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By Speed Post/ E-mail

June 18, 2020

1. Aishwarya Avant Builders LLP Having its registered office at: 522, 5th Floor, The Summit-Business Bay, Andheri East Beside WEH. Metro Gate3, Guru Nanak Petrol pump, Mumbai, Maharashtra- 400069 Email: sudeep.saha@avantinfra.com	2. Avant Ventures LLP Having its registered office at: 522, 5th Floor, The Summit-Business Bay, Andheri East Beside WEH. Metro Gate3, Guru Nanak Petrol pump, Mumbai, Maharashtra- 400069 Email: accounts@avantinfra.com
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5. Mr. Harish Rajnikant Shah S/o Mr. Rajnikant Ratilal Shah R/o 34, B Sophia Building, Sophia College Lane, Breach Candy, Cumballa Hill, Mumbai-400026	

*All the addressees shall be referred to as the "Borrowers".

**30 DAYS NOTICE UNDER RULE 8(6) OF SECURITY INTEREST (ENFORCEMENT) RULES, 2002
READ WITH SECTION 13 OF SECURITIZATION AND RECONSTRUCTION OF FINANCIAL
ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 FOR SALE OF THE
IMMOVABLE PROPERTY**

Dear Sir/Madam,

That despite service of demand notice dated February 26, 2020 u/s 13(2) of the Securitization And Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**SARFAESI Act**") read with Security Interest (Enforcement) Rules, 2002 ("**Rules**"), , the Borrowers have failed to make the payment of entire demanded amount within 60 days of the said notice and as such the authorized officer of Secured Creditor/PNB Housing Finance Limited took the symbolic possession of immovable property ("**Immovable Property**") (details whereof are mentioned in the **Schedule**) on **June 11, 2020**.

Now through this notice, we would like to inform the Borrowers that the Immovable Property shall be sold "**by holding public auction including through e-auction mode**" method duly mentioned under rule 8(5)(c) of the said Rules after thirty (30) days of service of this notice for the recovery of the total outstanding is INR 3,47,66,149/- (Indian Rupees Three Crore Forty Seven Lakh Sixty Six Thousand One Hundred Forty Nine Only) in relation to loan account number WFH/CCF/0917/427931 and INR 10,03,89,371.06 /- (Indian Rupees Ten Crore Three Lakh Eighty Nine Thousand Three Hundred Seventy One and Six Paise Only) in relation to loan account number WFH/CCF/0917/427941, aggregating to **INR 13,51,55,520.06/- (Indian Rupees Thirteen Crore Fifty One Lakh Fifty Five Thousand Five Hundred Twenty and Six Paise Only)**, payable and due as on **June 17, 2020** and

पंजीकृत कार्यालय: 9वीं मंजिल, अंतरिक्ष भवन, 22, कस्तूरबा गाँधी मार्ग, न्यू दिल्ली - 110001

Regd. Office: 9th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi - 110 001
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CIN: L65922DL1988PLCO33856





further interest at contractual rates on the aforesaid amount, incidental expenses, costs, charges, etc. incurred and accruing on daily basis thereafter till the date of payment and/ or realization.

In accordance with Rule 8(5) of Security Interest (Enforcement) Rules, 2002 and in consultation with the Secured Creditor (PNB Housing Finance Limited), the reserve price for the sale of the Immovable Property is fixed at a price not less than an amount mentioned in the **Schedule**. The Earnest Money Deposit (EMD) amount against the reserve price fixed is mentioned in the **Schedule** hereto

This 30 days' notice is being given to you, the Borrowers, in compliance of Rule 8(6) of Security Interest (Enforcement) Rules, 2002 and you are hereby informed and notified that the Immovable Property shall be sold after 30 clear days from the date of the service of this notice under Rule 8 (5) of the Rules "**by holding public auction including through e-auction mode**" on "**As Is Where Is**", "**As Is What Is**" and "**Whatever There Is**" basis on July 24, 2020 from 11:00 AM to 5:00 PM with extension of 5 minutes each time.

