

AUCTION SALE NOTICE OF IMMOVABLE SECURED ASSETS
(Issued under Rule 8(6) and 9(1) of the security interest (Enforcement) Rules, 2002)

SRGHFL/LEGAL/SAR/AUC/2024/1787/2642/4

DATE – NOVEMBER 21, 2024

TO,

MR. KUSHAL GANDHARV S/O MR. KANHAIYA LAL,
126, PIPLIYA HADI, TEHSIL – MANASA,
DISTRICT – NEEMUCH – 458110 (MADHYA PRADESH)
M.NO.- 9981887455

(BORROWER)

MRS. DEVKANYA BAI W/O MR. KUSHAL,
126, PIPLIYA HADI, TEHSIL – MANASA,
DISTRICT – NEEMUCH – 458110 (MADHYA PRADESH)
M.NO.- 9981887455

(CO-BORROWER)

MR. KANHAIYA LAL S/O MR. MATHURALAL,
126, PIPLIYA HADI, TEHSIL – MANASA,
DISTRICT – NEEMUCH – 458110 (MADHYA PRADESH)
M.NO.- 9981887455

(CO-BORROWER - 2)

MRS. KAMLA BAI W/O MR. KANHAIYA LAL,
126, PIPLIYA HADI, TEHSIL – MANASA,
DISTRICT – NEEMUCH – 458110 (MADHYA PRADESH)
M.NO.- 9981887455

(CO-BORROWER - 3)

MR. SAMRATH GUJAR S/O MR. BABU LAL,
37, PIPLIYA HADI, TEHSIL – MANASA,
DISTRICT – NEEMUCH – 458110 (MADHYA PRADESH)
M.NO.- 8103320487

(GUARANTOR – 1)

MR. DINESH GANDHARV S/O MR. MOHAN LAL,
129, PIPLIYA HADI, TEHSIL – MANASA,
DISTRICT – NEEMUCH – 458110 (MADHYA PRADESH)
M.NO.- 917937885

(GUARANTOR – 2)

REF: RECOVERY ACTIONS INITIATED AGAINST YOU UNDER THE PROVISIONS OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 (HEREINAFTER REFERRED TO AS "ACT") READ WITH SECURITY INTEREST (ENFORCEMENT) RULES, 2002 (HEREINAFTER REFERRED TO AS "RULES") RELATED TO SRGHFL LOAN AGAINST ACCOUNT NUMBER – HLR0000000002642 FOR SECURED/ SANCTIONED AMOUNT OF RS. 2,00,000 /- (RUPEES TWO LAKH ONLY)

SUB: AUCTION SALE OF IMMOVABLE SECURED ASSETS NOTICE U/R 8(6) AND 9(1) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002

Sir/Madam,

At your request, the **SRG Housing Finance Limited (SRG HFL) (CIN: L65922RJ1999PLC015440)** is a housing finance company incorporated under The Companies Act 1956, registered with National Housing Bank (N.H.B.) and regulated by Reserve Bank Of India (R.B.I.) and/or National Housing Bank (N.H.B.), through its registered office – **321 S.M. Lodha Complex, Near Shastri Circle, Udaipur - 313001 (Rajasthan)** and is a notified company under the SARFAESI ACT, 2002 by Ministry of Finance on December 18, 2015 and is engaged inter-alia in the business of rendering finance/loan facilities, to the intending borrowers, primarily against the security of 'immovable property' from time to time, have granted you credit facility by way of financial assistance against assets creating a security interest in favor of the **SRG Housing Finance Limited**.

You have been availed of the financial assistance with an undertaking for repayment of the said financial assistance in terms of the said agreement(s) / document(s).

You the above-named addressee borrower/co-borrower(s) and guarantor(s) (Hereinafter all the above-named addressee be collectively referred as "**Borrowers**").

We hereby inform you the above-named addresses that SRGHFL is the secured creditor, and the debt owing to SRGHFL is a secured debt inter-alia on the said secured asset, which is a secured asset of SRGHFL. The term borrower has been defined under section 2(f) of the SARFAESI Act, 2002 and means any person who has been granted financial assistance by Bank/Financial Institution or who has given any guarantee or created any mortgage/created charge as security for the said financial assistance granted by the Bank/Financial Institution. Hence, all and each of the borrowers/guarantors of SRGHFL, who are under a liability to SRGHFL, have made default in payment of secured debt including interests in respect thereof.

