



MUTHOOT HOUSING FINANCE COMPANY LIMITED

Registered Office: TC NO.14/2074-7, Muthoot Centre, Punnen Road, Thiruvananthapuram - 695 034, CIN NO - U65922KL2010PLC025624

Corporate Office: 12/A 01, 13th floor, Parinee Crescenzo, Plot No. C38 & C39, Bandra Kurla Complex-G block (East), Mumbai-400051 TEL. NO: 022-62728517

PUBLIC NOTICE – AUCTION CUM SALE OF PROPERTY

Sale Of Immovable Assets Under Securitisation And Reconstruction Of Financial Assets & Enforcement Of Security Interest Act, 2002

Possession and Sale Of Immovable Assets Under Securitization And Reconstruction Of Financial Assets & Enforcement Of Security Interest Act, 2002

In exercise of powers contained in the Securitization and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002, the Authorized Officer of the M/s Muthoot Housing Finance Company Ltd., (hereinafter referred to as the "Company") issued a demand notice dated 11/01/2016 under section 13(2) read with rule 8 & 9 of the Security Interest (Enforcement) Rules, 2002 in LAN No. 18100001964 to borrowers namely Jagdish Modi & Jyoti Modi to repay outstanding amount of Rs. 11,35,823.07/- (Rupees Eleven Lakhs Thirty Five Thousand Eight Hundred Twenty Three and Paise Seven Only) as mentioned in 13 (2) Notice within 60 days from the date of receipt of the said notice. The borrower having failed to repay the amount, notice is hereby given to the borrower and the public in general that the undersigned has taken Possession of the property described herein below in exercise of powers conferred on him under section 13(4) of the said Ordinance read with Rule 8 & 9 of the said Rules on this 14/07/2020 and cautioned not to deal with the property. Any dealings with the property will be subject to the charge of the M/s. Muthoot Housing Finance Company Ltd., for an amount Rs. 11,35,823.07/- further It has been decided to sell the Secured Asset on "as is where is", "as is what is", "whatever there is" and "no recourse" basis/conditions by inviting sealed tenders from public in respect of the secured debt amounting to amount in below with further interest and expenses thereon till final payment of the overdue from Borrowers.

Sr. No.	Name of Borrower/ Co-Borrower/ Guarantor	Description of Mortgaged Property	Property Possession Date	Total Outstanding Amount	Reserve Price (Rs.)	E.M.D. (Rs.)
1	JAGDISH MODI JYOTI MODI LAN No. :- 18100001964	PLOT NO 25, ANURADHA NAGAR, NEAR BY- TEJAJI NAGAR BY PASS, INDORE. 452001	14/07/2020	11,35,823.07/- AS on Date 31/12/2015	5,50,000/-	55,000/-
Inspection Date & Time : 31-07-2020 & 04-08-2020 at 10.00 AM to 03.00 PM						
Sale Date, Time & Place : 18-08-2020 at 10.00 AM to 03.00 PM Muthoot Housing Finance Company Limited. 9/2 Bhawanipur Colony, Annapurna Road, Indore 452009.Madhya Pradesh						

Intending bidders may inspect the properties on the date and time as mentioned above.

