

ADITYA BIRLA CAPITAL LTD.

Registered Office: Indian Rayon Compound, Veraval, Gujarat 362 266.

Corporate Office: 10th Floor, R-Tech Park, Nirlon Complex, Off Western Express Highway, Near Hub Mall, Goregaon (East), Mumbai- 400063

Contact Nos: - 1. Aditya Birla Capital Limited, Authorized Officer: Mr. Nitish Vijay, Mobile 9560677550, Mr. Ankit Aggarwal, Mobile 9833698778 and Mr. Jonir Solanki, Mobile 9624257904

2. Auction Service Provider - Auction Tiger, (ASP), Contact Person Name & Number – Ram Sharma – 8000023297 Contact No. 079-68136880/68136837
Mob.: +91 9265562821/18
E Mail : support@auctiontiger.net

E-Auction Sale Notice

[See proviso to Rule 8(6) and Rule 9(1) of the Security Interest (Enforcement) Rules, 2002]

On account of the amalgamation between Aditya Birla Finance Ltd. and Aditya Birla Capital Ltd. vide the Scheme of Amalgamation dated 11.03.2024 duly recorded in the Order passed by the National Company Law Tribunal - Ahmedabad on 24.03.2025, all SARFAESI actions initiated by Aditya Birla Finance Ltd. in relation to the mortgaged property mentioned in Schedule below, stands transferred to Aditya Birla Capital Ltd. by virtue of Sec. 230 & 232 of Companies Act, 2013. Accordingly, these terms and conditions are being issued by Aditya Birla Capital Limited

Pursuant to taking possession of the secured asset mentioned hereunder by the Authorized Officer of Aditya Birla Finance Limited (now amalgamated with Aditya Birla Capital Limited) under the **Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002** (54 of 2002) for the recovery of amount due from Borrower, Co-Borrower (s) and Mortgagor (s), Offers/Bid are invited by the undersigned 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)/ Mortgagor (s)	Demand Notice Date and Amount	Description of the Immovable property (Secured Assets)	Reserve Price (RP)	Earnest Money Deposit (EMD) (10% of RP) & Incremental Value	Total Foreclosure Amount (As on 31.03.2025)
1. Mr. Dilip Bhagvanbhai Patel (Borrower/ Mortgagor)	Demand Notice dated 02.08.2024	Kindly refer Schedule A	11,08,08,000/-	1,10,80,800/-	Rs.7,83,42,855.87 /- (Rupees Seven Crore Eighty-Three Lakh Forty-Two Thousand Eight Hundred Fifty-Five and Paise Eighty-Seven Only) by way of Outstanding Principal, arrears (including accrued late charges) and interest till 31.03.2025
2. Shakti Infrastructure (Co-Borrower) A proprietorship concern, Through its proprietor Mr. Dilip Bhagvanbhai Patel	Rs.7,38,23,990.03/- (Rupees Seven Crore Thirty-Eight Lakhs Twenty-Three Thousand Nine Hundred Ninety and paise Three Only) by way of outstanding principal, arrears, accrued late charges and interest due as on 31.07.2024			(Bid Incremental Value: Rs. 2,00,000/-	
3. Ms. Yaminiben Dilipbhai Patel (Co-Borrower)	(this amount is exclusive of TDS Calculation and Pre-Payment Charges, as applicable)				

4. Nancy Enterprise (Co-Borrower) A proprietorship concern, Through its proprietor Ms. Yamini Dilipbhai Patel					(this amount is exclusive of TDS Calculation and Pre-Payment Charges, as applicable)
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The Terms and Conditions of the E-Auction are as under:

1. E-Auction for the aforesaid secured asset/s is being held on **“AS IS WHERE IS BASIS”, “AS IS WHAT IS BASIS”, and “WHATEVER THERE IS BASIS”** and will be conducted “Online”. The Auction will be conducted through Aditya Birla Capital Limited approved online auction service provider **“Auction Tiger”**.
2. **Date of E-Auction** for the above secured asset is on 04.07.2025 at the web portal <https://sarfaesi.auctiontiger.net> from **11:00 AM to 1:00 PM** with unlimited extensions of **5 Minutes each**. All interested participants of this E-Auction shall need to fill Bids/Tender Forms and submit the same along with EMD of 10% of above Reserve Price on or before the last date. All participants/bidders are required to submit their bids online on the web portal of online auction service provider **“Auction Tiger”** and the highest bidder shall be declared as Successful Bidder in whose favor Sale of aforesaid secured asset would take place. **Bids submitted in any other format /incomplete bids are liable to be rejected.**
3. Bidders are advised to visit the said website for Annexure and detailed Terms and Conditions of the sale before submitting their bids and participating in the proceedings.
4. **Date of Inspection of the Immovable Property** is from 02.06.2025 to 03.07.2025 between 11:00 a.m. to 5:00 p.m.
5. **Last Date of Submission of Bids/Tender Forms alongwith aforementioned EMD** in the prescribed tender/bid forms and KYC is **03.07.2025 up to 5:00 p.m.** at the Branch/ Corporate Office address mentioned herein above. Bid Forms that are not filled up or EMDs received beyond last date will be considered as invalid and shall accordingly be rejected. No interest shall be paid on the EMD. This EMD shall be forfeited by Secured Creditor/ABCL if the successful bidder of this E-Auction, is either, not able to pay 25% of the sale price/bid price (inclusive of EMD) immediately upon acceptance of offer/bids or a day thereafter in terms of Rule 9(3) of SARFAESI Rules, 2002, or wishes to withdraw from Auction post declaration of him as Successful Bidder. The EMDs of unsuccessful bidders shall be returned.
6. The Balance 75% of the sale price/bid price shall have to be paid within 15 (fifteen) days of confirmation of the sale by the Financial Institution/ ADITYA BIRLA CAPITAL LTD (ABCL) or such extended period as agreed upon in writing by and solely at the discretion of the Authorized Officer failing which the ABCL shall forfeit amounts already paid/deposited by the Purchaser/Bidder. Please refer Rule 9(3), 9(4) & 9(5) of SARFAESI Rules 2002 for more details with regards to Time of payment of Sale Price and related timelines.

7. The online bidder hereby agrees that once he/she has formally registered a qualified Bid before the Authorized Officer, he/she 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. Bid Forms shall be accompanied by copies of the following KYC documents viz. (i) PAN Card (ii) Aadhar Card/Passport (iii) Current Address proof (iv) valid e-mail id (v) contact number (mobile/landline) (vi) Board Resolution to participate in the auction (for a company) etc. Scanned copies of the said documents shall be submitted to the e-mail id stated above.
8. The bidders shall hold a valid e-mail id as all the relevant information from the Secured Creditor/the Service Provider may be conveyed through email only.
9. 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. It is hereby made clear that above outstanding amount is exclusive of TDS Calculation and Pre-Payment Charges which may be added up at the time of complete settlement of Sale amount.
10. The notice is hereby given to the Borrower, Co-Borrower (s) and Mortgager (s) that 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.
11. **The Borrower, Co-Borrower (s), Mortgager (s) have been given 30 DAYS SALE NOTICE UNDER THE SARFAESI ACT, 2002 (as per the revised guidelines in the Gazette of India notification dated 03/11/2016) to pay the outstanding amount mentioned above due as on today, before date of E- Auction failing which the immovable property will be auctioned and balance, if any, will be recovered with interest and costs. If the Borrowers pay the amount due to Aditya Birla Capital Ltd, in full before the date of sale, auction is liable to be stopped.**
12. The detailed terms and conditions of the auction sale are incorporated in the prescribed tender form. Tender/Bids forms are available at the above-mentioned Branch/ Corporate office or online at E-Auction portal. Bidders are also advised to visit the Auction Tiger website for Annexure and detailed Terms and Conditions of the sale before submitting their bids and participating in the proceedings.
13. The properties/secured assets will not be sold below the Reserve Price set by the AO. The bid quoted below the Reserve Price shall be rejected and the EMD deposited shall be forfeited.
14. Prospective intending bidders may contact the Service Provider on the details mentioned above to avail online training on participating in the e-auction. However, neither the Authorized Officer nor the Secured Creditor nor the Service Provider shall be responsible for any technical lapses/internet outage/power failure etc.
15. 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.
16. 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. The Authorized Officer shall not be held responsible for any charge, lien, encumbrances, property tax or any other dues to the Government or anybody in respect to the aforesaid properties. The properties are being sold with all the existing and future encumbrances whether known or unknown to the Secured Creditor.
17. The sale is subject to confirmation by the Financial Institution.

