# <u>INDOSTAR HOME FINANCE PRIVATE LIMITED</u> Regd. Office: - One World Center, 20th Floor, Tower 2A, Jupiter Mills Compound, Senapati Bapat Marg, Mumbai – 400013. Email: - contact@indostarcapital.com. CIN Number: -U65990MH2016PTC271587 Contact No.: - Mr. Vijay Bhagat, 9016385691

# **TERMS & CONDITIONS OF SALE THROUGH PRIVATE TREATY** [See Rule 8(8) read with 8(7) of The Security Interest (Enforcement) Rules, 2002]

## SALE OF IMMOVABLE ASSETS CHARGED TO THE INDOSTAR HOME FINANCE PRIVATE LIMITED UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002 (SARFAESI ACT).

The undersigned as Authorized Officer of **INDOSTAR HOME FINANCE PRIVATE LIMITED** (hereinafter referred to as "Secured Creditor") has taken over possession of the schedule property(ies) us/ 13(4) of the SARFAESI Act.

Public at large is informed that the scheduled property(ies) as described hereunder is going for sale through Private Treaty as per the terms agreeable to the Secured Creditor for realization of the dues on "As Is Where Is Basis", "As Is What Is Basis", "Whatever is There Is Basis" and "No recourse Basis", particulars of which are given below:

| <u>Borrower(s)</u><br><u>Details</u> | <u>Date &amp;</u><br><u>Amount of</u><br><u>13(2) Demand</u><br><u>Notice</u> | Description<br>of Property | Reserve Price | Date & Time<br>of sale by<br><u>Private</u><br><u>Treaty</u> |
|--------------------------------------|---|----------------------------|---------------|--|
| LAN No                               | rouce   | Property                   | Rs.4,00,000/- | IIcaty   |
| LNSUR0HL-                            | 15/02/2022,   | Bearing: -                 | (Rupees Four  | 31/10/2022   |
| 09180005298 &                        | Rs.5,67,363/-   | Flat No 202,               | Lakh Only)    | 10:30 AM to  |
| LNSUR0HL-                            | (Rupees Five  | Mahalaxmi                  | 57            | 4:30 PM  |
| 09180005299                          | Lakh Sixty-   | Palace,                    |               |  |
| Branch-                              | Seven Thousand  | Tirupati                   |               |  |
| Surat Rander                         | Three Hundred   | Society, Off.              |               |  |
| Borrower(s)                          | Sixty-Three   | Nh 8, Nr.                  |               |  |
| Name(s)-                             | Only) as on   | Sanjivani                  |               |  |
| MUKESH                               | 27/01/2022  | Hospital,                  |               |  |
| MUNNALAL                             | along with  | Area:                      |               |  |
| YADAV                                | further interest  | Kadodara                   |               |  |
| (Borrower)                           | and charges   | Mahalaxmi                  |               |  |
| YADAV                                | until payment   | Palace, India              |               |  |
| KALABEN                              |   | Gujarat Surat              |               |  |
| MUKESH                               |   | 394327.                    |               |  |
| (Co-borrower)                        |   | Four                       |               |  |
|                                      |   | <b>Boundaries:</b>         |               |  |
|                                      |   | North: - Flat              |               |  |
|                                      |   | no. 201,                   |               |  |
|                                      |   | South: - Flat              |               |  |

