

AUCTION/SALE NOTICE

(APPENDIX IV-A)

[Refer proviso to rule 8(6)]

Public Auction/Sale Notice for subsequent Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8(6) 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) 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 ART Housing Finance (India) Limited, the Secured Creditor, will be sold on “As is where is”, “As is what is”, and “Whatever there is” for recovery of dues detailed as under in following manner:

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| Name and address of Borrowers | (1) Mr. Miraben Desai, (2) Mr. Dinesh Desai & (3) Mr. Premjibhai Desai Flat No. 104, Silver Palace-F, Utran Mota Varachha Road, Utran Surat-394105, Gujarat |
| Loan Account No. | LXSUR05517-170001288 |
| Total amount due as on | Rs. 14,88,767/- (Rupees Fourteen Lacs Eighty Eight Thousand Seven Hundred Sixty Seven only) as on 13.01.2021 |
| Description of Immovable Property with name of owner/Mortgagor | Property bearing plot no.1, Dharm Row House, Near Laxmi Residency, S.R. No. 96,97,94,92, Block No. 54/A/1, Syadala, Olpad, Surat-394540, Gujarat |
| Details of encumbrances over the property, as known to the Secured Creditor | NIL |
| Outstanding dues of Local Self Government (Property Tax, Water, Sewerage, Electricity Bills, etc.) | NIL |

The details regarding public e-Auction are mentioned below:

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| Date and time of public E-Auction | 05/03/2021 between 11 a.m. to 3 p.m. |
| Reserve price of property | Rs. 9,78,660/- (Rupees Nine Lacs Seventy Eight Thousand Six Hundred Sixty only) |
| Earnest Money Deposit (EMD) | Rs. 97,866/- (Rupees Ninety Seven Thousand Eight Hundred Sixty Six only) |
| Last date for submissions of bids | 04/03/2021 |

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| Minimum bid increment amount | Rs. 5,000/- (Rupees Five Thousand only) |
| Date and time for inspection of property for intending purchasers | 27/02/2021 |
| Contact details of one of the Authorised Officer | Mr. Dushyant Sharma, ART Housing Finance (India) Limited 49, Udhyog Vihar, Phase-IV, Gurugram-122015, Haryana Mb. No. +91-7290096016 & 9811940899 |

Terms and Conditions

1. Sale is subject to provisions provided under the SARFAESI Act/Rules, 2002 as framed therein and the terms and conditions mentioned hereunder as also subject to conditions in offer/bid documents to be submitted by the intending/participating bidders.
2. The sale process of above property shall be conducted by holding public Auction only, on 05/03/2021 between 11.00 a.m. to 03.00 P.M, by the Authorised Officer of ART Housing Finance (India) Limited.
3. The public auction cum sale advertisement does not constitute and will not deemed to constitute any commitment or any representation of ART Housing Finance (India) Limited.
4. The Earnest Money Deposit (EMD) i.e. 10% of the Reserve Price shall be deposited through RTGS/NEFT/Fund Transfer to the credit of A/c No. 50200049383517, IFSC CODE HDFC0000273 of HDFC Bank, Vasant Kunj branch, New Delhi on 05/03/2021 before submitting bids/offer. Please note that Cheques/ Demand Draft shall not be accepted as EMD amount, except mode as stated herein.
5. Intending bids shall be submit the duly filled in Bid Form (format available at website i.e. www.arthfc.com) before 04/03/2021 along with proof quoting the UTR No. of RTGS/NEFT/Fund Transfer remittance towards deposit of EMD in a sealed covered addressed to the Authorised Officer, ART Housing Finance (India) Limited at 49, Udhyog Vihar, Phase-IV, Gurugram-122015, Haryana so as to reach the same on or before 04/03/2021. The sealed cover should be super scribed with "Bid for participating in Public Auction/Sale – in the a/c of (1) Mr. Miraben Desai, (2) Mr. Dinesh Desai & (3) Mr. Premjibhai Desai bearing Loan Account no. LXSUR05517-170001288.
6. Please note that Public Auction/Sale will take place at S-223, Second Floor, Times Square Building, Opposite Landmark Empire, Near Vakil Wadi, Magob, Kadodara Road, Magob, Surat-395010, Gujarat in the inter se auction bidding and shall be subject to the terms and conditions mentioned herein as well as those given in the bid document.
7. Further, the sale shall be in accordance with the SARFAESI Act, 2002 and Rules framed therein.

