

Date: 12th January 2024

To,

1. **Pawan Dealers Private Limited (Borrower)**
NH 31, Lalbabu Chowk,
Barsouni, Purnea,
Bihar-854326
2. **Smt. Pratima Kumari (Co-Borrower)**
95Ka, Vishnapur Ward No. 24,
Anchal-Begusarai,
Bihar-851101
3. **Mr. Ranjan Kumar**
95 K, Vishnupur Ward No. 24,
Begusarai-851129,
Bihar, India
4. **Mr. Chandan Kumar**
Dr M.N. Ray, Bishnapur,
Begusarai-851101, Bihar,
India.

Subject: Notice for Sale under Rule 8 (5) and (6) read with Rule 9(1) of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 & Security Interest (Enforcement) Rules, 2002.

Dear Sir,

On your failure to repay the dues demanded vide notice issued under Sec.13(2), the Authorized Officer had attempted to sell the Immovable secured assets described in the Schedule herein through Bid cum Auction on **4th October 2023** by following the process laid down under the captioned Act and Rules made thereunder.

The Bid cum Auction(s) conducted as detailed above in respect of the schedule property were not successful for want of bidders / bids above reserve price. In lieu of this we have been scouting for buyers and one of the parties has evinced interest in purchasing the Schedule Property(ies) at the **Reserve Price of Lot I - Rs. 4,50,00,000/- (Rupees Four Crore Fifty Lakhs only) of the last failed Bid cum Auction(s)** and on such other terms as mentioned in Annexure-I, which are agreeable to **Mahindra & Mahindra Financial Services Ltd**

("Lender") and to the proposed purchaser. As the Schedule Property (ies) could not be sold through auction(s) held earlier, the Lender has decided to sell the property to the proposed purchaser by executing necessary documents on **15th of February 2024**, i.e. **Thursday** by way of **Private Treaty**.

If you fail to pay the dues outstanding of **Rs. 2,05,50,855 (Rupees Two Crore Five Lacs Fifty Thousand Eight Hundred and Fifty Five only)** as on **9th September, 2016** along with further interest till the date of final payment, within 30 days from the date of receipt of this notice, the schedule property(ies) shall be sold to the proposed purchaser as per the terms agreed between the Lender and the proposed purchaser without any further notice to you. If the sale proceeds of the schedule property are insufficient to realize the outstanding dues under the loan account, the legal action initiated / to be initiated against you and others shall continue / follow until full recovery of the outstanding dues are made.

DESCRIPTION OF IMMOVABLE PROPERTIES

Item No -1

All that piece and parcel of land lying, being and situated at Khesra no. 393, Khata No. 185, Mouza- Chandbhathi, Pargana Haweli, Thana Dagarua, Thana No. 287, Touzi No. 8/5, sub Registry Office Purnea, Circle Office Dagura, District- Dagura, purnea, Bihar admeasuring area of 02 Decimal 9 Kari along with all future sheds, structures, building thereon and surrounded as follows-

Boundaries of Deed No. 16843

North: Today Purchaser Pratima Kumari

South: NH 31 Road

East: Punam Jaiswal

West: Today Purchaser Pratima Kumari

Item No -2

All that piece and parcel of land lying, being and situated at Khesra no. 394, Khata No. 184, Mouza- Chandbhathi, Pargana Haweli, Thana Dagarua, Thana No. 287, Touzi No. 8/5, sub Registry Office Purnea, Circle Office Dagura, District-Dagura, purnea, Bihar admeasuring area of 25 Decimal 00 Kari along with future sheds, structures, building thereon and surrounded as follows-

Boundaries of Deed No. 8630

North: Bibi Aamna Khatoon

South: Nij Purchaser Pratima Kumari

East: Kabristan

West: Sakir etc.

