# **APPENDIX IV-A**

#### Sale Notice for sale of Immovable Property

E-Auction Sale Notice for 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) and Rule 9(1) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and to the Borrower (s) and Guarantor (s) that the below described immovable property

mortgaged to Sammaan Capital Limited (formerly known as Indiabulls Housing Finance Ltd.) [CIN: L65922DL2005PLC136029] ("Secured

Creditor"), will be sold on "as is where is", "as is what is" and "whatever there is" basis, for recovery of outstanding dues together with

further interest, charges and costs etc., as detailed below in terms of the provisions of the Securitization and Reconstruction of Financial

Assets and Enforcement of Security Interest Act, 2002 ("Act") read with Rules framed thereunder.

Loan Account No. and Name of the Borrower	Outstanding amount	Possession type	Date and time of auction, Reserve Price (RP) and Earnest Money Deposit	Property Decription
Loan Account No. HHLBOI00284148 Borrower(s): 1) NARESH NARAYAN PATHARE 2) YOGESH D SALUNKHE	Rs.18,99,021/- (Rupees Eighteen Lakh Ninety Nine Thousand Twenty One Only) as on 04.11.2025 with applicable future interest w.e.f. 05.11.2025	Physical possession	29.11.2025 from 05.00 P.M. to 06.00 P.M. RP- Rs.12,85,000/- (Rupees Twelve Lakh Eighty Five Thousand Only) EMD- Rs.1,28,500/- (Rupees One Lakh Twenty Eight Thousand Five Hundred Only)	FLAT NO. 307, 3RD FLOOR, BLOCK-C1, VBHC GREENWOODS, DEVKHOP VILLAGE, AMBACHAPADA, PALGHAR EAST, THANE, MAHARASHTRA- 401404.
Loan Account Nos. HHLKAL00290354 and HHEKAL00291976 Borrower(s): 1) SURESH P. GOUNDER 2) KALAIVANI S. GOUNDER	Rs.25,95,646/- (Rupees Twenty Five Lakh Ninety Five Thousand Six Hundred Forty Six Only) i.e., Rs.22,39,927/- (Rupees Twenty Two Lakh Thirty Nine Thousand Nine Hundred Twenty Seven Only) pending Towards Loan Account No. HHLKAL00290354; and Rs.3,55,719/- (Rupees Three Lakh Fifty Five Thousand Seven Hundred Nineteen Only) pending towards Loan Account No. HHEKAL00291976 as on 04.11.2025 with applicable future interest w.e.f. 05.11.2025	Physical possession	29.11.2025 from 05.00 P.M. to 06.00 P.M. RP- Rs.13,68,000/- (Rupees Thirteen Lakh Sixty Eight Thousand Only) EMD- Rs.1,36,800/- (Rupees One Lakh Thirty Six Thousand Eight Hundred Only)	FLAT NO. 216 HAVING CARPET AREA OF 320 SQ FT, 2ND FLOOR, IN B-WING OF BUILDING NAMED "SATYAM SHEELA", CONSTRUCTED ON SURVEY NO. 72, HISSA NO. 4 AND SY NO. 73, HISSA NO. 1B, VILLAGE SHIRGAON, TALUKA AMBERNATH, BADLAPUR (EAST), THANE- 421503, MAHARASHTRA
Loan Account No. HHLBOR00343284 Borrower(s): 1) NITIN PANDURANG MANVAL 2) NUTAN NITIN MANVAL 3) NIRAJ DATTATRAY PATIL	Rs.45,97,174/- (Rupees Forty Five Lakh Ninety Seven Thousand One Hundred Seventy Four Only) as on 04.11.2025 with applicable future interest w.e.f. 05.11.2025	Physical possession	29.11.2025 from 05.00 P.M. to 06.00 P.M. RP- Rs.20,66,000/- (Rupees Twenty Lakh Sixty Six Thousand only) EMD- Rs.2,06,600/- (Rupees Two Lakh Six Thousand Six Hundred only)	FLAT NO. 601, 6TH FLOOR, RAUT ARCADE, NEAR MOHAN PALMS, SHIRGAON, BADLAPUR (E), THANE 421503, MAHARASHTRA