A publication of a public notice for sale of the Immovable Property is also being effected in terms of compliance of proviso to Rule 8(6) (Appendix IV-A) to the Security Interest (Enforcement) Rules, 2002 in two leading newspapers including one in vernacular language having wide circulation in the locality. You may also be free to participate in the public e-auction after complying with the detailed terms and conditions mentioned in the auction notice.

The Standard terms & conditions for sale of the Immovable Property through "Public Auction" are as under:

1. Sale of Immovable Property through Public Auction will be on "**As Is Where Is Basis**", "**As Is What Is Basis**" and "**Whatever There Is**".
2. The purchaser will be required to deposit 10% of the sale consideration which will be adjusted against 25% of the deposit to be made as per clause (3) below;
3. The purchaser will be required to deposit 25% of the sale consideration (which shall include 10% deposited under clause 2 above) on the next working day of receipt of sale confirmation by the Secured Creditor to the offer for the purchase of the Immovable Property;
4. Balance 75% of the sale consideration amount shall be deposited on or before 15 days from the date of the sale confirmation by the Secured Creditor. However, such period of 15 days shall be extended by the Secured Creditor on the written request which shall not be more than three (3) months from the date of the sale confirmation;
5. The Immovable Property is being sold with all the existing and future encumbrances whether known or unknown to the 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 Immovable Property 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 Secured Creditor reserves the right to reject any offer of purchase without assigning any reason.
8. In case of more than one offer, the Secured Creditor will accept the highest offer.
9. The interested parties may contact the Authorized Officer for further details/ clarifications and for submitting their application.
10. The purchaser has to bear all stamp duty, registration fee, and other expenses, taxes, duties in respect of purchase of the Immovable Property.
11. The sale shall be in accordance with the provisions of the SARFAESI Act and Rules.





Schedule

Description of Immovable Property	Reserve Price (below which the properties will not be sold)	Earnest Money Deposit (EMD) Amount
Property No.1 "All that piece and parcel of land of project "Avant Heritage Phase-I" admeasuring 2218 sq. meters bearing C.T.S No. 157, 157/1 to 55, Plot No. 26 (Part-1), C.T.S No. 158, 158/1 to 33, Plot No. 25 (Part-1), C.T.S No. 192 (part), Plot No. 26 (Part-1), together with all the present and future structure thereon situated at Village Majas, Taluka Andheri, Jogeshwari (East), Mumbai- 400060 including 6 unsold units, details whereof are mentioned in Annexure-1A and excluding 103 sold units for which NOC's has been issued by us ,details whereof are mentioned in Annexure-1B "(as per the latest records available and NOCs issued by PNB Housing Finance Limited)	INR 10,71,00,000/- (Indian Rupees Ten Crore and Seventy One Lakh Only)	INR 1,07,10,000/- (Indian Rupees One Crore Seven Lakh and Ten Thousand Only)
Property No.2 "All that piece and parcel of land of project "Avant Heritage Phase II" admeasuring 1050 sq. meters bearing C.T.S No. 156-D together with all the present and future structure thereon situated at Village Majas, Pratap Nagar, Jogeshwari (East), Mumbai-400060 including 23 unsold units, details whereof are mentioned in Annexure-2A and excluding 10 sold units for which NOC's has been issued by us, details whereof are mentioned in Annexure-2B "(as per the latest records available and NOCs issued by PNB Housing Finance Limited)	INR 10,61,00,000/- (Indian Rupees Ten Crore and Sixty One Lakh Only)	INR 1,06,10,000/- (Indian Rupees One Crore Six Lakh and Ten Thousand Only)

Annexure-1A

S. No.	Wing	Flat No.	Unit #	Phase	Flat Config.	Carpet Area (sq ft)	Salable Area (sq ft)
1.	A	101	A-101-Phase-I	Phase-I	1 BHK	396	650
2.	B	301	B-301-Phase-I	Phase-I	1 BHK	396	650
3.	B	303	B-303-Phase-I	Phase-I	1 BHK	396	650





4.	A	2103	A-2103-Phase-I	Phase-I	1 BHK	396	650
5.	B	1902	B-1902-Phase-I	Phase-I	1 BHK	396	650
6.	B	2001	B-2001-Phase-I	Phase-I	1 BHK	396	650