Please refer to the **DEMAND NOTICE ISSUED U/S 13(2) OF SARFAESI ACT, 2002 DATED 01-07-2021** to discharge in full your liabilities stated in the notice within 60 days from the date of receipt of the said notice along with future interest at the contractual rate on the amount stated in that notice together with incidental expenses, cost, charges, penal interest etc.

Also, please refer to the **POSSESSION NOTICE** dated **22-10-24** issued to you regarding taking possession of the secured assets at more fully described in the schedule below and the publication of the said possession notice in **BUSINESS STANDARD (IN HINDI) AND BUSINESS STANDARD (IN ENGLISH)** on dated **26-10-24** by the undersigned for the purpose of realization of the secured creditor under the provisions of the SARFAESI Act, and rules thereunder.

You the above-named borrowers/mortgagors/guarantors have failed to pay the dues in full save and except payments, if any, after issuance of **Demand notice dated 01-07-2021**, Hence it is proposed to sell the secured assets mentioned in the schedule below on "As Is Where Is Basis", "As Is What Is Basis", "Whatever There Is Basis", and "No Recourse Basis" condition under section 13(4) of the said ACT read with rules (8) & (9) of the said RULES.

After appropriating the aforesaid repayments, if any, the dues in the loan account are ₹ **1,79,700 /- RUPEES ONE LAKH SEVENTY-NINE THOUSAND AND SEVEN HUNDRED ONLY** as on **MARCH 18, 2021** along with future interest at contractual rates and rests, besides costs/charges, incidental expenses, penal interest, etc., w.e.f. **MARCH 19, 2021** incurred till the date of repayment in full.

We hereby give you notice of 30 days that the below mentioned secured assets shall be sold by the undersigned on **DECEMBER 26, 2024 between 11:00 AM TO 01:00 PM** hours through **Auction** at the office of **SRG HOUSING FINANCE LIMITED AT HOUSE NO. 55, SINDHI COLONY, INFRONT OF AMRITKUMBH PRESS, NEEMUCH- 458441(MADHYA PRADESH)**.


A copy of the Sale/Auction notice inviting offers for auction setting out the terms & conditions of sale such as particulars of the secured asset, the dues of the Bank, reserve price, earnest money deposit, date and time fixed for inspection, last date for submission of offers and date, time of sale etc., is **uploaded on the official site of company for your ready information**. Please also be advised that the said sale notice will also be published in two leading newspapers shortly.


DETAILS OF THE IMMOVABLE PROPERTY SECURED WITH SRGHFL

(All piece and parcel of PLOT & BUILDING and made thereon)

NAME OF OWNER(S) AND CO-OWNER(S) OF PROPERTY	MR. KUSHAL GANDHARV S/O MR. KANHAIYA LAL
IMMOVABLE PROPERTY DETAILS	
PROPERTY LOCATION	HOUSE NO. – 126, PATWAR HALKA NO. – 36, GRAM – PIPLIYAN HADI
TEHSIL	MANASA
DISTRICT	NEEMUCH
STATE	MADHAYA PRADESH
AREA OF LAND	520.00 SQ. FT.
SURROUNDED BY	
EAST	ROAD / GALI
WEST	ROAD
NORTH	HOUSE OF SURESH S/O RAM LAL REGAR



info@srghousing.com 

www.srghousing.com 

SOUTH	SHOP OF BHIM S/O JAISINGH
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Date: - NOVEMBER 21, 2024

Place: - NEEMUCH

Authorized Officer
SRG Housing Finance Limited

ENCLOSED: Auction-Sale notice containing terms and conditions.