Loan Account No.	Rs.30,74,397/- (Rupees Thirty	Physical	29.11.2025 from 05.00	RESIDENTIAL FLAT BEARING
HHLKAL00274238	Lakh Seventy Four Thousand	possession	P.M. to 06.00 P.M.	NO403 ADMEASURING 389
Borrower(s):	Three Hundred Ninety Seven		RP- Rs.13,75,000/-	SQ FT, THEREABOUT OF
1) YOGESH	Only) as on 04.11.2025 with		(Rupees Thirteen Lakh	CARPET AREA (INCLUDING
PANDHARINATH	applicable future interest w.e.f.		Seventy Five Thousand	BALCONY, CUPBOARD
DAHALE	05.11.2025		Only)	WINDOW AND DOOR SILLS,
2) VANDANA YOGESH			EMD- Rs.1,37,500/-	SERVICE AREA, ETC) ON 4TH
DAHALE			(Rupees One Lakh Thirty	FLOOR, ON BUILDING NO. 6-
			Seven Thousand Five	K, IN HOUSING PROJECT TO
			Hundred Only)	BE KNOWN AS "SHUBH
				VASTU", AT VILLAGE
				KHATIVALI, TALUKA
				SHAHAPUR, THANE- 421604,
				MAHARASHTRA

DATE: 06.11.2025 Place: THANE Authorised Officer
Sammaan Capital Ltd
(formerly known as Indiabulls Housing Finance Limited)

For detailed terms and conditions of sale, please refer to the link provided on the website of the Secured Creditor i.e. <a href="www.sammaancapital.com">www.sammaancapital.com</a>; Contact No: 0124-6910910, +91 7065451024; E-mail id: <a href="auctionhelpline@sammaancapital.com">auctionhelpline@sammaancapital.com</a> For bidding, log on to <a href="www.auctionfocus.in">www.auctionfocus.in</a>

# Detailed Terms and Conditions of Online Public Auction (e-Auction) for Sale of the Scheduled Property(ies).

# **Procedure for e-Auction:**

- 1) All interested Bidder(s) shall be required to register on the e-Auction website, i.e. <u>www.auctionfocus.in</u>, using his/her Name, Address, Mobile Number and E-mail id. Upon verification of the concerned E-mail I'd, the interested bidder(s) can log on to the e-auction platform by using his/her username and password. Subsequent to login, a Tender Document will be visible on the e-Auction portal.
- 2) All interested Bidder(s) need to fill the Tender Document available online on the e-Auction website, i.e. <u>www.auctionfocus.in</u> with all details sought in the Tender Document provided by the Auctioneer.
- 3) The Tender Document shall be accompanied by Earnest Money Deposit ("*EMD*") equivalent to 10% of the Reserve Price declared by the Auctioneer, which EMD is to be paid by DD/ RTGS/ NEFT/Cheque (subject to approval and clearance) or through any other proper banking channels to the credit and in favour of "SAMMAAN CAPITAL LIMITED"; Account No. 00000040428645185 with State Bank of India, having its branch at COM. BR. GURGAON (04079) and IFSC: SBIN0004079. Thereafter, the interested Bidders shall be required to upload their KYC documents, and/or other relevant documents, along with the proof of EMD, which shall be duly verified by the Auctioneer.
- 4) The Scheduled Property(ies) shall not be sold at a price lower than the prescribed Reserve Price.
- 5) The successful bidder(s) shall pay 25% amount of the sale price (*less* 10% of the Reserve Price paid before submitting the tender) immediately i.e. either on the same day or not later than the next working day. Upon receipt of 25% amount of the sale price, the Auctioneer will issue a Letter of Confirmation in favour of the successful bidder(s), thereby confirming the sale of the Scheduled Property(ies). The remaining balance of the Sale Price shall be paid within 15 days from the date of confirmation of sale, however, the said period to deposit the balance amount of the Sale Price shall not exceed more than 30 days from the date of confirmation of sale by the Auctioneer.
- 6) The successful bidder(s) has to deduct 1% of the Sale Price as TDS in the name of the owner(s) of the property & remit it to Income Tax Department as per section 194 IA of Income Tax Act and only 99% of the Sale Price has to be remitted to the Auctioneer (in case sale price is more than or equal to amount of Rs. 50,00,000/- (Rupees Fifty Lakh Only).
- 7) The Sale Certificate under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Rules 9(6) of the Security Interest (Enforcement) Rules, 2002, will be issued by the auctioneer only on receipt of the entire Sale Price/ and or on receipt of Form 26QB & Challan for having remitted the TDS (in case sale price is more than or equal to amount of Rs. 50,00,000/- (Rupees Fifty Lakh Only).
- 8) In an event of default in payment of any of these amounts, or if the sale could not be completed by reason of default on part of the successful Bidder(s), the Auctioneer shall be entitled to forfeit all amounts paid by the successful Bidder(s) along with an absolute discretion to put up the Scheduled Property(ies) for re-auction/ resale, and such defaulting Bidder(s) shall forfeit all claims with respect to the Scheduled Property(ies), or to any part of the sum for which the Scheduled Property(ies) may be subsequently sold.
- 9) It shall be the duty of the successful Bidder(s) to get the sale certificate duly registered before the concerned Sub-Registrar office at the earliest possible date. If the successful Bidder(s) choses not to get the sale certificate registered in terms of the Judgment dated 11.11.2022, passed by the Hon'ble Supreme Court of India titled as Inspector General of Registration and Another Versus G. Madhurambal and Another [2022 SCC OnLine SC 2079], the successful Bidder(s) shall be wholly and solely responsible for any past, present and future litigation, w.r.t the Scheduled Property(ies), at his own cost and consequence.