Annexure-1B

S. No.	Wing	Flat No.	Unit #	Phase	Flat Config.	Carpet Area (sq ft)	Salable Area (sq ft)
1.	A	102	A-102-Phase-I	Phase-I	1 RK	243	400
2.	A	201	A-201-Phase-I	Phase-I	1 BHK	396	650
3.	A	203	A-203-Phase-I	Phase-I	1 BHK	396	650
4.	A	301	A-301-Phase-I	Phase-I	1 BHK	396	650
5.	A	302	A-302-Phase-I	Phase-I	1 BHK	396	650
6.	A	303	A-303-Phase-I	Phase-I	1 BHK	396	650
7.	A	401	A-401-Phase-I	Phase-I	1 BHK	396	650
8.	A	402	A-402-Phase-I	Phase-I	1 BHK	396	650
9.	A	403	A-403-Phase-I	Phase-I	1 BHK	396	650
10.	A	501	A-501-Phase-I	Phase-I	1 BHK	396	650
11.	A	502	A-502-Phase-I	Phase-I	1 BHK	396	650
12.	A	601	A-601-Phase-I	Phase-I	1 BHK	396	650
13.	A	602	A-602-Phase-I	Phase-I	1 BHK	396	650
14.	A	701	A-701-Phase-I	Phase-I	1 BHK	396	650
15.	A	703	A-703-Phase-I	Phase-I	1 BHK	396	650
16.	A	801	A-801-Phase-I	Phase-I	1 BHK	396	650
17.	A	901	A-901-Phase-I	Phase-I	1 BHK	396	650
18.	A	902	A-902-Phase-I	Phase-I	1 BHK	396	650
19.	A	903	A-903-Phase-I	Phase-I	1 BHK	396	650
20.	A	1001	A-1001-Phase-I	Phase-I	1 BHK	396	650
21.	A	1002	A-1002-Phase-I	Phase-I	1 BHK	396	650
22.	A	1003	A-1003-Phase-I	Phase-I	1 BHK	396	650
23.	A	1201	A-1201-Phase-I	Phase-I	1 BHK	396	650
24.	A	1203	A-1203-Phase-I	Phase-I	1 BHK	396	650
25.	A	1301	A-1301-Phase-I	Phase-I	1 BHK	396	650
26.	A	1302	A-1302-Phase-I	Phase-I	1 BHK	396	650
27.	A	1401	A-1401-Phase-I	Phase-I	1 BHK	396	650
28.	A	1402	A-1402-Phase-I	Phase-I	1 BHK	396	650
29.	A	1403	A-1403-Phase-I	Phase-I	1 BHK	396	650
30.	A	1501	A-1501-Phase-I	Phase-I	1 BHK	396	650
31.	A	1503	A-1503-Phase-I	Phase-I	2 BHK	534	800
32.	A	1601	A-1601-Phase-I	Phase-I	1 BHK	396	650
33.	A	1602	A-1602-Phase-I	Phase-I	1 BHK	396	650





