

ADITYA BIRLA FINANCE LTD.

M/s. Aditya Birla Finance Limited

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

Branch Office: Aditya Birla Finance Ltd, Unit #10 & 12, 6th & 4th Floor, Oval, Venkat Narayan Road, T Nagar, Chennai-600 017.

Authorized Officer Mr. V. Thiyagarajan

Contact: 9710917596

Sale Notice (By private Treaty)

Pursuant to taking possession of the secured asset 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) Rule 8 (5) and proviso to Rule 9(1) of Security Interest (Enforcement) Rules 2002** for the recovery of amount due from borrower(s), Co-Borrower(s), Guarantor(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:-

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 IMMOVABLE PROPERTY BY WAY OF PRIVATE TREATY: -

1. Sale of the Scheduled Property 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 next working day of receipt the Secured Creditor's acceptance of offer for purchase of Scheduled Property and the remaining 75 % amount within 15 days thereafter.
3. Failure to remit the balance amount of 75 % as required under Clause (2) above, will cause forfeiture of 25 % amount of sale consideration paid along with the application.
4. In case of non-acceptance of offer of purchase by the Secured Creditor, the amount of 25% paid along with the application will be refunded without any interest.

5. Notice under Rule 8 (5) and Rule 9 (1) of the Rules mentioning the reserve price will be published in the two newspapers Indian Express & Dinamni. In case the Authorized Officer received any offer higher than the reserve price pursuant to the said publication, the Authorized Officer shall conduct inter se bidding on 13.09.2024 in terms of the said Notice.
6. The Scheduled Property is 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.
7. The purchaser should conduct due diligence on all aspects related to the property (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.
8. The purchaser has to bear all stamp duty, registration fee, and other expenses, taxes, duties in respect of purchase of the Scheduled Property.
9. 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 Scheduled Property to the purchaser and shall subsequently issue a certificate of sale of the Scheduled Property in favour the purchaser in accordance with the provisions of SARFAESI Act/ Rules.
10. The sales of the Scheduled Property are subject to your acceptance of the terms mentioned herein
11. Date of Inspection of the Immovable Property is from **28.08.2024 to 12.09.2024** between **11:00 am to 03:00 pm**.
12. To the best of knowledge and information of the Authorized Officer, no other encumbrances exist on the aforesaid property, however the prospective tenderers are advised to do their own due diligence and conduct independent enquiries in regard to the title/encumbrances etc. 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 property. The property is being sold with all the existing and future encumbrances whether known or unknown to the Secured Creditor.
13. .
14. On compliance of terms of sale, Authorized Officer shall issue 'Sale Certificate' in favor 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.
15. 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.
16. The Demand Draft Should be made in favor of 'Aditya Birla Finance Limited'.
17. The sale is subject to the conditions prescribed in the SARFAESI Act 2002 (54 of 2002) and the conditions mentioned above.

Description of the Schedule Property

“All that piece and parcel of Land measuring 2400 sq.ft comprised in Survey No.10/12 as per subdivision New survey No:10/33 Chitalapakkam village bearing plot No : 84 , Maheshwar Nagar , Layout , and Land bounded on the : North by : 30 feet Road , South by : Plot Nos 79 & 80 , East : by : Plot No 83 ,West by: Plot No 85.”

Place: Chennai

For ADITYA BIRLA FINANCE LIMITED

Date: 27.08.2024.

Authorised Officer