Item No-3

All that piece and parcel of land lying, being and situated at Khesra no. 393, Khata No. 185, Mouza- Chandbhathi, Pargana Haweli, Thana Dagarua, Thana No. 287, Touzi No. 8/5, sub Registry Office Purnea, Circle Office Dagura, District- Dagura, purnea, Bihar admeasuring area of 06 Decimal 00 Kari along with future sheds, structures, building thereon and surrounded as follows-

Boundaries of Deed No. 16192

North: Roushan Ara

South: Nij Purchaser

East: Nij Purchaser

West: Sant Lal Thakur

Item No-4

All that piece and parcel of land and property lying, being and situated at Khesra no. 393, Khata No. 185, Mouza-Chandbhathi, Pargana Haweli, Thana Dagurua, Thana No. 287, Touzi No. 8/5, sub Registry Office Purnea, Circle Office Dagura, District- Dagura, purnea, Bihar admeasuring area of 06 Decimal 00 Kari along with future sheds, structures, building thereon and surrounded as follows-

Boundaries of Deed No. 16842

North: Nij Seller

South: NH 31 Road

East: Today Purchaser Pratima Kumari

West: Sant Lal Thakur

Item No-5

All that piece and parcel of land and property lying, being and situated at Khesra no. 393, Khata No. 185, Mouza-Chandbhathi, Pargana Haweli, Thana Dagurua, Thana No. 287, Touzi No. 8/5, sub Registry Office Purnea, Circle Office Dagura, District- Dagura, purnea, Bihar admeasuring area of 21 Decimal 06 Kari along with future sheds, structures, building thereon and surrounded as follows-

Boundaries of Deed No. 16844

North: Roushan Ara

South: Today Purchaser Pratima Kumari

East: Punam Jaiswal

West: Today Purchaser Pratima Kumari and Balbir Singh


For Mahindra and Mahindra Financial Services Limited

Authorised Officer

Annexure I

Standard terms and conditions for sale of property through Private Treaty are as below:

1. Sale through Private Treaty will be on "AS IS WHERE IS BASIS" and "AS IS WHAT IS BASIS" as such sale is without any kind of warranties and indemnities.
2. The Purchaser will be required to deposit 25% of the Sale consideration on the day of Sale i.e., **15th February 2024**.
3. Once the offer is accepted by the undersigned on date of sale, Proposed Purchaser will be required to deposit balance 75% of the sale consideration through valid cheque/DD on the same day of the Lender's acceptance of offer for purchase of property or on such other terms as may be settled between Lender and proposed Purchaser in writing.
4. The Purchaser(s) has/have the option to bid for the entire Schedule property of Lot I or may choose to bid on any single property out of Lot I to Lot V.
5. Failure to remit the amount as required under clause (2) above will cause forfeiture of amount already paid including 10% of the amount paid along with application.

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6. In case of non-acceptance of offer of purchase by the Lender, the amount of 10% paid along with the application will be refunded without any interest.
 7. The property is being sold with all the existing and future encumbrances whether known or unknown to the Lender. The Authorized Officer / Secured Creditor/ Lender shall not be responsible in any way for any third-party claims / rights / dues.
 8. The Proposed 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/Lender in this regard at later date.
 9. The Proposed Purchaser shall be solely responsible for getting all the requisite licenses, permissions, approvals/clearances, compliances, registrations etc. for the property to be transferred in his name, at his own cost and expense.
 10. The Proposed Purchaser shall make your own arrangement for getting required consents, permissions, approvals, power connection, water and other facilities and payment of arrears of charges and costs/expenses by whatever name known or called, imposts, taxes, penalties etc and other facilities, if any, and it shall be borne and paid by you.
 11. The Proposed Purchaser have to bear all stamp duty, registration fee, and any other expenses, taxes, duties in respect of purchase of the property.
 12. Sale shall be in accordance with the provisions of SARFAESI Act / Rules.
 13. Authorized Officer reserves the right to reject your offer of purchase without assigning any reason thereof.
 14. For further details, you may visit <https://www.mahindrafinance.com/sme-loans/auction-sarfaes>.

For Mahindra and Mahindra Financial Services Limited

Authorised Officer