PUBLIC NOTICE FOR AUCTION-SALE OF IMMOVABLE PROPERTY

[UNDER SARFAESI ACT READ WITH PROVISIO TO RULE 8(16) OF SECURITY INTEREST (ENFORCEMENT) RULES]

Whereas the Authorized Officer of SRG Housing Finance Limited (hereinafter referred as the SRGHFL), under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred as the 'Act') and in exercise of powers conferred under Section 13(12) read with the Security Interest (Enforcement) Rules, 2002 (hereinafter referred as 'Rules') issued Demand Notice under Section 13(2) of the Act calling upon the below-mentioned amount due together with further interest thereon at the contractual rate plus all costs, charges and incidental expenses etc. till the date of payment within 60 days from the date of the said notice.

The Borrower/Co-Borrower(s)/Mortgagor(s)/Guarantor(s) having failed to repay the said amount within the specified period, the authorized officer has taken over physical possession in exercise of powers conferred under Section 13(4) of the Act read with the said Rules, which is to be sold by way of auction on "As Is Where Is Basis", "As Is What Is Basis", "Whatever There Is Basis", and "No Recourse Basis" for realization of Financial Institution's due under Rules 8 and 9 of Rules by inviting tenders/bids as per below Auction schedule:

AUCTION DISCRPTIONS

SR.NO.	PARTICULARS	DETAILS
1	DESCRIPTION OF PROPERTIE(S)	Equitable Mortgage of Land & Building, together with buildings and structures constructed, to be constructed thereon along with fixtures and fittings attached to the earth and anything attached to the earth and made thereon, bearing Property Details: - IN THE NAME OF MR. KUSHAL GANDHARV S/O MR. KANHAIYA LAL HAVING PROPERTY HOUSE NO. – 126, PATWAR HALKA NO. – 36, GRAM – PIPLIYAN HADI TEHSIL - MANASA, DISTRICT - NEEMUCH (MADHYA PRADESH) ADMEASURING 520.00 SQ. FT. SURROUNDED BY: - EAST – ROAD / GALI WEST – ROAD NORTH – HOUSE OF SURESH S/O RAM LAL REGAR SOUTH – SHOP OF BHIM S/O JAISINGH
2	KNOWN ENCUMBRANCES (IF ANY)	NOT KNOWN TO THE SECURED CREDITOR
3	RESERVE PRICE (IN RUPEES)	₹ 3,31,000/- (RUPEES THREE LAKH THIRTY-ONE THOUSAND ONLY)
4	EMD DATE & AMOUNT (IN RUPEES)	₹ 33,100/- (RUPEES THIRTY-THREE THOUSAND AND HUNDRED ONLY) (DATE- TILL DECEMBER 23, 2024 BEFORE 4.00 PM)
5	DEPOSIT MODE	DEMAND DRAFT/RTGS/NEFT
6	ACCOUNT DEATILS	NAME – SRG HOUSING FINANCE LIMITED

		BANK NAME – STATE BANK OF INDIA ACCOUNT NO. – 31647161123 IFSC CODE – SBIN0004082 ADDRESS – SME BRANCH, UDAIPUR (RAJ.)
7	BID INCREMENTAL AMOUNT	₹5,000/-
8	DATE / TIME / VENUE FOR BIDDING	DATE – DECEMBER 26, 2024 TIME – 11.00 AM TO 01.00 PM VENUE – Office of SRG Housing Finance Limited, HOUSE NO. 55, SINDHI COLONY, INFRONT OF AMRITKUMBH PRESS, NEEMUCH– 458441 (MADHYA PRADESH)
9	INSPECTION OF PROPERTIES	AS PER PRIOR APPOINTMENT OF AUTHORIZED OFFICER (BETWEEN 10:30 AM TO 04:00 PM)
10	RETURN OF EMD OF UNSUCCESSFUL BIDDERS	WITHIN 15 WORKING DAYS FROM THE DATE OF AUCTION
11	LAST DATE FOR PAYMENT OF 25% OF ACCEPTED HIGHEST BID FOR CONFIRMED SUCCESSFUL BIDDERS (INCLUSIVE OF EMD)	THE PAYMENT SHOULD BE MADE LATEST BY NEXT WORKING DAY FROM THE DATE OF BID CONFIRMATION
12	LAST DATE FOR PAYMENT OF BALANCE 75% OF HIGHEST BID	WITHIN 15 DAYS FROM THE DATE OF BID CONFIRMATION
13	AUTHORISED OFFICER	MR. LAXMINARAYAN NAGDA
14	CONTACT NO.	+917230027099