8. No person other than the intending bidder themselves, or their duly authorized agent shall be allowed to participate in the Public Auction.
9. Bidders are required to comply with KYC norms and provide self attested KYC documents to the Authorised Officer of the Secured Creditor on or before 05/03/2021. The authenticity of the KYC documents is the sole responsibility of the bidder.
10. Offers that are not duly filled up or offers not accompanied by the EMD or offers received after the above date and time prescribed herein will not be considered/treated as valid offers, and accordingly shall be rejected.
11. After expiry of the last date of submission of bids with EMD, the Authorised officer shall examine bids received by him/her and confirm the details of qualified bidders (who have quoted their bids on and above the reserve price and paid the stipulated EMD with the Secured Creditor along with other factors like valid KYC etc.) to enable them to allow only those bidders to participate in the Public inter se bidding/auction proceedings at the date and time mentioned in Public Auction cum Sale notice.
12. In no eventuality the property would be sold below the Reserve Price.
13. The property shall be sold to highest bidder, subject to acceptance of the bid by the secured creditor.
14. The successful applicant declared through the process of Public- auction shall deposit 25% of the purchase amount (inclusive of EMD), immediately on closure of the auction/sale or not later than next working day proceedings through the mode of payment mentioned in Clause (4) above.
15. In case, successful applicant failed to deposit 25% of the purchase amount (inclusive of EMD) as stated above in Clause (14), the property shall be sold again.
16. The balance amount of the purchase money shall be paid to the Authorized Officer of the Secured Creditor on or before 15th day from the date of public Auction or such extended period as agreed upon in writing by the Authorized Officer, in any case not exceeding three months.
17. In case of any default of respective payment within the stipulated period, the sale will automatically stand revoked and the entire deposit made by the bidder together with the earnest money shall be forfeited without any notice and the property shall be resold. The defaulting bidder shall not have any recourse/claim against the Secured Creditor/Authorised Officer.
18. The EMD of the unsuccessful bidders will be returned on the closure of the Public-auction/sale proceedings.
19. The successful bidder shall bear the stamp duties, charges including those of sale certificate, registration charges, all statutory dues payable to government, taxes and rates and outgoing, both existing and future relating to the property.

20. The sale certificate will be issued in the name of the successful bidder only and for the successful bid amount as sale consideration, after payment of the entire successful bid amount/closing bid amount and other charges if any.
21. The defaulting purchaser/bidder shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold.
22. The property is sold in **“AS IS WHERE IS, WHAT IS WHAT IS AND WHATEVER THERE IS BASIS”** in all respects and subject to statutory dues, if any. The intending bidders should make discrete enquiry as regards any claim, charges/encumbrances on the property, of any authority, besides the Secured Creditor’s charges and should satisfy themselves about the title, extent, quality and quantity of the property before submitting their bid. For any discrepancy in the property the participating bidder is solely responsible for all future recourses from the date of submission of bid.
23. No claim of whatsoever nature regarding the property put for sale, charges/encumbrances over the property or on any other matter etc will be entertained after submission of the bid/confirmation of sale.
24. The Authorized Officer/Secured Creditor will not be responsible for any charge, lien, encumbrance, property tax dues, electricity dues etc. or any other dues to the Government, local authority or anybody, in respect of the property under sale.
25. Prospective bidders are advised to peruse copies of title deed, if any available with the Secured Creditor and also carry out their own inquiries to satisfy themselves regarding title to the property, marketability, right, interest, encumbrances, dues if any, over the property.
26. The Authorized Officer has the absolute right and discretion to accept or reject any bid or adjourn/postpone/cancel the sale or add/delete/change any of the terms and conditions of this sale at any time without prior notice to the owner, bidder, public etc. and without assigning any reason.
27. The public Auction cum sale is subject to the confirmation by the Secured Creditor. If the borrower/guarantor pays the amount due to the Secured Creditor in full before date of sale, no sale will be conducted. The successful bidder shall not have claim in this regard and cancellation of the sale/auction is at the discretion of the Secured Creditor/Authorised Officer.
28. The intending purchasers can inspect the property with prior appointment at his/her expenses on the time and date mentioned above. For inspection of the properties please contact Mr. Dushyant Sharma, ART Housing Finance (India) Limited 49, Udhyog Vihar, Phase-IV, Gurugram-122015, Haryana Mb. No. +91-7290096016 & 9811940899.

