

Registered/ Corporate/Branch Office:-, B/17, 4th Floor, Art Guild House, Behind Phoenix Marketcity Mall, Lal Bahadur Shastri Marg, Kurla (West), Mumbai, 400070

NOTICE OF SALE THROUGH PRIVATE TREATY

SALE OF MOVABLE & IMMOVABLE ASSETS CHARGED TO THE PROFECTUS CAPITAL PVT. LTD UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002 (SARFAESI ACT).

The undersigned as Authorized Officer of Profectus Capital Pvt. Ltd. (PROFECTUS) has taken over possession of the schedule property(ies) us/ 13(4) of the SARFAESI Act.

Public at large is informed that the secured property(ies) as mentioned in the Schedule is/are available for sale through Private Treaty, as per the terms agreeable to the PROFECTUS for realisation of PROFECTUS 's dues on "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS" and "NO RECOURSE BASIS".

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

1. The description of the property that will be put up for sale is in the Schedule. The sale will also be stopped if, amount due as aforesaid, interest and costs (including the cost of the sale) are tendered to the 'Authorized Officer' or proof is given to his satisfaction that the amount of such secured debt, interest and costs has been paid. At the sale, the public generally is invited to submit their tender personally. No officer or other person, having any duty to perform in connection with this sale shall, however, directly or indirectly, acquire or attempt to acquire any interest in the property sold.
2. Sale through Private Treaty will be on "AS IS WHERE IS BASIS," "AS IS WHAT IS BASIS" and "NO RECOURSE BASIS". The PROFECTUS does not undertake any responsibility to procure any permission / license etc. in respect of the secured asset(s)/immovable property (ies) offered for sale or for any dues / charges including outstanding water/service charges, transfer fees, electricity dues, dues of the local authority and /or any other dues, taxes, encumbrances if any, in respect of the said immovable secured asset (s) / immovable property(ies).
3. The Purchaser are advised to in their own interest to satisfy themselves conduct due diligence on all aspects related to the property (under sale through private treaty) title and correctness of other details pertaining to the immovable secured assets including the size/area of the immovable secured assets in question as also ascertain any other dues/liabilities/encumbrances from the concerned authorities to their satisfaction before purchasing the property(ies). No queries in this regard shall be entertained at the time of issuance of Sale Certificate. Purchaser at later stage shall not be entitled to a raise any grievance/complaint, make any claim against or held liable /responsible Profectus or authorized officer and shall not be permitted to withdraw after his offer is accepted by the Authorised Officer, either on the ground of discrepancy in size/area, defect in title, charge, lien, encumbrance, dues or any other ground whatsoever. After the offer of purchase is accepted, such successful purchaser/his nominee shall be deemed to have unconditionally accepted all the terms and conditions of sale of immovable properties/secured assets and further shall be deemed to be waived all objections as to the title, descriptions, measurements etc. in respect of such immovable assets.
4. The purchaser will be required to deposit 25% of the sale consideration on the next working day of receipt of PROFECTUS 's acceptance of offer for purchase of property and the remaining amount within 15 days thereafter.

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5. The purchaser has to deposit 10% of the offered amount along with application which will be adjusted against 25% of the deposit to be made as per clause (4) above.
6. Failure to remit the amount as required under clause (4) above, will cause forfeiture of amount already paid including 10% of the amount paid along with application.
7. In case of non-acceptance of offer of purchase by the Profectus, the amount of 10% paid along with the application will be refunded without any interest.
8. To the best of knowledge and information of the Profectus, there are no other encumbrances. Statutory dues like property taxes, etc. be ascertained by the prospective purchaser (s).
9. The property is being sold with all the existing and future encumbrances whether known or unknown to the Profectus. The Authorized Officer / Secured Creditor shall not be responsible in any way for any third-party claims / rights / dues.
10. The Profectus reserves the right to reject any offer of purchase without assigning any reason.
11. In case of more than one offer, the Profectus will accept the highest offer.
12. The interested parties may contact the Authorized Officer Mr. Ganesh Apparaj - 9324675379 (email-ganesh.aparaj@profectuscapital.com) for further details / clarifications and for submitting their application
13. The purchaser has to bear all the necessary expenses like stamp duty, registration fee/ expenses, transfer fee and other ancillary charges, taxes, duties in respect of purchase and transfer of the secured asset(s)/ immovable property(ies) of the property in his/ her/ their names(s).
14. As per Section 194 of Income Tax Act (as amended time to time), if property is sold above 50 Lakhs then Purchaser will have to pay appropriate TDS to the Government treasury and the TDS certificate has to be deposited in the Profectus.
15. Sale shall be in accordance with the provisions of SARFAESI Act / Rules.
16. Any disputes / differences arising out of sale of the immovable property (ies) / secured asset(s) offered for sale shall be subject to the exclusive jurisdiction of Courts / Tribunals at Mumbai only.
17. If the Borrower pays the amount due to the Profectus in full before the date of sale, the sale is liable to be stop
18. The Profectus reserves its right to accept or reject highest, any or all offer (s) without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the offers or to sell the secured asset(s) / immovable property(ies) through private negotiations with any of the Offers or any other party / parties. The Profectus decision in this behalf shall be final.
19. The Profectus 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 the facts and circumstances of the case without giving any further notice to the purchaser and the purchaser shall be deemed to have accepted such revised terms and would accordingly be bound by them.

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20. The sale is subject to confirmation by the Profectus.
21. For inspection of the properties, the intending purchaser may contact Authorised Officer of the Profectus at B/17, 4th Floor, Art Guild House, Behind Phoenix Marketcity Mall, Lal Bahadur Shastri Marg, Kurla (West), Mumbai, 400070 during office hours from 11 a.m. to 4:00 p.m.
22. The particulars specified in the Schedule herein below have been stated to the best of the information of the undersigned, but the undersigned shall not be answerable for any error, misstatement or omission in this proclamation.
23. For reasons recorded, it shall be in the discretion of the 'Authorized Officer' to adjourn /discontinue the sale.
24. Outstanding of loan Rs. 73,98,729/- (**Indian Rupees seventy-three lakhs ninety-eight thousand seven hundred twenty-nine Only**) as on 12th July, 2021 and Publication Date of Possession Notice 5th October, 2021
25. Last date of receipt of offer will be 27.12.2021 by 05.00 pm. And sale will be confirmed on 28/12/2021

AUCTION SCHEDULE

Borrower's Details	Details of Property	Reserve Price (In Rs.)	Earnest Money Deposit
Balwa Floor Mill Pvt. Ltd Abdul Aziz Umar Balwa Hasnaian Umar Balwa Umar Abdul Razak Balwa Mrs. Sufiya Umar Balwa	Residential Property bearing Flat No. 603, admeasuring 560 Sq. Ft. carpet, in the building known as Concord , in the society known as Chheda Complex Co-Operative Housing Society Ltd. constructed on land bearing old S. No. 527/1, 3B, 525/3, 534, 535/3, New S. No. 62/1, 3B, 61/3, 53/3, 52 situated in village Bhayander, behind Geeta Nagar Phase V, Mira Road East, Thane 401107	Rs. 60,00,000/- (Rupees Sixty Lakhs only)	Rs. 6,00,000/- (Rupees Six Lakhs only) Through DD/PO in Favour Of ' Profectus Capital Private Limited. ' Payable at Mumbai

Dated: 09/12/2021
Place: - Mumbai

For Profectus Capital Pvt. Ltd.


Authorised Officer