LOAN DETAILS

(Detailed Terms & Condition of auction sale of secured asset under SARFAESI Act and Rules)

SR.NO.	PARTICULARS	DETAILS
1	PARTY DETAILS	1. MR. KUSHAL GANDHARV S/O MR. KANHAIYA LAL 2. MRS. DEVKANYA BAI W/O MR. KUSHAL GANDHARV 3. MR. KANHAIYA LAL S/O MR. MATHURA LAL 4. MRS. KAMLA BAI W/O MR. KANHAIYA LAL 5. MR. SAMRATH GUJAR S/O MR. BABU LAL 6. MR. DINESH GANDHARV S/O MR. MOHAN LAL
2	DATE OF DEMAND NOTICE [U/S 13(2) OF SARFAESI ACT]	01-07-2021
3	AMOUNT OF DEMAND NOTICE [U/S 13(2) OF SARFAESI ACT]	₹ 1,79,700/- RUPEES ONE LAKH SEVENTY-NINE THOUSAND AND SEVEN HUNDRED ONLY as on MARCH 18, 2021 ALONG WITH FUTURE INTEREST AT CONTRACTUAL RATES AND RESTS, BESIDES

		COSTS/CHARGES, INCIDENTAL EXPENSES, PENAL INTEREST, ETC., W.E.F MARCH 19, 2021 INCURRED TILL THE DATE OF REPAYMENT IN FULL.
4	DATE OF POSSESSION	22-10-2024
5	PUBLICATION DATE OF POSSESSION NOTICE	26-10-2024
6	OUTSTANDING DUES (₹)	₹ 2,88,300/- RUPEES TWO LAKH, EIGHTY-EIGHT THOUSAND AND THREE HUNDRED ONLY as on NOVEMBER 20, 2024 ALONG WITH FUTURE INTEREST AT CONTRACTUAL RATES AND RESTS, BESIDES COSTS/CHARGES, INCIDENTAL EXPENSES, PENAL INTEREST, ETC., W.E.F NOVEMBER 21, 2024 INCURRED TILL THE DATE OF REPAYMENT IN FULL.

IMPORTANT TERMS & CONDITIONS

1. The property is being sold on "**AS IS WHERE IS BASIS**", "**AS IS WHAT IS**", "**WHATEVER THERE IS**" and "**No recourse**" BASIS.
2. Particulars of the property/ assets (viz extent & measurements specified in the Auction Sale Notice has been stated to the best of information of the financial institution shall not be answerable for any error, misstatement or omission. Actual extant & dimensions may differ.
3. Auction Sale Notice issued by the Financial Institution is an invitation to the general public to submit their bids and the same does not constitute and will not be deemed to constitute any commitment or representation on the part of the Financial Institution. Interested bidders are advised to peruse the copies of title deeds with the financial institution and to conduct own independent enquiries/ due diligence about the title & present condition of the property/ assets and claims/dues affecting the property before submission of bid/s.
4. To the best knowledge and information of the authorized officer, there is no encumbrance on the property. However, the intending Tenderer/Bidder should make their own independent enquiries regarding to the encumbrances, title of the property put on auction, approved/sanctioned plan from appropriate statutory authority and claims/rights/dues affecting the property, prior to submitting their bid. The property is being sold with all the existing and future encumbrance whether known or unknown to the secured creditor.
5. The property shall not be sold below the reserve price.
6. For participating in auction, intending Tenderer/Bidder to take part in auction shall deposit **EMD (Earnest Money Deposit) of 10% of RESERVE PRICE shall be payable by interested bidders through DD (DEMAND DRAFT) on or before DECEMBER 23, 2024 by 4.00 pm in Favor of SRG Housing Finance Limited, Udaipur (Rajasthan).**
7. The tenderer/bidder will have to abide by rules and regulations of the Local Authority with respect to transfer or use of the said property.
8. As per section 194 of Income Tax Act (as amended time to time), if property is sold above 50 Lakhs, then buyers will have to pay appropriate TDS to the Government treasury and the TDS certificate has to be deposited in the Financial Institution.