29. The particulars specified in the Description of property have been stated to the best of information of the Secured Creditor and the Secured Creditor will not be responsible for any error, misstatement or omission.
30. For further details contact Mr. Dushyant Sharma, ART Housing Finance (India) Limited 49, Udhyog Vihar, Phase-IV, Gurugram-122015, Haryana Mb. No. +91-7290096016 & 9811940899.

SD/-

PLACE: SURAT
DATE: 02.02.2021

AUTHORISED OFFICER
ART HOUSING FINANCE (INDIA) LIMITED

AUCTION/SALE NOTICE

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Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) 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 ART Housing Finance (India) Limited, the Secured Creditor, will be sold on “As is where is”, “As is what is”, and “Whatever there is” for recovery of dues detailed as under in following manner:

| | |
|--|--|
| Name and address of Borrowers | Mr. Ravji Mohan Gondalia & Mrs. Ushaben Ravji Gondalia A106-107, Ratnamai Apartment, Jalram Mandir, Opposite Jalaram Mandir, Amroli Chorasi Surat, Amroli, Surat-394107, Gujarat |
| Loan Account No. | LNSUR03117-180003697 |
| Total amount due as on | Rs. 17,54,668/- (Rupees Seventeen Lacs Fifty Four Thousand Six Hundred Sixty Eight only) as on 13.01.2021 |
| Description of Immovable Property with name of owner/Mortgagor | All Piece and Parcel of Property Bearing 77.48 Sq. Yds. Bearing no. 3, Mansarovar Villa, Ground Floor, Utiyadera Hathuran, Surat-394125, Gujarat, owner/Mortgagor Mr. Ravji Mohan Gondalia & Mrs. Ushaben Ravji Gondalia |
| Details of encumbrances over the property, as known to the Secured Creditor | NIL |
| Outstanding dues of Local Self Government (Property Tax, Water, Sewerage, Electricity Bills, etc.) | NIL |

The details regarding public e-Auction are mentioned below:

| | |
|-----------------------------------|---|
| Date and time of public E-Auction | 05/03/2021 between 11 a.m. to 3 p.m. |
| Reserve price of property | Rs. 10,67,885/- (Rupees Ten Lacs Sixty Seven Thousand Eight Hundred Eighty Five only) |
| Earnest Money Deposit (EMD) | Rs. 1,06,788/- (Rupees One Lacs Six Thousand Seven Hundred Eighty Eight only) |
| Last date for submissions of bids | 04/03/2021 |
| Minimum bid increment amount | Rs. 5,000/- (Rupees Five Thousand only) |

| | |
|---|---|
| Date and time for inspection of property for intending purchasers | 27/02/2021 |
| Contact details of one of the Authorised Officer | Mr. Dushyant Sharma, ART Housing Finance (India) Limited 49, Udhyog Vihar, Phase-IV, Gurugram-122015, Haryana Mb. No. +91-7290096016 & 9811940899 |

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SD/-

PLACE: SURAT
DATE: 02.02.2021

AUTHORISED OFFICER
ART HOUSING FINANCE (INDIA) LIMITED