|                          |                                | 202                        |                                |                            |
|--------------------------|--------------------------------|----------------------------|--------------------------------|----------------------------|
|                          |                                | no. 203,                   |                                |                            |
|                          |                                | East: - Open               |                                |                            |
|                          |                                | Space, West:               |                                |                            |
|                          |                                | - Passage and              |                                |                            |
|                          |                                | Flat No. 205               |                                |                            |
| LNCUDAIII                | 02/11/2021                     | Duon outry                 | $D_{a}$ ( 75 000/              | 21/10/2022                 |
| LNSUR0HL-<br>04180001427 | 02/11/2021,<br>Rs.10,12,433/-  | Property<br>Booring:       | Rs.6,75,000/-                  | 31/10/2022,<br>10:30 AM to |
| &                        | (Rupees Ten                    | Bearing: -                 | (Rupees Six                    | 4:30 PM                    |
| LNSUR0HL-                | Lakh Twelve                    | Plot no. 131,<br>Unit - 1, | Lacs Seventy-<br>Five Thousand | 4:30 F M                   |
| 04180001441              | Thousand                       | Aradhana                   |                                |                            |
| Branch-                  | Four Hundred                   | Dream, Nr.                 | Only)                          |                            |
| Surat Rander             |                                | Gram                       |                                |                            |
|                          | Thirty-Three                   |                            |                                |                            |
| Borrower(s)              | Only) due as $10/10/2021$      | Panchayat,<br>Surat-       |                                |                            |
| Name(s)-<br>MUNSHI       | on <b>19/10/2021</b>           |                            |                                |                            |
|                          | along with<br>further interest | Bardoli Road,              |                                |                            |
| BABURAM<br>(Porrowar)    |                                | Opp.                       |                                |                            |
| (Borrower)               | and charges                    | Shubham                    |                                |                            |
| SUNITA MUNSI             | until payment                  | Residency,                 |                                |                            |
| ARJUN                    |                                | Area: Jolva,               |                                |                            |
| BABURAM                  |                                | Tal.:Palsana,              |                                |                            |
| (Co-borrowers)           |                                | Dist.: Surat,              |                                |                            |
|                          |                                | Gujarat,                   |                                |                            |
|                          |                                | 394310.                    |                                |                            |
|                          |                                | Four<br>Boundaries:        |                                |                            |
|                          |                                | North- Plot                |                                |                            |
|                          |                                | No. 132                    |                                |                            |
|                          |                                | South- Plot                |                                |                            |
|                          |                                | No. 130                    |                                |                            |
|                          |                                | East-Society               |                                |                            |
|                          |                                | Road                       |                                |                            |
|                          |                                | West- Plot                 |                                |                            |
|                          |                                | No. 174                    |                                |                            |
|                          |                                |                            |                                |                            |
| LNSUR0HL-                | 14/12/2021                     | Property                   | Rs.10,00,000/-                 |                            |
| 04180001585              |                                | Bearing: -                 | (Rupees Ten                    | 31/10/2022                 |
| &                        | Rs. 9,59,971/-                 | Plot No. 256               | lacs Only)                     |                            |
| LNSUR0HL-                | (Rupees Nine                   | (as per plan               |                                | 10:30 AM to                |
| 04180001608              | Lakh Fifty-                    | plot no. 90),              |                                | 4:30 PM                    |
| Branch: Surat            | Nine                           | Royal Park –               |                                |                            |
| Adajan                   | Thousand                       | 4, Opp.                    |                                |                            |
| Borrower(s)              | Nine Hundred                   | Anjani                     |                                |                            |
| Name(s)-                 | Seventy-One                    | Residency,                 |                                |                            |
| GAURIBEN                 | Only) as on                    | Olpad -                    |                                |                            |
| PIRUBHAI                 | 15/11/2021                     | Sayan Road,                |                                |                            |
| SOLANKI                  | along with                     | Village:                   |                                |                            |
| (Borrower)               | further interest               | Ishanpor,                  |                                |                            |
| KHUSHALBHAI              | and charges                    | Sub. Dist.:                |                                |                            |
| KIIOSIIIALDIIIAI         | 0                              |                            |                                |                            |

| SOLANKI       | Gujarat Surat |  |
|---------------|---------------|--|
| (Co-Borrower) | 394540        |  |
|               | Four          |  |
|               | Boundaries:   |  |
|               | North: - Plot |  |
|               | No.257,       |  |
|               | South: - Plot |  |
|               | No.255,       |  |
|               | East: - Entry |  |
|               | & Internal    |  |
|               | Road, West:   |  |
|               | - Adj.Plot    |  |
|               | Boundaries    |  |

# Standard terms & conditions for sale of property through Private Treaty are as under:

1. Sale through Private Treaty will be on "As Is Where Is Basis", "As Is What Is Basis", "Whatever is There Is Basis" and "No recourse Basis".

2. The purchaser will be required to deposit 25% of the sale consideration on the next working day of receipt of acceptance to terms and conditions for sale and the remaining amount within 15 days thereafter.

3. The purchaser has to deposit 25% by way of Demand Draft in favor of-

### **'INDOSTAR Home Finance Private Limited' or by way of RTGS/ NEFT to the** account details mentioned as follows:

# Account Name: Indostar Home Finance Private Limited, Bank Name: INDUSIND BANK Ltd, Nariman Point, Mumbai,

#### Bank Account No.: 259892773680, IFSC Code: INDB000006,

along with self-attested copies of the PAN Card, Aadhar Card, Residence Address Proof, Board Resolutions in case of company and Address Proof.

4.Failure to remit the amount as required under clause (2) above, will cause forfeiture of amount already paid including 25% of the amount paid.

5. The property is being sold with all the existing and future encumbrances unknown to the Authorized Officer/Secured Creditor. The Authorized Officer/Secured Creditor shall not be responsible in any way for any third-party claims/rights/dues.

6. The purchaser should conduct due diligence on all aspects related to the property under sale through private treaty to his satisfaction. The purchaser shall not be entitled to make any claim against the Authorized Officer/Secured Creditor in this regard at a later date.

7. The Authorized Officer of the Secured Creditor reserves the right to reject any offer of purchase without assigning any reason.

8. In case of more than one offer, the Authorized Officer of the Secured Creditor will accept the highest offer.

9. The Successful Purchaser shall bear any statutory dues, taxes, fees payable, stamp duty, registration fees, etc. that is required to be paid in order to get the property conveyed/delivered in his/her/its favor as per the applicable law;

10.Sale is subject to the confirmation by the Authorized Officer of the Secured Creditor; 11.The Total Loan Outstanding amount is not the loan foreclosure amount. Further interest and all other charges (if any) shall be calculated at the time of closure of the loan. 12. The Authorized Officer/Secured Creditor shall not be responsible for any liabilities whatsoever pending upon the property as mentioned above. The Property shall be sold on "As Is Where Is Basis", "As Is What Is Basis", "Whatever is There Is Basis" and "No recourse Basis".

13. The sale has to be registered at the earliest else the purchaser has to give the request letter to the Authorized Officer of the Secured Creditor mentioning the reason of delay for the registration;

14. The interested parties may contact the Authorized Officer for further details/ clarifications and for submitting their application.

15. Sale shall be in accordance with the provisions of SARFAESI Act/Rules.

Place: Surat Date: Authorized Officer IndoStar Home Finance Private Limited