

# Speed Post with AD / Courier / Email

## **E-AUCTION NOTICE**

### **SALE NOTICE FOR SALE OF IMMOVABLE PROPERTY**

E-AUCTION (ONLINE AUCTION) SALE NOTICE FOR SALE OF IMMOVABLE ASSETS UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 READ WITH RULES 8 (6) AND RULE 9 OF THE SECURITY INTEREST (ENFORCEMENT) RULES 2002

Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) (including their legal heirs) that the below described immovable property mortgaged/charged to the Secured Creditor, the physical possession of which has been taken by the Authorised Officer of Toyota Financial Services India Limited, the Secured Creditor, will be sold on "As is Where is", "As is What is", "Whatever there is" basis on October 17, 2024 (Date of Sale) for recovery of Rs. 1,55,96,12,639/- (Rupees One Hundred Fifty-Five Crore Ninety-Six Lakh Twelve Thousand Six Hundred and Thiry-Nine Only) as on 31.8.2024, due to the Toyota Financial Services India Limited, Bengaluru, the Secured Creditor from Krishnapriya Automobiles India Private Limited (name of the Borrower), Radha Krishna Automobiles Private Limited (name of the mortgagor/hypothecator), Radhamadhav Automobiles Private Limited, Leela Krishna Automobiles Private Limited, Yashodakrishna Automobiles Private Limited (name of the hypothecators) and Mr. M. V. Srinivas, Late Mr. M. Subrahmanyam (through heirs Ms. Maganti Sarada, Mr. Maganti Venugopal, Mr. Maganti Madusdhana Sharma and Mr. Maganti Chandramouli) & Mr. Bandaru Srinivasa Rao (name of the guarantors) with further interest together with all other costs, incidental expenses and charges. The reserve price will be Rs. 91,00,00,000/- and the earnest money deposit will be Rs. 9,10,00,000/-.

E-auction arranged will be by the service provider **M/s. E-Procurement Technologies Limited (Auction Tiger) Ahmedabad** through the website <a href="https://sarfaesi.auctiontiger.net">https://sarfaesi.auctiontiger.net</a>.

#### Description of the Immovable Property:

All that piece and parcel of land measuring 6153 Sq. yards bearing S. No. 59 together with the buildings constructed thereon bearing commercial plot no. A-5, Municipal No. 7-2-A5 situated at Industrial Estate Ward no. 7, Block no. 2, Sanath Nagar, Hyderabad-500 018 and bounded as follows:

North by:

60 feet road;

South by:

80 feet road;

East by:

Part of Plot no.A-5; and

West by:

60 feet wide road.

Details of Sale						
Last Date and Time for Receipt of Tender Documents	October 10, 2024, on or before 4:00 PM					
Address to which the Tender Documents to be Submitted	<b>Toyota Financial Services India Limited,</b> No.21, Centropolis, First Floor, 5 <sup>th</sup> Cross, Langford Road, Shanti					
Date & Time of e-auction	Nagar, Bengaluru- 560 025.  October 17, 2024, From 11.00 AM to 2.00 PM (IST)  With auto time extension of 5 minutes each till sale is completed.					
Portal of e-auction	https://sarfaesi.auctiontiger.net					
Reserve Price:	Rs. 91,00,00,000/- (Rupees Ninety-One Crore Only)					
Earnest Money Deposit (EMD):	Rs. 9,10,00,000/- (Rupees Nine Crore and Ten Lakhs Only)					



EMD Remittance & Last date of	EMD being the 10% of Reserve price to be
Deposit of EMD:	transferred/deposited by bidders in favour of <b>Toyota</b>
	Financial Services India Limited, through Electronic mode
	(RTGS/NEFT) to credit of Account No.: 57500001561343,
	Toyota Financial Services India Ltd, Richmond Road Branch,
	HDFC Bank, IFSC Code: HDFC0000523, before submitting
	the bids online or before 4:00 P.M. on October 10, 2024.
Bid Multiplier	Rs. 1,00,000/- (Rupees One Lakh Only)
Inspection of immovable property	From September 16, 2024, onwards to October 10, 2024,
	between 11.00 AM to 5.00 PM, with prior appointment of
	authorized officer.

For detailed terms and conditions of the sale, please refer to the link provided in the Toyota Financial Services India Limited website https://www.toyotafinance.co.in/investors/ (under "Other Updates" tab) & also e-auction portal <a href="https://sarfaesi.auctiontiger.net">https://sarfaesi.auctiontiger.net</a>.

