle Envirotech Pvt. Ltd. through its Director Mr. Omprakash Basantlal Goenka 2. M/s Royal Twinkle Star Club Pvt. Ltd. through its Director Mr. Omprakash Basantlal Goenka <b>Guarantor-</b> Mr. Omprakash Basantlal Goenka & Sons HUF through a) Mr. Omprakash Basantlal Goenka ... Karta b) Co-Parcenors- i. Mrs. Kiran Omprakash Goenka, ii. Mr. Gaurav Omprakash Goenka, iii) Ms. Sucheta Omprakash Goenka	D.N. Date : 30.10.2015 ₹ 14,07,07,596.04 plus further interest & charges thereon	₹ 31,72,50,000/- (Rupees Thirty One Crores Seventy Two Lakhs Fifty Thousand Only)
	<b>Possession Date</b>	<b>Earnest Money Deposit (E.M.D.)</b>
	03.06.2016 (Symbolic)	₹ 3,18,00,000/- (Rupees Three Crores Eighteen Lakhs Only)
	<b>Date &amp; Time of Auction</b>	<b>Bid Incremental Value</b>
24.02.2023 from 12.00 noon to 1.00 p.m.	₹ 10,00,000/- (Rupees Ten Lakhs Only)	

- Auction Sale/bidding would be conducted only through website <https://cosmosbank.auctiontiger.net> with unlimited extensions of 5 Minutes in each.

### SCHEDULE OF IMMOVABLE PROPERTY FOR SALE/AUCTION

#### SCHEDULE-I

All that piece and parcel of the land or ground situated within Registration Sub.Dist. Of Taluka Maval, Dist.Pune and within the local limits of **Lonavala Municipal Council at it's ward B** between the Mumbai Pune Highway and the Lonavala railway station bearing its **Plot no. 14** from and out of **CTS No. 20, R.S. No. 201/1A/3** adm. About **1499.72 sq.mtrs** together with the structure Fiting and Fixture (Consisting of 34 rooms, 3 Conference Rooms, Kitchen, Restaurant) standing thereon ad. About **640.48 sq.mtrs** bearing **Municipal Property No.87 "C" Ward** and the said property is bounded as under :-

- On or towards East : Plot No. 13, CTS No. 20.
- On or towards South : CTS No. 14
- On or towards West : Plot No. 15, CTS No.20.
- On or towards North : Public Road

#### SCHEDULE-II

All that piece and parcel of the land or ground situated within Registration Sub. Dist.of Taluka Maval, Dist.Pune and within the local limits of **Lonavala Municipal Council** i.e plot of land bearing **its R.S. No. 199/A-2, CTS No. 14-B** ad.about **1257.10 sq.mtrs**. Together with Hotel building standing thereon and the said property is bounded as under :

- On or towards East : Part of R. S. No. 199A CTS No. 14 Ward B.
- On or towards South: Private Approach Road.
- On or towards West : CTS No. 14
- On or towards North : R. S. No. 201A

#### SCHEDULE-III

##### Firstly:

All that piece and parcel of the land and ground bearing **CTS no. 15-B** Ward adm. **1195.66 sq.mtrs** and situate, lying and being at village **Lonavala** Tal. Maval, Dist. Pune and bounded as follows:

- On or towards North: By Lonavala R.S.No. 201
- On or towards East : By Lonavala R.S.No. 199A
- On or towards South: By Part of CTS no. 14A
- On or towards West : By CTS no. 16

And together with Fitting and Fixture

##### Secondly:

All that 8/9<sup>th</sup> undivided share in three rooms towards west numbered as **Municipal No. C-4/61** actually bearing **CTS no. 16** and situate, lying and being at village Lonavala Tal. Maval Dist. Pune together with fiting and fixture.

##### Thirdly:

All that piece and parcel of the land bearing **CTS no. 14-A, B** Ward adm. **4307.32 sq.mtrs** together with Fitting and Fixture and situate, lying and being at village **Lonavala** Tal. Maval, Dist. Pune and bounded as follows:

- On or towards North: By Lonavala R.S. No. 201
- On or towards East:By Lonavala Road / Bara bunglow Road
- On or towards South:By Railway Indian Institute
- On or towards West :By CTS no. 15

Including undivided share in the land bearing **S.no. 199A, CTS no. 14A** adm. East West **45 ft** and South-north **180 ft**. adjoining and to the east of aforesaid land bearing **CTS no. 15** and situate, lying and being at village Lonavala Tal. Maval Dist. Pune.And all these properties together with 8/9<sup>th</sup> share, right and interest in the said land with Fitting and Fixture present/proposed construction of Hotel building standing/to be standing thereon as per plan annexed mortgaged deed.

#### SCHEDULE-IV

The Hypothecated Furniture, Fixtures, Interiors works, Plants and Machineries, Kitchen Equipments etc. installed and situate in all the above Immovable Properties in above mentioned Schedules.

