ADITYA BIRLA CAPITAL

PROTECTING INVESTING FINANCING ADVISING

Aditya Birla Housing Finance Ltd.

Registered Office: Indian Rayon Compound, Veraval, Gujarat 362 266.
Branch Office: Aditya Birla Housing Finance Limited at Kay Kay Business Centre, Mezzanine Floor, Plot No.133, M.P. Nagar Zone-I, Bhopal Madhya Pradesh-462011
Contact Nos: - 1. **Aditya Birla Housing Finance Limited – Deepak Gantayat - 9393474713, Amit Awari – 8109059712, Tosif Khan – 7879779317**
2. Auction Service Provider (ASP) M/s e-Procurement Technologies Limited -Auction Tiger, Chintan Bhatt 99788591888.

E-Auction Sale Notice

Pursuant to taking possession of the secured asset mentioned hereunder by the Authorized Officer of Aditya Birla Housing Finance Limited under the **Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002** for the recovery of amount due from borrower/s, offers are invited by the undersigned in sealed covers for purchase of immovable property, as described hereunder, which is in the physical possession, on **'As Is Where Is Basis', 'As Is What Is Basis' and 'Whatever Is There Is Basis',** Particulars of which are given below:

Borrower(s) / Co-Borrower(s)/ Guarantor(s)	Demand Notice Date and Total Amount	Description of the Immovable property	Reserve Price (RP)	Earnest Money Deposit (EMD) (10% of RP)	Total Loan Outstanding (As on 05-08-2020)
Loan A/c No. LNBHOHL_-04170036062 and LNBHOHL_-04170034771 1. Mr Sailesh Patel (Borrower) 2. Mrs. Sonu Patel (Co- Borrower) 3. Mrs. Pushpa Patel (Co-Borrower) 4. M/S Girnar Glass Aluminium (Co-Borrower) 5. Somnath Enterprises (Co-Borrower)	**11- January -2020 for Rs. 39,11,881/- (Rupees Thirty nine lakhs eleven thousand eight hundred eighty one only.)**	**1. "All that part and parcel of the property consisting of Flat No H-3, Fourth Floor, Anushree Apartment on Plot No.99/4 D Rajved Colony, Rajved GNSS Village Nayapura, Kolar Road, Bhopal Madhya Pradesh Bounded :** **On the North by: Flat No H-4** **On the South by: Plot No.99/1** **On the East by: Flat No H-2** **On the West by: Plot No.99/3"**	**Rs.20,54,000/- (Rupees Twenty Lakhs fifty-four thousand only)**	**Rs. 2,05,400/-(Rupees Two lakh five thousand four hundred only)**	**Rs. 43,41,480.26/- (Rupees Forty Three Lakhs Forty One Thousand Four Hundred eighty and Twenty six paisa only) as on 05-08-2020**
		2. "All that part and parcel of the property consisting of Flat No H-4, Fourth Floor Anushree Apartment on Plot No.99/4 D Rajved Colony, Rajved GNSS Village Nayapura, Kolar Road, Bhopal Madhya Pradesh **Bounded** **On the North by: Plot No.98/3** **On the South by: Flat No. H-3** **On the East by: Flat No. H-1** **On the West by: Plot No.99/1"**	**Rs.20,54,000/- (Rupees Twenty Lakhs fifty-four thousand only)**	**Rs. 2,05,400/-(Rupees Two lakh five thousand four hundred only)**	

The Terms and Conditions of the E-Auction are as under:

1. E-Auction is being held on "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS", and "WHATEVER IS THERE IS BASIS" and will be conducted ''Online". The Auction will be conducted through the ABHFL approved auction service provider **"M/s e-Procurement Technologies Limited -Auction Tiger B-704-05, Wall Street - II, Opp. Orient Club,Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006 Gujarat (India) Help Line Nos. 079-61200559/837/842/881/880 Help Line E-mail id: support@auctiontiger.net through the web portal https://sarfaesi.auctiontiger.net "**
2. **Last Date of Submission of Tender/Sealed Bid/Offer** in the prescribed tender forms along with EMD and KYC is **28/11/2020 up to 5:00 PM** at the Branch Office address mentioned herein above. Tenders that are not filled up or tenders received beyond last date will be considered as invalid tender and shall accordingly be rejected. No interest shall be paid on the EMD.
3. **Date of E-Auction** for Property is **30/11/2020** at the web portal https://sarfaesi.auctiontiger.net from **11:00 AM to 1:00 PM with unlimited extensions of 5 Minutes each.**
4. The tender/Sealed Bid/offer will be opened in the presence of the Authorized Officer.
5. **Date of Inspection of the Immovable Property** is **on 20/10/2020** between **11.00 AM** to **04.00 PM**.
6. The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded. The Earnest Money Deposit shall not bear any interest. The successful bidder shall have to deposit 25% of the sale price, adjusting the EMD already paid, immediately after the acceptance of bid price by the Authorized Officer and the balance 75% of the sale price on or before 15th day of sale or within such extended period as agreed upon in writing by and solely at the discretion of the Authorized Officer. In case of default in payment by the successful bidder, the amount already deposited by the offer shall be liable to be forfeited and property shall be put to re-auction and the defaulting borrower shall have no claim/ right in respect of property/ amount.
7. The purchaser shall bear the applicable stamp duties/ additional stamp duty/ transfer charges, fee etc. and also all the statutory/ non-statutory dues, taxes, rates, assessment charges, fees etc. owing to anybody.
8. The Authorized Officer, who is not bound to accept the highest offer, has the absolute right to accept or reject any or all offer(s) or adjourn/ postpone/ cancel the e-Auction without assigning any reason thereof.
9. The tenderer/online bidder hereby agrees that once he/she has formally registered a qualified tender before authorized officer will have to express their interest to participate through the E-auction bidding platform, by submitting this document. It shall be the tenderer's/online bidder's sole responsibility to procure his/her login id and password from auction service provider
10. Further interest will be charged as applicable, as per the Loan Agreement on the amount outstanding in the notice and incidental expenses, costs, etc., is due and payable till its realization.
11. The notice is hereby given to the Borrower/s and Guarantor/s they can bring the intending buyers/purchasers for purchasing the immovable property as described herein above, as per the particulars of terms and Conditions of Sale.
12. **The Borrower(s)/Co-Borrower(s)/Guarantor(s) are hereby given 30 DAYS SALE NOTICE UNDER THE SARFAESI ACT, 2002** to pay the sum mentioned as above before the date of Auction failing which the immovable property will be auctioned and balance, if any, will be recovered with interest and costs. If the Borrower pays the amount due to Aditya Birla Housing Finance Ltd, in full before the date of sale, auction is liable to be stopped.
13. The detail terms and conditions of the auction sale are incorporated in the prescribed tender form. Tender forms are available at the above mentioned Zonal/Branch office.
14. The immovable property will be sold to the highest tenderer/Bidder in E- Auction. The Authorized Officer reserves the absolute discretion to allow inter se bidding with minimum Bid increment amount. The Property as mentioned will not be sold below Reserve Price.
15. The Tenderer(s) / Offerer(s) / Prospective Bidder(s) / Purchaser(s) are hereby notified that the secured asset will be sold with the Encumbrances and dues payable to Statutory Authority (if any) and are also requested, in their own interest, to satisfy himself / themselves/ itself with regard to the above and other relevant details pertaining to the above mentioned secured asset before submitting the tenders.
16. Aditya Birla Housing Finance Ltd **is not responsible for any liabilities whatsoever pending upon the property as mentioned above**. **The Property shall be auctioned on 'As Is Where Is Basis', 'As Is What Is Basis' and 'Whatever Is There Is Basis'.**
17. The Total Loan Outstanding amount is not the loan foreclosure amount. All other charges (if any) shall be calculated at the time of closure of the loan.
18. The Demand Draft Should be made in favor of **'Aditya Birla Housing Finance Limited'.**
19. Wherever applicable, its responsibility of auction purchaser to deduct Tax at Source (TDS) @ 1% of the total sale consideration on behalf of the resident owner on the transfer of immovable property having consideration equal to ₹ 50 lacs and above and deposit the same with appropriate authority u/s 194 IA of Income Tax act.
20. The sale certificate shall be issued after receipt of entire sale consideration and 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.
21. Special Instructions: Bidding in the last moment should be avoided. Neither the Company nor Service provider will be responsible for any technical lapse/ power or internet failure etc. in order to avoid such contingent situations bidders are requested to ensure that they are technically well equipped and has all alternatives such as power supply back-up etc., so that they are able to circumvent such situation and are able to participate in the Online Inter-se Bidding, successfully.
    For further details, contact the Authorised Officer, at the above mentioned Office address.

Date: 28/10/2020 **Authorised Officer**

Place: BHOPAL **For Aditya Birla Housing Finance Limited**