18. The AO has the right to reject any tender/tenders (for either of the property) or even may cancel the e-auction without assigning any reasons thereof.
19. Aditya Birla Capital 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' at a Reserve Price as mentioned above.
20. 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.
21. The Demand Draft Should be made in favor of **'Aditya Birla Capital Limited'**.
22. On compliance of terms of sale, AO shall issue 'Sale Certificate' in favor of purchaser. All expenses relating to stamp duty, registration charges, conveyance, VAT, TDS etc. shall be borne by the purchaser.
23. The immovable property will be sold to the highest tenderer/Bidder in E- Auction. The AO 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.
24. Wherever applicable, it is the 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.
25. The sale is subject to the conditions prescribed in the SARFAESI Act 2002 (54 of 2002) and the conditions mentioned above.

For further details, contact the Authorized Officer, at the above-mentioned Office address.

Date: 30.05.2025
Place: Ahmedabad

Sd/-

Authorized Officer

For **Aditya Birla Capital Limited**

SCHEDULE -A

Details of the Immovable Asset/ Mortgaged Property	Earnest Money Deposit Amount (in Rs.)	Reserve Price (in Rs.)
<p>Exclusive Charge on:</p> <p>Commercial properties at Shop Nos. 3 to 7 and 9 to 16, Ground Floor, Sureel Business House, Behind Naroda Muktidham constructed on Old Survey No. 568/1 paikki, T.P. Scheme No. 01, F.P. No. 448 adm. 3311 sq. mtrs. of mouje Naroda, Naroda- Dehgam Road, Ahmedabad- 382330</p> <p>Said property is bounded by:</p> <p>Shop No. 03 On or towards the East by: Building Parking Space On or towards the West by: Building Margin Space On or towards the North by: Shop No. 4 On or towards the South by: Shop No. 2</p> <p>Shop No. 04 On or towards the East by: Passage On or towards the West by: Building Margin Land On or towards the North by: Passage, Staircase and Lift On or towards the South by: Shop No. 3</p> <p>Shop No. 05 On or towards the East by: Shop No. 7 and 6 On or towards the West by: Building Margin Land On or towards the North by: Building Margin Land On or towards the South by: Passage, Staircase and Lift</p> <p>Shop No. 06 On or towards the East by: Common Toilet On or towards the West by: Shop No. 5 On or towards the North by: Building Margin Space On or towards the South by: Passage Space</p> <p>Shop No. 07 On or towards the East by: Shop No. 12 and 8 On or towards the West by: Shop No. 5</p>	<p>1,10,80,800/-</p>	<p>11,08,08,000/-</p>

<p>On or towards the North by: Passage Space</p> <p>On or towards the South by: Passage Space</p> <p><u>Shop No. 09</u></p> <p>On or towards the East by: Shop No. 10</p> <p>On or towards the West by: Shop No. 08</p> <p>On or towards the North by: Shop No. 11</p> <p>On or towards the South by: Building Parking Space</p> <p><u>Shop No. 10</u></p> <p>On or towards the East by: Passage</p> <p>On or towards the West by: Shop No. 9</p> <p>On or towards the North by: Shop No. 11</p> <p>On or towards the South by: Building Parking Space</p> <p><u>Shop No. 11</u></p> <p>On or towards the East by: Passage</p> <p>On or towards the West by: Shop No. 8</p> <p>On or towards the North by: Shop No. 12</p> <p>On or towards the South by: Shop No. 9 and 10</p> <p><u>Shop No. 12</u></p> <p>On or towards the East by: Passage</p> <p>On or towards the West by: Shop No. 7</p> <p>On or towards the North by: Passage</p> <p>On or towards the South by: Shop No. 8 and 11</p> <p><u>Shop No. 13</u></p> <p>On or towards the East by: Shop No. 14</p> <p>On or towards the West by: Common Toilet</p> <p>On or towards the North by: Building Margin Land</p> <p>On or towards the South by: Passage</p> <p><u>Shop No. 14</u></p> <p>On or towards the East by: Shop No. 15</p> <p>On or towards the West by: Shop No. 13</p> <p>On or towards the North by: Building Margin Land</p> <p>On or towards the South by: Passage</p> <p><u>Shop No. 15</u></p> <p>On or towards the East by: Shop No. 16</p> <p>On or towards the West by: Shop No. 14 and passage</p>		
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<p>On or towards the North by: Building Margin Land</p> <p>On or towards the South by: Shop No. 33</p> <p><u>Shop No. 16</u></p> <p>On or towards the East by: Building Parking</p> <p>On or towards the West by: Shop No. 15</p> <p>On or towards the North by: Building Margin Land</p> <p>On or towards the South by: Shop No. 17</p> <p>Together with easements attached thereto and together with all other buildings and structures standing and to be constructed thereon and all fittings, fixtures, plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.</p>		
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