# Other Terms and Conditions:

1) The decision of the Auctioneer with respect to the declaration of successful Bidder(s) shall be final and binding on all Bidder(s).

- 2) The Auctioneer shall be at a liberty to cancel the Auction at any time, before declaring the successful Bidder(s), without assigning any reason.
- 3) The EMD of unsuccessful Bidder(s) will be refunded within 15 days of closure of e-Auction, as per the details provided by such Bidder(s) in the "Tender Document" without any interest. The Bidder(s) will not be entitled to claim any interests, costs, expenses and/ or any other charges, if any. It may be noted that the amount shall be refunded to its original source.
- 4) In case of any dispute arising as to the validity of bid, amount of bid, EMD, eligibility of Bidder(s), authorisation of person(s) representing Bidder(s), etc., the interpretation and decision of the Auctioneer shall be final and binding on all Bidder(s). In such an eventuality, the Auctioneer shall in its sole discretion extend the time of auction, as the case may be, an/or be entitled to call off the instant auction and may again put the property to sale on such date and time, as may be decided by the Auctioneer.
- 5) The Auctioneer has an absolute right and discretion to accept or reject any or all bid(s), or to adjourn/ postpone/ / extend/ cancel the auction, or to modify the terms and conditions of the auction, without assigning any reason or providing prior notice.
- 6) The auction will be an online e-Auction conducted on the Auction Website i.e. <a href="www.auctionfocus.in">www.auctionfocus.in</a> from 05:00 PM to 06:00 PM with automated extensions of 5 minutes each. However, the Auctioneer, at its discretion, may decide to extend the time of Auction.
- 7) The Scheduled Property(ies) is strictly offered for sale on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS" basis. The Auctioneer, thus, does not undertake any liability to procure any permission/ license, NOC, etc., in respect of the Scheduled Property(ies) offered for sale. The Auctioneer is also not liable for outstanding dues of water bills, service charges, transfer fees, electricity dues, dues of Municipal Corporation/ local authority/ CHS and/ or other dues, taxes, if any, with respect to the Scheduled Property(ies).
- 8) Bidder(s) are advised, in their own interest, to verify the area of the premises of the Scheduled Property(ies), and any outstanding dues like Sales Tax, Excise Duties, etc., from respective authorities, to their own satisfaction, before submitting the bid.
- 9) The successful Bidder(s) will be required to bear all necessary expenses like stamp duties, registration expenses, etc., for transfer of the Scheduled Property(ies) in the name of such successful Bidder(s).
- 10) The Auctioneer reserves its right to accept or reject any or all bids, without giving any notice or assigning any reason thereof.
- 11) Please note that the Sale Certificate shall only be issued in the name of the successful Bidder(s), in whose name the bid is submitted.
- 12) Words and expressions used herein shall have the same meaning, respectively, as assigned in the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, and the Security Interest (Enforcement) Rules, 2002.

Note: For the State of Karnataka, in terms of the Circular dated 08.01.2025 issued by the Chief Commissioner, Bruhat Bengaluru Mahanagara Palike (BBMP), the Government of Karnataka has mandated for applying to obtain e-Khata for execution of the sale certificate in favour of the successful Bidder(s). In compliance thereof, the Auctioneer shall provide the requisite documents to the successful Bidder(s) for filing an application with the concerned Authorities for obtaining e-Khata, and it shall be the sole responsibility of the successful Bidder(s) to get the e-Khata/ generate EPID with respect to the Scheduled Property(ies), as per the applicable laws, post issuance of sale certificate.