Terms & Conditions of public auction:-

- 1) Sale is strictly subject to the terms and conditions mentioned hereunder as also the terms and condition mentioned in the offer/ tender document to be submitted by the intending bidders.
- 2) The property will be sold on "As is where is" and "As is what is" "whatever there is" and "no recourse" condition, including encumbrances, if any.
- 3) The properties under auction can be inspected on the date & time specified above. For any queries with regards to inspection of properties or submission of tenders, kindly establish contact to The Authorised **Muthoot Housing Finance Company Limited.9/2 Bhawanipur Colony, Annapurna Road, Indore 452009.Madhya Pradesh - Contact to Mr. Ankit Goel on Mobile No. 7008254155** The interested buyers may send their offers for the above property in a sealed cover along with Demand Draft Payable at Mumbai favoring "Muthoot Housing Finance Company Limited", towards earnest money deposit (EMD) at the above mentioned office address of The Authorised Officer on one working day before the date of Auction.
- 4) 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 invalid offers, and accordingly shall be rejected. The Earnest money deposit shall not carry any interest.
- 5) Along with offer documents, the intending bidder shall also attach a copy of the PAN card issued by the Income Tax department AND bidder's identity proof and the proof of residence such as copy of the Passport, Election Commission Card, Ration Card, Driving license etc.
- 6) In no eventuality the property would be sold below the reserve price.
- 7) The bidders present in the auction would be allowed to increase their offer multiples of Rs.10000/- in addition to Reserve Price fixed.
- 8) The Property shall be sold to the highest bidder / offer, subject to acceptance of the bid by the secured creditor, i.e., M/s Muthoot Housing Finance Company Ltd. The undersigned has the discretion to accept or reject any offer / Tender without assigning any reason.
- 9) All dues and outgoings, i.e., Municipal Taxes, Maintenance / Society Charges, Electricity and water taxes or any other dues including Stamp Duty, Registration Charges, Transfer Charges and any other expenses and charges in respect of the registration of the Sale Certificate in respect of the said properties shall be paid by the successful bidder/purchaser.
- 10) The successful bidder/purchaser shall have to pay 25% of the purchase amount (after adjusting the E.M.D. already paid) within 2 working days from the acceptance of the offer by the Authorized Officer in respect of the sale, failing which, the earnest money deposit will be forfeited.
- 11) The balance 75% of the Sale price shall have to be paid within 30 days of conveying the confirmation of the sale to the successful Purchaser by

the Authorized Officer or such extended period as agreed upon in writing by and solely at the discretion of the Authorized officer. In the event of the default in payment of the balance 75% of the sale price or any part thereof, within the prescribed period, the amount deposited shall be forfeited and the secured creditor will be at liberty to sell the property once again and the defaulting Purchaser shall forfeit all claims to the property or to any part of the sum already paid towards the purchase thereof.

- 12) The Demand draft / Pay order deposited towards the Earnest money shall be returned to unsuccessful bidders.
- 13) The immovable property described herein above shall remain and be at the sole risk of the successful purchaser in all respects including loss or damage by fire or theft or other accidents, and other risk from the date of the confirmation of the Sale by the undersigned Authorized Officer. The successful bidder shall not be entitled to annul the sale on any ground of whatsoever nature.
- 14) The Authorized officer is not bound to accept the highest offer or any or all offers and M/s Muthoot Housing Finance Company Ltd., as secured creditor, reserves its right to reject any or all bid(s) without assigning any reasons. In case, the bids are rejected, Authorized officer can negotiate with any of the tenderer or intending bidders or other parties for sale of the property by private treaty.
- 15) No persons other than the intending bidders/offerer themselves, or their duly Authorized representative shall be allowed to participate in the auction/sale proceedings.
- 16) The Authorized officer reserves his right to vary any of the terms and condition of this notice for sale, without prior notice, at his discretion.
- 17) In case, all the dues together with all cost, charges and expenses incurred by the Secured Creditor are tendered by the above name borrower / co-borrower till **one working day prior to the date of Auction** then the property will not be sold and all the bids received from the prospective bidders shall be returned to them without any liability / claim against M/s Muthoot Housing Finance Company Ltd.

The borrower/guarantor/mortgage are hereby given **STATUTORY 30 DAYS NOTICE UNDER RULE6(2), 8(6) & 9(1) OF SARFAESI ACT** to discharge the liability in full and pay the dues as mentioned above along with upto date interest and expenses with in 15days from the date of this notice failing which the Secured Asset will be sold as per the terms and conditions mentioned above. In case there is any discrepancy between the publications of sale notice in ENGLISH and VERNACULAR newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be consider as the final copy, thus removing the ambiguity. If the borrower / guarantor/mortgagers pays the amount due to Bank, in full before the date of sale, auction is liable to be stopped.

Place : Indore
Date: 17/07/2020

Sd/-
Authorised Officer
For Muthoot Housing Finance Company Limited