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Place: Bangalore Date: 14.9.2024

**Authorised Officer** 

**Toyota Financial Services India Limited** 



## **TERMS AND CONDITIONS**

# Immovable Property will be sold on "AS IS WHERE IS", "AS IS WHAT IS" "WHATEVER THERE IS" AND "WITHOUT RECOURSE" Basis.

1			RECOURSE" Basis.  Krishnapriya Automobiles India Private Limited
-	Walle and address of the bollower	1.	4-151, Besides A P Seeds Corporation Prasadampadu, Krishna, Vijayawada, Andhra Pradesh – 521108
2	Name and address of the Mortgagor/Guarantors (including their legal heirs)	1.	Mr. M.V. Srinivas Legal heir & S/o Late Maganti Subrahmanyam, 40-15-8/2, Nandamuri Vari Veedi, Brundavan Colony, Labbi Pet, Vijayawada, Krishna, Andhra Pradesh - 520010
		2.	Mr. Bandaru Srinivasa Rao 40-25-2283, Sri Nilayam, Patamata Lanka, Vijayawada, Krishna, Andhra Pradesh 520015
		3.	Radha Krishna Automobiles Private Limited 5-110, NH-5, Besides A P Seeds Corporation Prasadampadu, Krishna, Vijayawada, Andhra Pradesh - 521108
		4.	Radhamadhav Automobiles Private Limited 5-110, NH-5, Besides A P Seeds Corporation Prasadampadu, Krishna, Vijayawada, Andhra Pradesh 521108
		5.	Leela Krishna Automobiles Private Limited 5-110, NH-5, Besides A P Seeds Corporation Prasadampadu, Krishna, Vijayawada, Andhra Pradesh 521108
		6.	Yashodakrishna Automobiles Private Limited 5-110, NH-5, Besides A P Seeds Corporation Prasadampadu, Krishna, Vijayawada, Andhra Pradesh 521108
		7.	Ms. Maganti Sarada Legal heir & W/o Late Maganti Subrahmanyam, 40-15-8/2, Nandamurivari Street, Brindavanam Colony Labbipet, Vijayawada-520010, NTR District.
		8.	Mr. Maganti Venugopal Legal heir & S/o Late Maganti Subrahmanyam, 40-15-8/2, Nandamurivari Street, Brindavanam Colony Labbipet, Vijayawada-520010, NTR District.
			Servin



3	Name and address of Branch, the Secured Creditor	9. Mr. Maganti Madusdhana Sharma Legal heir & S/o of Late Maganti Subrahmanyam, 40-15-8/2, Nandamurivari Street, Brindavanam Colony, Labbipet, Vijayawada-520010, NTR District. Also At: R/o 27-19-578, Durgaiah Street, Behind Congress Party Office, Governerpet, Vijayawada- 520002.  10. Mr. Maganti Chandramouli, Legal heir & S/o of Late Maganti Subrahmanyam, 40-15-8/2, Nandamurivari Street, Brindavanam Colony, Labbipet, Vijayawada-520010, NTR District.  Toyota Financial Services India Limited
	Secured Creditor	No. 21, Centropolis, First Floor, 5 <sup>th</sup> Cross, Langford Road,
4	buildings constructed thereon bearing	suring 6153 Sq. yards bearing S. No. 59 together with the commercial plot no. A-5, Municipal No. 7-2-A5 situated at , Sanath Nagar, Hyderabad- 500 018 and bounded as follows:
5	Details of the encumbrances known	Nil
	to the Secured Creditor.	IVII
6	The secured debt for recovery of which the immovable property is to be sold	Rs. 1,55,96,12,639/- (Rupees One Hundred Fifty-Five Crore Ninety-Six Lakh Twelve Thousand Six Hundred and Thiry-Nine Only) as on 31.8.2024, with future interest, default interest, foreclosure charges, cost and charges.
7	Deposit of Earnest Money (EMD) (10% of Reserve Price); Bank account in which EMD to be remitted; & Last date of Deposit of EMD:	EMD: Rs. 9,10,00,000/- (Rupees Nine Crore and Ten Lakhs Only), being the 10% of Reserve price to be transferred / deposited by bidders in favour of Toyota Financial Services India Limited, through Electronic mode (RTGS/NEFT) to credit of Account No.: 57500001561343 (IFSC Code: HDFC0000523), Toyota Financial Services India Limited, No.21, Centropolis, First Floor, 5 <sup>th</sup> Cross, Langford Road, Shanti Nagar, Bengaluru- 560025, before submitting the bids online or before 4:00 PM on October 10, 2024.
8	Reserve price of the immovable property;	Rs. 91,00,00,000/- (Rupees Ninety-One Crore Only).
9	Time and manner of payment	The successful bidder shall deposit 25% of sale price, after adjusting the EMD already paid, immediately, i.e., on the same day or not later than next working day, as the case may be, after the acceptance of the offer by the Authorised Officer, failing which the earnest money deposited by the bidder shall be forfeited. The Balance 75% of the sale price is payable on or before the 15th day of confirmation of sale of the immovable property.



