

## 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 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") has taken the possession of under mentioned properties (hereinafter referred to as "Secured Asset") and held as security in respect of HOUSING Loan facilities granted to below mentioned customers (hereinafter referred to as "Borrowers") and 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.<br>No. | Name of Borrower/ Co-Borrower/<br>Guarantor   | Description of Mortgaged Property  | Property<br>Possession<br>Date | Total<br>Outstanding<br>Amount           | Reserve<br>Price (Rs.) | E.M.D.<br>(Rs.) |
|------------|---|--|--------------------------------|--|------------------------|-----------------|
| 1          | DEBKUMAR BHATTACHARYA<br>ARCHANA DEBKUMAR<br>BHATTACHARYA<br>LAN No :- 10102001449  | FLAT NO 302 3RD FLOOR JOYTI<br>PALACE CHSL EVEREST HILL<br>COMPOUND NAVGHAR ROAD<br>SIDDHIVINAYAK CROSS LANE THANE<br>MAHARASHTRA 401105 INDIA | 29-04-2016                     | 1135288.55/-<br>AS ON DATE<br>05-01-2016 | 10,00,000/-            | 1,00,000/-      |
|            | Inspection Date & Time : 17-11-2020 & 19-11-2020 at 10.00 AM to 05.00 PM<br>Sale Date & Time : 02-11-2020 at 10.00 AM to 05.00 PM   |  |                                |  |                        |                 |
|            | Place : Muthoot Housing Finance Co Ltd, E-5 , Charm Star, 1st Floor, Near Bail Bazar, Above HDFC Bank, Kalyan (W), Thane – 421301 .<br>Sandeep Hire – Mobile - 9594338319 |  |                                |  |                        |                 |

## 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 Officers at respective locations on above mention contact numbers. The interested buyers may send theirs 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) 10% of Reserve Price 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 : Mumbai Date: 01/10/2020 Sd/-Authorised Officer For Muthoot Housing Finance Company Limited