34.	A	1603	A-1603-Phase-I	Phase-I	1 BHK	396	650
35.	A	1701	A-1701-Phase-I	Phase-I	1 BHK	396	650
36.	A	1801	A-1801-Phase-I	Phase-I	1 BHK	396	650
37.	A	1802	A-1802-Phase-I	Phase-I	1 BHK	396	650
38.	B	102	B-102-Phase-I	Phase-I	1 RK	243	650
39.	B	201	B-201-Phase-I	Phase-I	1 BHK	396	650
40.	B	202	B-202-Phase-I	Phase-I	1 BHK	396	650
41.	B	203	B-203-Phase-I	Phase-I	1 BHK	396	650
42.	B	302	B-302-Phase-I	Phase-I	1 BHK	396	650
43.	B	401	B-401-Phase-I	Phase-I	1 BHK	396	650
44.	B	402	B-402-Phase-I	Phase-I	1 BHK	396	650
45.	B	403	B-403-Phase-I	Phase-I	1 BHK	396	650
46.	B	501	B-501-Phase-I	Phase-I	1 BHK	396	650
47.	B	502	B-502-Phase-I	Phase-I	1 BHK	396	650
48.	B	503	B-503-Phase-I	Phase-I	1 BHK	396	650
49.	B	601	B-601-Phase-I	Phase-I	1 BHK	396	650
50.	B	603	B-603-Phase-I	Phase-I	1 BHK	396	650
51.	B	702	B-702-Phase-I	Phase-I	1 BHK	396	650
52.	B	703	B-703-Phase-I	Phase-I	1 BHK	396	650
53.	B	801	B-801-Phase-I	Phase-I	1 BHK	396	650
54.	B	901	B-901-Phase-I	Phase-I	1 BHK	396	650
55.	B	902	B-902-Phase-I	Phase-I	1 BHK	396	650
56.	B	903	B-903-Phase-I	Phase-I	1 BHK	396	650
57.	B	1003	B-1003-Phase-I	Phase-I	1 BHK	396	650
58.	B	1101	B-1101-Phase-I	Phase-I	1 BHK	396	650
59.	B	1103	B-1103-Phase-I	Phase-I	1 BHK	396	650
60.	B	1201	B-1201-Phase-I	Phase-I	1 BHK	396	650
61.	B	1202	B-1202-Phase-I	Phase-I	1 BHK	396	650
62.	B	1203	B-1203-Phase-I	Phase-I	1 BHK	396	650
63.	B	1303	B-1303-Phase-I	Phase-I	1 BHK	396	650
64.	B	1401	B-1401-Phase-I	Phase-I	1 BHK	396	650
65.	B	1402	B-1402-Phase-I	Phase-I	1 BHK	396	650
66.	B	1403	B-1403-Phase-I	Phase-I	1 BHK	396	650
67.	B	1501	B-1501-Phase-I	Phase-I	2 BHK	534	800
68.	B	1503	B-1503-Phase-I	Phase-I	1 BHK	396	650
69.	B	1601	B-1601-Phase-I	Phase-I	1 BHK	396	650
70.	B	1602	B-1602-Phase-I	Phase-I	1 BHK	396	650
71.	B	1603	B-1603-Phase-I	Phase-I	1 BHK	396	650
72.	B	1701	B-1701-Phase-I	Phase-I	1 BHK	396	650
73.	B	1702	B-1702-Phase-I	Phase-I	1 BHK	396	650
74.	B	1703	B-1703-Phase-I	Phase-I	1 BHK	396	650
75.	A	1903	A-1903-Phase-I	Phase-I	1 BHK	396	650
76.	A	2102	A-2102-Phase-I	Phase-I	1 BHK	396	650
77.	A	2202	A-2202-Phase-I	Phase-I	1 BHK	396	650





78.	A	1901	A-1901-Phase-I	Phase-I	1 BHK	396	650
79.	A	2101	A-2101-Phase-I	Phase-I	1 BHK	396	650
80.	A	2002	A-2002-Phase-I	Phase-I	1 BHK	396	650
81.	A	2003	A-2003-Phase-I	Phase-I	1 BHK	396	650
82.	B	1801	B-1801-Phase-I	Phase-I	1 BHK	396	650
83.	B	1903	B-1903-Phase-I	Phase-I	1 BHK	396	650
84.	B	2003	B-2003-Phase-I	Phase-I	1 BHK	396	650
85.	A	2301	A-2301-Phase-I	Phase-I	1 BHK	396	650
86.	A	2302	A-2302-Phase-I	Phase-I	1 BHK	396	650
87.	A	2303	A-2303-Phase-I	Phase-I	1 BHK	396	650
88.	B	1001	B-1001-Phase-I	Phase-I	1 BHK	792	1300
89.	B	1002	B-1002-Phase-I	Phase-I	1 BHK	396	650
90.	B	1901	B-1901-Phase-I	Phase-I	1 BHK	396	650
91.	B	103	B-103-Phase-I	Phase-I	1 BHK	396	650
92.	B	1802	B-1802-Phase-I	Phase-I	1 BHK	410	650
93.	A	2201	A-2201-Phase-I	Phase-I	1 BHK	396	650
94.	A	2203	A-2203-Phase-I	Phase-I	1 BHK	396	650
95.	B	2002	B-2002-Phase-I	Phase-I	1 BHK	396	650
96.	B	2101	B-2101-Phase-I	Phase-I	1 BHK	396	650
97.	B	2102	B-2102-Phase-I	Phase-I	1 BHK	396	650
98.	B	2103	B-2103-Phase-I	Phase-I	1 BHK	396	650
99.	B	2201	B-2201-Phase-I	Phase-I	1 BHK	396	650
100.	B	2202	B-2202-Phase-I	Phase-I	1 BHK	396	650
101.	B	2203	B-2203-Phase-I	Phase-I	1 BHK	396	650
102.	B	2303	B-2303-Phase-I	Phase-I	1 BHK	396	650
103.	Tower	C-2202	Tower-C-2202-Phase-I	Phase-I	104.		545