10	Time and place of <del>public</del> / e-Auction	Date: October 17, 2024		
	or time after which sale by any other	Time: Between 11.00 AM and 2:00 PM with unlimited		
	mode shall be completed.	extensions of 5 minutes each.		
		Web portal: https://sarfaesi.auctiontiger.net/		
11	The e-Auction will be conducted	M/s. E-Procurement Technologies Limited (Auction Tiger)		
	through the Secured Creditor's	Ahmedabad through the portal		
	approved service provider.	https://sarfaesi.auctiontiger.net/		
		A CONTRACTOR OF THE CONTRACTOR		
	e-Auction tender documents			
	containing e-Auction bid form,			
	declaration etc., will be available in			
	the website of the service provider as			
	mentioned above.			
12	(i) Bid increment amount	(i) Rs. 1,00,000/-		
12	(1) Bid increment amount	(1) NS. 1,00,000/-		
	(ii) Auto extension (limited /	(ii) with unlimited extension of 5 minutes each.		
	unlimited)	(ii) with diffillited extension of 5 limitates each.		
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	/:::\Did ourseness and such as	(iii) Indian Bureau		
	· ·	(iii) Indian Rupees		
	measurement			
13	Date and Time during which	Date: From Contamber 16, 2024 to October 10, 2024		
13	Date and Time during which	Date: From September 16, 2024, to October 10, 2024		
	inspection of the immovable			
	property can be done; and intending	Time: 11:00 AM to 5:00 PM		
	bidders can satisfy themselves about			
	all aspects relating to the immovable			
	property and specifications.			
	Contact person with mobile number	Name: Mr. Babu Ashwathappa (Mobile No.: 9880946040)		
14	1	ifications as may be notified at the time of issuing the auction		
	sale notice)			
		d in "AS IS WHERE IS", "AS IS WHAT IS" "WHATEVER THERE		
	<ul> <li>IS" and "WITHOUT RECOURSE" basis including encumbrances, if any.</li> <li>b) There is no encumbrance to the knowledge of the Secured Creditor. The bidders are requested to satisfy themselves with regard to all aspects (title and others) relating to the immovable</li> </ul>			
	property. The Secured Creditor d	oes not provide any representation/warranty as to the		
	immovable property: and shall not	be responsible for any claims, liabilities, encumbrances, etc.		
	minorable property, and shall not	be responsible for any claims, habilities, effectivorances, etc.		
	relating to the immovable property	-		
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	relating to the immovable property c) Statutory dues like property taxes / of water charges and other charges	cess and transfer charges, arrears of electricity dues, arrears known and unknown in respect to the immovable property		
	relating to the immovable property c) Statutory dues like property taxes / of water charges and other charges being sold, shall be the responsibility	cess and transfer charges, arrears of electricity dues, arrears known and unknown in respect to the immovable property of the buyer of the immovable property.		
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- f) The bid price to be submitted shall be above the Reserve Price and bidders shall improve their further offers in multiples of Rs. 1,00,000/- (Rupees One Lakh Only).
- g) The intending bidder should transfer his /her EMD amount by means of Electronic Mode (RTGS/NEFT) to credit of Account No.: Account No.: 57500001561343, Toyota Financial Services India Ltd, Richmond Road Branch, HDFC Bank, IFSC Code: HDFC0000523, before submitting the bids online or before 4:00 P.M. on October 10, 2024.
- h) Upon payment of EMD, the bidder shall not be permitted to withdraw the bid form/EMD. The EMD shall be forfeited or refunded only based on the outcome of the auction.
- i) Intending bidders shall hold a valid digital signature certificate and e-mail address. For details with regard to digital signature please contact the Service Provider. Immediately on the same date of payment of the EMD amount the bidders shall approach the said Service Provider for obtaining digital signature (If not holding a valid digital signature.)
- j) The intending bidders should register their names at portal hosted by the Service Provider through the website <a href="https://sarfaesi.auctiontiger.net/">https://sarfaesi.auctiontiger.net/</a> and get their User ID and password. Prospective bidders may avail online training on E- auction from the Service Provider, Mr. Ram Sharma, Email: ramprasad@auctiontiger.net, Email. support@auctiontiger.net Mobile No. 8000023297.
- k) The Intending bidder shall hand over / email a copy of the following documents to the Authorised Officer, Toyota Financial Services India Limited, No.21, Centropolis, First Floor, 5<sup>th</sup> Cross, Langford Road, Shanti Nagar, Bengaluru- 560025 on or before 5.00 PM on October 10, 2024:
  - Details of Online Transfer (UTR No.) with respect to EMD.
  - Photocopies of PAN Card, ID Proof and Address proof. However, the successful bidder will
    have to produce these documents in original to the Secured Creditor at the time of making
    payment of balance amount of 25% of bid amount.
  - Bidders Name. Contact No. Address, E Mail Id.
  - Bidder's A/c details for online refund of EMD.
- The successful bidder shall be required to submit the final prices, quoted during the e-Auction as per the annexure after the completion of the e-Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of e-Auction.
- m) During e-Auction, if no bid is received within the specified time, Toyota Financial Services India Limited, at its discretion may decide to revise opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
- n) The Secured Creditor / Service Provider for e-Auction shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the causes.
- o) The bidders are required to submit acceptance of the terms & conditions and modalities of e-Auction adopted by the Service Provider, before participating in the e-Auction.
- p) The bid once submitted by the bidder, cannot be cancelled/withdrawn and the bidder shall be bound to buy the immovable property at the final bid price. The failure on the part of bidder to comply with any of the terms and conditions of e-Auction, mentioned herein will result in forfeiture of the amount paid by the defaulting bidder.
- q) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.
- r) The Authorised Officer shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.