### TERMS & CONDITIONS

- 1) The above properties shall be sold on "As is where is basis & as is what is basis, whatever there is & without recourse" and not to be sold below the Reserve Price mentioned as above.
- 2) Before submitting quotation, for the information of said Sale/Auction, its Terms & Conditions, Bid Form and procedure of submission of Bid/Offer, please contact on above address or number.
- 3) Before Submitting the Bids, the Bidders should satisfy themselves from the undersigned about the rights, title, interest in respect of the properties in question and later on no objection of any kind shall be entertained in this regard.
- 4) To the best of knowledge and information of the Authorised officer, there is no encumbrance in the properties. However the intending bidders should make their own independent inquiries regarding the encumbrance, title of property put on E-Auction and claims/right/dues/affecting the property prior to submitting their bid. The E-Auction advertisement does not constitute any commitment or any representation of The Cosmos Co-op. Bank Ltd. The property is being sold with all the existing and future encumbrances whether known or unknown to The Cosmos Co-op. Bank Ltd. The Authorised officer/Secured Creditors shall not be responsible in any way for any third party claims/rights/dues.
- 5) Applicable Stamp Duty/ Additional Stamp Duty/ Transfer and Registration Charges, Fees etc. have to be borne by the purchaser only.
- 6) All statutory/non statutory dues, taxes, rates, assessments, charges, fees, claims etc. pertaining to above property will be the responsibility of the purchaser only.
- 7) **Intending Bidders may avail training for online bidding from M/s. E-Procurement Technologies Ltd./Auction Tiger, B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006 Gujarat (India). Contact Nos.: Mr. Praveenkumar Thevar -9722778828-079-35022145/149/182, [praveen.thevar@auctiontiger.net](mailto:praveen.thevar@auctiontiger.net) or [soni@auctiontiger.net](mailto:soni@auctiontiger.net) AND Email Id's-[support@auctiontiger.net](mailto:support@auctiontiger.net) & [maharashtra@auctiontiger.net](mailto:maharashtra@auctiontiger.net), Contact No.- 9265562818/19.**
- 8) **EMD and KYC should reach the undersigned on or before 23.02.2023 before 4.30 p.m.** The Bidder has right to increase his "Bid incremental value of said property will be ₹ 10,00,000/-" during the time of auction.
- 9) The successful Bidder shall deposit 25% of the Bid amount (Including EMD before Bid) immediately within next working day after sale, if the successful bidder fails to pay 25% amount within the time prescribed herein above, the EMD shall be forfeited without any Notice. After deposit of 25% and thereafter confirming the sale by the Authorised Officer, the Bidder shall have to pay remaining amount i.e. 75% of the bid amount on or before 15 days from the receipt of the acceptance/confirmation letter or within such extended period allowed by the Authorised Officer. If the remaining amount not paid within the time prescribed in the confirmation/acceptance letter, the total amount deposited would be forfeited without any notice and property shall be resold.
- 10) **Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT fund transfer to credit of The Cosmos Co.Op. Bank Ltd "Auction EMD Account" No. COS370219, IFSC Code: COSB0000012, for inspection of the property OR any information please contact to Mobile No.9960974848/8975758517/7709571679, Recovery & Write-Off Department-Region-II, Dadar(W), Mumbai - 400028.**
- 11) The EMD amount of unsuccessful bidder will be returned on closure of the E-Auction/Sale Proceeding. The EMD amount shall not carry any Interest.
- 12) The sale certificate will be issued in the name of the purchaser(s)/applicant (s) only and will not be issued in any other name (s).
- 13) The sale shall be subject to rules/conditions prescribed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
- 14) In case of stay of sale or Recovery Proceedings by any superior court of Competent Jurisdiction, the auction/sale may either be postponed/cancelled in compliance of such order, without any further notice and persons participating in the auction/sales shall have no right to claim damages, compensation and cost of such postponement/cancellation etc.
- 15) No person other than intending Bidder/offerer themselves, or their duly Authorised Representative shall be allowed to participate in E-Auction/Sale proceeding. Such Authorisation Letter is required to submit along with Bid Amount.
- 16) The Borrower Company its Directors/Guarantors, Guarantors Company and Co-Parcenors are also given liberty to participate in the sale so as to fetch maximum value of the property.
- 17) The sale is subject to confirmation by the Authorised Officer.
- 18) The Authorised Officer has absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the auction without assigning any reason thereof.
- 19) It shall be responsibility of the successful bidder to pay 1% T.D.S of the sale amount under Section 194(1A) of the Income Tax Act & shall submit the proof thereof to Authorised officer.

**STATUTORY NOTICE:-As per rule 6(2) & 8(6) of SARFAESI Act, 2002.**

This notice also be considered as a 15 days' notice to the Borrower Company its Directors/Guarantors, Guarantors Company and Co-Parcenors of the said loans about holding of public auction sale on the above mentioned date if the dues are not repaid in full before the date of public auction.

**SPECIAL INSTRUCTION & CAUTION:**

Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither Cosmos 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.

Date: 07.02.2023  
Place: Mumbai

Sd/-  
Authorised Officer  
Under SARFAESI Act, 2002.  
The Cosmos Co-operative Bank Ltd.