

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) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular 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**"), the **constructive possession** of which has been taken by the Authorised Officer of the Secured Creditor, will be sold on "as is where is", "as is what is" and "whatever there is" basis on **03.03.2025** from **04.00 P.M. to 05.00 P.M.**, for recovery of **Rs.374,93,16,494/- (Rupees Three Hundred Seventy Four Crore Ninety Three Lakh Sixteen Thousand Four Hundred Ninety Four Only)** from Borrower(s) (except Shipra Estate Limited and Mohit Singh in respect of which moratorium under the Insolvency & Bankruptcy Code, 2016 is presently in operation) pending towards Loan Account No. **S000240243**, by way of outstanding principal, arrears (including accrued late charges) and interest till **27.01.2025** with applicable future interest in terms of the Loan Agreement and other related loan document(s) w.e.f. **28.01.2025** **alongwith pending income tax deducted at source ("TDS") for an amount of Rs.13,32,86,667/- (Rupees Thirteen Crore Thirty Two Lakh Eighty Six Thousand Six Hundred Sixty Seven Only)** along with legal expenses and other charges due to the Secured Creditor from **SHIPRA HOTELS LIMITED, SHIPRA ESTATE LIMITED (THROUGH INSOLVENCY RESOLUTION PROFESSIONAL) MR. DHANSHYAM KANTILAL PATEL, SHIPRA LEASING PRIVATE LIMITED, MOHIT SINGH (LEGAL HEIR OF LATE SHIPRA SINGH) (THROUGH RESOLUTION PROFESSIONAL) MR. MAHESH AGGARWAL, SHIPRA HOTEL & BAR PRIVATE LIMITED, BINDU SINGH (LEGAL HEIR OF LATE SHIPRA SINGH), SWATI GARG (LEGAL HEIR OF LATE SHIPRA SINGH), JUHI MOHIT SINGH, PRITHVI HARPAL SINGH, REGALIA HOMES LLP and VERVE CONSTRUCTION LLP**. The Secured Creditor reserves its right to require payment of the amounts outstanding under the Loan Agreement from Shipra Estate Limited and Mohit Singh after the cessation of the operation of the said moratorium.

The Reserve Price of the Immovable Property will be **Rs.9,42,55,000/- (Rupees Nine Crore Forty Two Lakh Fifty Five Thousand Only)** and the Earnest Money Deposit ("**EMD**") will be **Rs.94,25,500/- (Rupees Ninety Four Lakh Twenty Five Thousand Five Hundred Only)** i.e. equivalent to 10% of the Reserve Price.

DESCRIPTION OF THE IMMOVABLE PROPERTY

ITEM NO. 1

SHOP NO. 23 & 42 ON THE LEVEL I (LOWER GROUND FLOOR) MEASURING 715 SQ. FT. COVERED AREA AND 980 SQ. FT. SUPER AREA.

THERE ARE TWO SHOPS JOINED EACH OTHER AND CONSTRUCTED AS A SINGLE UNIT SHOP;

ITEM NO. 2

SHOP NO. 28 & 29 ON THE LEVEL III (FIRST FLOOR) MEASURING 730 SQ. FT. COVERED AREA AND 1217 SQ. FT. SUPER AREA. THESE

SHOPS ARE BEING USED FOR RENTED COMMERCIAL PURPOSE; and

ITEM NO. 3

SHOP NO. 56 ON THE LEVEL I (LOWER GROUND FLOOR) MEASURING 362.08 SQ. FT. COVERED AREA AND 496 SQ. FT. SUPER AREA.

THIS SHOP IS USED FOR RENTED COMMERCIAL PURPOSE. THE TENANT HAS JOINED MULTIPLE UNITS (LGF-29,30,31,54,55,56,57,58,59,60,61,62,63,64,64A,65 & 66) JOINED AND CONSTRUCTED AS A SINGLE UNIT;

ALL THE ABOVE ITEMS COMPRISED IN "NORTH INDIA MALL (EARLIER KNOWN AS SHIPRA MALL)" SITUATED AT PLOT NO. 9, VAIBHAV KHAND, INDIRAPURAM, GHAZIABAD-201014, UTTAR PRADESH AND THE SAME IS BOUNDED AS HEREUNDER:

EAST : GDA LAND

WEST : GDA LAND

NORTH : GDA LAND

SOUTH : GREEN BELT 100 MTRS.

NOTE:

(i) All the above 3 Items will be sold as one lot.

(ii) Item No. 1 is vacant and Item No. 2 & 3 are occupied by tenants and are being sold alongwith tenancies. These tenancies are subject to termination by reason of effluxion of time.

For detailed terms and conditions of sale, please refer to the link provided on the website of the Secured Creditor i.e. www.sammaancapital.com; Contact No: 0124-6910910, +91 7065451024; E-mail id: auctionhelpline@sammaancapital.com

For bidding, log on to www.auctionfocus.in

Date: 27.01.2025
Place: GHAZIABAD

s/d
AUTHORISED OFFICER
SAMMAAN CAPITAL LIMITED
(Formerly known as INDIABULLS HOUSING FINANCE LTD.)

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. www.auctionfocus.in, 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. www.auctionfocus.in 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.

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". The Bidder(s) will not be entitled to claim any interests, costs, expenses and/ or any other charges, if any.

- 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 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/ 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. www.auctionfocus.in from **04:00 PM** to **05:00 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.