9. The intending bidders should submit the duly filled in Bidder Registration Form (format available at www.srghousing.com) along with the enclosure (KYC Documents and original Demand Draft D.D. of EMD) towards EMD in a sealed cover addressed to the Authorized Officer, SRG Housing Finance Limited, **Registered Office – HOUSE NO. 55, SINDHI COLONY, INFRONT OF AMRITKUMBH PRESS, NEEMUCH– 458441(MADHYA PRADESH) latest by 4:00 pm on DECEMBER 23, 2024.** The sealed cover should be super scribed with "Bidder Registration for participating in Auction-Sale" and scan copies to be forwarded to the **AUTHORIZED OFFICER to MR. LAXMINARAYAN NAGDA on legal.neemuch@srghousing.com so as to reach on or before DECEMBER 23, 2024 by 4:00 pm.**
10. The KYC documents are: (i) Proof of identification (KYC) viz. Voter ID Card/Driving Licenses/ Passport / Aadhar Card etc. (ii) Current address proof of communication (ii) PAN Card of the bidder (iv) Valid E-Mail ID (v) contact number (Mobile/Landline) etc., of bidders.
11. In case of joint Bidders/Tenderers, an authorization letter signed by all the Bidders/Tenderers authorizing actual Bidders/Tenderers to submit and participate in the Bid on their behalf should be attached to the Bid form.
12. The bid price to be submitted shall be above reserve price and bidder shall improve their further offer in multiples of **5,000/- (Rupees Five Thousand Only)**
13. Tender/Bid once made shall not be cancelled or withdrawn. All Tender/Bid given by the Bidder will be deemed to have been made by him alone.
14. After expiry of the last date of submission of bids with EMD, Authorized Officer shall examine the bids received by him and confirm the details of the qualified bidders (who have quoted their bids over and above the reserve price and paid the specified EMD with the Financial Institution) to the service provider to enable them to allow only those bidders to participate in the online inter se bidding/auction proceedings at the date and time mentioned in Auction Sale Notice.
15. The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and same shall be adjusted towards the sale price and the EMD of unsuccessful bidder shall be refunded. Bidders, not depositing the required EMD, will not be allowed to participate in Auction. The Earnest Money Deposit (EMD) shall not bear any interest.
16. Tenderers/bidders are advised to inspect the property and verify the title bids and documents of the property and be satisfied before submitting their tender/bids for taking part in the auction sale proceeding.
17. The authorized officer is not bound to accept the highest tender/bid or any or all tender/bid and reserve the right to accept or reject any or all the tender/bids or cancel, postponed the auction without assigning any reason thereof.
18. The highest Tenderer/Bidder will be declared as successful bidder subject to fulfillment other terms and conditions. In case of receipt of more than one tender/bid, auction amongst the eligible Tenderer/Bidders will be conducted.
19. The successful bidder shall deposit 25% of the bid amount/sale price (Including EMD) on the same day and in any case not more than next day. The balance 75% of the bid amount shall be paid within 15 days from the date of confirmation of the sale by the secured creditor. All deposit and payment shall be through D.D./NEFT/RTGS/Fund Transfer in SRGHFL'S STATE BANK OF INDIA Account No. 31647161123, IFSC Code- 58/N0004082, State Bank of India, SME Branch, Udaipur (Rajasthan).
20. In case of default in payment at any stage by the successful bidder/auction purchaser within the stipulated period of time, the sale in the favor of him will be cancelled and the amount already paid him will be fortified to the secured creditor. If the first bidder does not deposit the money with the BID within the specified period, the second highest bid will be considered at the discretion of the officer or the property will be re-listed for sale.

