

ADITYA BIRLA FINANCE LTD.

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

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

Branch Office: 5th Floor, Lohia Jain Arcade, S. No. 106, Near Charturshrungi Temple, Senapati Bapat Road |Pune-411016.

Contact Numbers: Aditya Birla Finance Limited, Authorized Officers: Mr. Subhash Sonawane, Mobile no. 9049989394 and Mr. Ankit Aggarwal, Mobile no. 9833698778

Auction Service Provider:

M/s E- Procurement Technologies Limited (Auction Tiger) B-704/705, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellisbridge, Ahmedabad – 380006

Contact Person Name & Number –

Ram Sharma – 8000023297
Landline No. 079-68136880/68136837
Mob.: +91 9265562821/18
E-Mail: support@auctiontiger.net

Pursuant to taking physical possession of the secured assets mentioned hereunder by the Authorized Officer of Aditya Birla Finance Limited under the **Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002)** for the recovery of the amount due from the Borrower, Co-Borrower (s), Mortgagor, the Secured Assets, as more particularly described in the Schedule hereunder, were put to sale through E-Auction on multiple occasions on **‘As Is Where Is Basis’, ‘As Is What Is Basis’ and ‘Whatever Is There Is Basis’**.

For detailed terms and conditions of the sale, please log on to the website <https://sarfaesi.auctiontiger.net>

TERMS AND CONDITIONS OF THE SALE OF SECURED ASSETS BY WAY OF PRIVATE TREATY: -

1. Sale of the Secured Assets will be through Private Treaty on **“AS IS WHERE IS BASIS”**, **“AS IS WHAT IS BASIS”** and **“WHATEVER THERE IS”**.
2. The purchaser will be required to deposit 25% of the sale consideration on the receipt the Secured Creditor’s acceptance of offer for purchase of Secured Assets and the remaining 75% amount within 15 days thereafter.
3. The purchaser has to deposit 10% of the offered amount along with application/ request letter which will be adjusted against 25% of the deposit to be made as per clause (2) above. This deposit of 10% shall be forfeited by Secured Creditor/ABFL in case the purchasers are not able to pay 25% of the sale price as per clause 2 above.
4. Failure to remit the balance amount of 75 % of the sale price within 15 days of the acceptance of the offer as required under Clause (2) above, will cause forfeiture of 25 % amount of sale consideration including 10% of the amount paid along with the application/ request letter.
5. In case of non-acceptance of offer of purchase by the Secured Creditor, the amount of 10% paid along with the application/ request letter will be refunded without any interest.
6. A notice under Rule 8(5) and proviso to Rule 9(1) of the Security Interest (Enforcement) Rules, 2002 mentioning the Reserve Price and the EMD amount has been published in two newspapers Indian Express (English) & Loksatta (Marathi) on 06.08.2024, circulation in Pune. In case the Authorized Officer receives any offer higher than the proposed Reserve Price pursuant to the said publication, the Authorized Officer shall conduct inter se bidding or an E- Auction on 27.08.2024 in terms of the said Notice.
7. The Secured Assets are being sold with all the existing and future encumbrances whether known or unknown to the Secured Creditor. The Authorized Officer / Secured Creditor shall not be responsible in any way for any third-party claims/ rights/ dues

including GST demand if any. The attention of the proposed purchasers is invited to the GST claim of Rs. 1,93,34,982/- pursuant to the letter dated 09.01.2024 issued by the Department of Goods and Services Tax, Office of the State Tax Officer, Karad_702, Kolhapur Division Satara. It will be the sole responsibility of the Purchasers to deal and settle the said claim. ABFL shall not be responsible in any manner whatsoever.

8. The purchaser may conduct due diligence on all aspects related to the Secured Assets (under sale through private treaty) to his satisfaction. The purchaser shall thereafter not be entitled to make any claim against the Authorized Officer / Secured Creditor in this regard at a later stage.
9. The purchaser has to bear all stamp duty, registration fee, and other expenses, taxes, duties in respect of purchase of the Secured Assets.
10. That on receipt of the total Sale consideration as prescribed hereinabove, the authorized officer of the Secured Creditor shall hand over the delivery and possession of the Secured Assets to the purchaser and shall subsequently issue a certificate of sale of the Secured Assets in favour the purchaser in accordance with the provisions of SARFAESI Act/ Rules.
11. The sale of the Secured Assets is subject to your acceptance of the terms mentioned herein
12. Date of inspection of the Secured Assets is from 19.08.2024 to 22.08.2024 between **11:00 am to 03:00 pm**.
13. Last Date & time of submitting EMD is 23.08.2024 before 5.00 p.m.
14. The Auction Sale will be an Online E-Auction/ Bidding through approved Service Provider M/s. E- Procurement Technologies Limited (Auction Tiger), the details of which are mentioned above through the web portal <https://sarfaesi.auctiontiger.net>
15. The Auction Sale will be held on **27.08.2024** between **11:00 a.m.** to **1:00 p.m.** with auto-extensions for 5 (five) minutes in case a bid is placed in the last 5 minutes before the appointed closing time;

16. The bid price to be submitted shall be above the Reserve Price fixed by the Authorized Officer and the bidders shall further improve their offer in multiples of **Rs. 50,000/- (Rupees Fifty Thousand Only)**.
17. The Secured Assets will not be sold below the Reserve Price set by the Authorized Officer. The bid quoted below the Reserve Price shall be rejected and the EMD deposited shall be forfeited.
18. 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.
19. Bids shall be submitted online only in the prescribed format(s) with relevant details duly filled in. Bids submitted in any other format / incomplete bids are liable to be rejected.
20. Annexure 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. Earnest Money Deposit (EMD) as mentioned against secured assets described in the accompanying Sale Notice shall be deposited through Demand Draft.
21. 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.
22. 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.
23. The EMD of the unsuccessful bidder will be returned of closure of the Auction proceedings.
24. The sale is subject to confirmation by the Financial Institution. If the Borrower/ Co-Borrower(s)/ Mortgagor pays the entire amount due to the Secured Creditor before the appointed date and time of e-auction, no sale will be concluded.

25. 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 Secured Assets. The Secured Assets are being sold with all the existing and future encumbrances whether known or unknown to the Secured Creditor.
26. The Authorized Officer has the right to reject any bids or even may cancel the e-auction without assigning any reasons thereof.
27. On compliance of terms of sale, Authorized Officer shall issue 'Sale Certificate' in favour of purchaser. All expenses relating to stamp duty, registration charges, conveyance, VAT, TDS, IT etc. shall be borne by the purchaser as prescribed in the act.
28. 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.
29. The Demand Draft should be made in favour of 'Aditya Birla Finance Limited'.
30. The sale is subject to the conditions prescribed in the SARFAESI Act 2002 (54 of 2002) and the conditions mentioned above.

Description of the Secured Assets

Flat no. 204 admeasuring 823 sq.ft. on 2nd floor
Flat no. 205 admeasuring 823 sq.ft. on 2nd floor
Flat no. 304 admeasuring 819 sq.ft. on 3rd floor
Flat no. 305 admeasuring 819 sq.ft. on 3rd floor
Flat no. 507 admeasuring 819 sq.ft. on 5th floor
Flat no. 601 admeasuring 823 sq.ft. on 6th floor
Flat no. 604 admeasuring 823 sq. ft. on 6th floor
all situated at B-wing, Nirmaann Serrene, Undri, 24, Hissa No. 1/1,
Pune, Maharashtra-411060.

For ADITYA BIRLA FINANCE LIMITED

Sd/-

Authorised Officer