- s) The bid submitted without the EMD shall be summarily rejected. The immovable property shall not be sold below the reserve price.
- The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.
- u) The EMD of the unsuccessful bidder will be refunded to their respective A/c numbers shared with the Secured Creditor, within 7 working days from the closure of the e-auction sale proceedings. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).
- v) The Authorised Officer is not bound to accept the highest offer and the Authorised officer has absolute right to accept or reject any or all offer(s) or adjourn / postpone / cancel the e-Auction without assigning any reason thereof. The sale is subject to confirmation by the Secured Creditor.
- w) The payment towards sale consideration shall be made in the manner and within the timeline stated above, failing which all amounts paid till then will be forfeited. In case of forfeiture of the amount deposited by the defaulting bidder, he / she shall not have any claim on the immovable property or against the Secured Creditor/Authorized Officer. The proposed sale in favour of such defaulting bidders shall be cancelled; and the immovable property shall be resold at the discretion of the Secured Creditor.
- x) On sale of the immovable property, the purchaser shall not have any claim of whatsoever nature against the Secured Creditor or its Authorised Officer.
- y) The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, registration expenses, fees etc. for transfer of the immovable property in his/her name.
- z) The payment of all statutory / non- statutory dues, taxes, rates, assessments, charges, fees etc., owing to anybody shall be the sole responsibility of successful bidder only.
- aa) In case of any dispute arises as to the validity of the bid (s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of the Authorised Officer shall be final. In such an eventuality, the Secured Creditor shall in its sole discretion be entitled to call off the sale and put the immovable property to sale once again on any date and at such time as may be decided by the Secured Creditor. For any kind of dispute, bidders are required to contact the concerned Authorised Officer of the Secured Creditor only.
- bb) TDS @ 1% will be applicable on the sale proceeds as per Section 194-IA of the Income Tax Act, 1960. TDS amount will have to be deducted at the time of payment of the balance sale consideration and be deposited with the Income Tax Department in favour of the Toyota Financial Services India Limited under PAN AADTC8494P; the challan evidencing the deposit and the Certificate issued by the Income Tax Department to be shared with Toyota Financial Services India Limited. Any issues in relation to the same shall be the sole responsibility of the purchaser.
- cc) The sale transaction will be completed; and the sale certificate will be issued only upon receipt of the entire sale consideration, challan evidencing deposit of TDS as above and on confirmation of sale by Secured Creditor. The sale certificate shall be issued in the name of the successful bidder. No request for change of name in the sale certificate other than the person who submitted the bid/ participated in the e-Auction will be entertained.
- dd) For further details contact Mr. Babu Ashwathappa, Authorised Officer, (Mobile 9880946040) e-mail id: <a href="mailto:babu.a@tfsin.co.in">babu.a@tfsin.co.in</a> for Inspection of the immovable property will be facilitated by the service provider and Mr. Ram Sharma, Email: ramprasad@auctiontiger.net, Email. support@auctiontiger.net Mobile No. 8000023297 on e-auction portal related matters



ee) Special Instruction/Caution: Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither Toyota Financial Services India Limited nor the Service Provider will be responsible for any lapses/failure (Internet failure, Power failure, etc.) on the part of the bidder or vendor in such cases. In order to ward off such contingent situation, bidders are requested to make all the necessary arrangements/alternatives such as back-up, power supply, uninterrupted internet connection and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully.

Place: Bangalore Date: 14.9.2024

Services India Bangalore Bangalore

Authorised Officer
Toyota Financial Services India Limited