21. No interest is applicable to any deposit/payment/EMD/etc. made by the Tenderers/Bidders/successful bidders in respect of this sale of secured asset.
22. The purchaser has to bear the cess, sales tax (if applicable) and any other statutory dues or other dues like municipal tax, electricity charges, land use conversion charges, society charges, maintenance charges and all other incidental costs, charges including all taxes and rates outgoing relating to the properties.
23. Sale certificate shall be issued in the prescribed format in favor of successful bidder only.
24. The successful bidder shall have to arrange for registration etc., at his cost of the sale certificate as per the provision of the stamp Act and the registration Act. The successful bidder shall bear the charges payable for conveyance, registration fees, stamp duty etc., as Applicable.
25. In case of sale of property found subject to any encumbrances, the successful bidder/purchaser shall deposit money required to discharge the encumbrance including interest, cost etc.
26. In case of auction schedule is stopped or stayed or postponed, it will be communicated to all Tenderer/Bidder. In case of cancelation of auction, the intending bidder shall be intimated by call or message or e-mail as provided by the intending bidder.
27. Property offered in this auction may be subject to ongoing litigation or may have had a case filed by the borrower in any court of India. All potential tenderer/bidders are hereby informed that, in accordance with legal requirements, any such legal issues pertaining to the property will be communicated to all interested parties before the auction proceedings. It is the responsibility of all bidders to conduct their due diligence and be fully aware of the legal status of the property prior to participating in the auction.
28. Decision of the Authorized officer regarding declaration of successful bidder shall be final and binding on all the bidders.
29. The EMD of the unsuccessful bidder will be refunded to their respective A/c numbers shared with the Bank. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).
30. In case of forfeiture of the amount deposited by any defaulting bidder, he shall neither have claim on the property nor on any part of the sum for which may it be subsequently sold.
31. The borrower/mortgagor/guarantor attention is invited to the provision of Sub Section (8) of section 13 of the Act, in respect of time available to redeem the secured asset.
32. The sale of the property is under the provisions of securitization and reconstruction of financial asset and enforcement of security interest Act 2002. All the Tenderers/Bidders shall be deemed to have read and understood the terms and conditions of sale as per the Act and the Rules and be bound by them.
33. Any disputes/differences arising out of sale of Immovable property (ies)/ secured asset(s) offered for sale shall be subject to the exclusive jurisdiction of Courts/tribunals at Udaipur (Rajasthan) Only.
34. Municipal/Panchayat Taxes, Electricity dues (if any) have to be paid by the successful bidder before issuance of the sale certificate. Bids shall be made taking into consideration of all the statutory dues pertaining to the property.
35. Sale Certificate will be issued by the Authorized Officer in favor of the successful bidder only upon deposit of entire purchase price / bid amount and furnishing the necessary proof in respect of payment of all taxes/ charges.
36. The auction purchaser shall be required to bear all necessary expenses like stamp duty, registration expenses, transfer fee and other charges etc. for transfer of secured asset(s)/ immovable property (ies) in his/her/their name(s).
37. The Financial Institution reserves its right to accept or reject highest, any or all offers(s) without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the

- tenderers/bidders or to sell the secured asset(s)/immovable property(ies) through private negotiations with any of the tenderers/bidders or any other party/parties. The Financial Institution's decision in this behalf shall be final.
38. The Financial Institution will be at liberty to amend/modify/delete any of the above conditions at its sole discretions as may be deemed necessary or warranted in the light of facts and circumstances of the case without giving any further notice to the bidders/tenderers and tenderers/bidders shall be deemed to have accepted such revised terms and would accordingly be bound by them.
 39. The decision of the Authorized Officer is final, binding and unquestionable. The authorized officer is not bound to accept the highest bid or any or all bid and reserve the right to accept or reject any or all the bids or cancel, postponed the auction without assigning any reason thereof.
 40. The sale is subject to confirmation by the Financial Institution.
 41. For Inspection of the properties, the intending bidders may contact official to **Mr. Laxminarayan Nagda (Mobile - 7230027099) at HOUSE NO. 55, SINDHI COLONY, INFRONT OF AMRITKUMBH PRESS, NEEMUCH– 458441(MADHYA PRADESH) during office hours from 10:30 AM to 4:00 PM.**
 42. The sale shall be subject to rules/conditions prescribed under the Securitizations & Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002
 43. The Notice is also applicable to Borrower(s), Guarantor (s) and the public in general.
 44. This notice can be viewed & download the attachment on <https://www.srghousing.com/Auction>

Date: - NOVEMBER 21, 2024

Place: - NEEMUCH

Authorized Officer
SRG Housing Finance Limited