Annexure-2A

S. No.	Wing	Flat No.	Unit #	Phase	Flat Config.	Carpet Area (sq ft)	Salable Area (sq ft)
1.	Tower	403	Tower-403-Phase-II	Phase-II	1 BHK	415	658
2.	Tower	501	Tower-501-Phase-II	Phase-II	2BHK	677	1064





3.	Tower	505	Tower-505-Phase-II	Phase-II	1 BHK	371	630
4.	Tower	602	Tower-602-Phase-II	Phase-II	2BHK	590	931
5.	Tower	603	Tower-603-Phase-II	Phase-II	1 BHK	415	658
6.	Tower	604	Tower-604-Phase-II	Phase-II	2BHK	598	944
7.	Tower	605	Tower-605-Phase-II	Phase-II	1 BHK	371	630
8.	Tower	701	Tower-701-Phase-II	Phase-II	2BHK	677	1064
9.	Tower	703	Tower-703-Phase-II	Phase-II	1 BHK	415	658
10.	Tower	704	Tower-704-Phase-II	Phase-II	2BHK	598	944
11.	Tower	705	Tower-705-Phase-II	Phase-II	1 BHK	371	630
12.	Tower	801	Tower-801-Phase-II	Phase-II	2BHK	677	1064
13.	Tower	804	Tower-804-Phase-II	Phase-II	2BHK	598	944
14.	Tower	805	Tower-805-Phase-II	Phase-II	1 BHK	371	630
15.	Tower	903	Tower-903-Phase-II	Phase-II	1 BHK	415	658
16.	Tower	904	Tower-904-Phase-II	Phase-II	2BHK	598	944
17.	Tower	905	Tower-905-Phase-II	Phase-II	1 BHK	371	630
18.	Tower	1001	Tower-1001-Phase-II	Phase-II	2BHK	677	1064
19.	Tower	1002	Tower-1002-Phase-II	Phase-II	2BHK	590	931
20.	Tower	1005	Tower-1005-Phase-II	Phase-II	1 BHK	371	630
21.	Tower	1101	Tower-1101-Phase-II	Phase-II	2BHK	677	1064
22.	Tower	1104	Tower-1104-Phase-II	Phase-II	2BHK	598	944
23.	Tower	1105	Tower-1105-Phase-II	Phase-II	1 BHK	371	630

Annexure-2B

S. No.	Wing	Flat No.	Unit #	Phase	Flat Config.	Carpet Area (sq ft)	Salable Area (sq ft)
1.	Tower	405	Tower-405-Phase-II	Phase-II	1 BHK	371	644

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2.	Tower	502	Tower-502-Phase-II	Phase-II	2BHK	590	931
3.	Tower	503	Tower-503-Phase-II	Phase-II	1 BHK	415	658
4.	Tower	702	Tower-702-Phase-II	Phase-II	2BHK	590	931
5.	Tower	802	Tower-802-Phase-II	Phase-II	2BHK	590	931
6.	Tower	803	Tower-803-Phase-II	Phase-II	1 BHK	415	658
7.	Tower	1003	Tower-1003-Phase-II	Phase-II	1 BHK	415	658
8.	Tower	1004	Tower-1004-Phase-II	Phase-II	2BHK	598	944
9.	Tower	1102	Tower-1102-Phase-II	Phase-II	2BHK	590	931
10.	Tower	1103	Tower-1103-Phase-II	Phase-II	1 BHK	415	658

Yours truly,

(Authorized Officer)
PNB Housing Finance Limited

