TRUHOME FINANCE LIMITED (Formerly Shriram Housing Finance Limited)

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Website: http://www.truhomefinance.in

Terms and Conditions for sale of assets of borrower accounts through Private Treaty under SARFAESI Act

State	**Madhya Pradesh**
City	**Indore**
LAN	**TLPHINDR0003320**
Name of the Borrower	**MR. ABDUL SHAHRUKH & MRS. FARHIN KHAN**
Newspaper publication Date & Newspaper Name	**31.03.2025 in Business Standard - Hindi and English**
Private Treaty Date	**21-April-26**
Private Treaty Amount	**Rs.35,00,000/- (Rupees Thirty Five Lakhs Only)**
Description of the Immovable Asset	**All that the piece and parcel of immovable property PRAKOSTH/UNIT NO. G-36, GROUND FLOOR, COMMERCIAL MULTI-STOREY BUILDING "YASHWANT PLAZA" ON MUNCIPAL PLOT NO. 79, SOUTH TUKOGANJ, WARD NO. 55, INDORE, MP ADMEASURING AREA 178 Sq. Ft.** **BOUNDARIES OF SHOP NO. G-36 :-** **EAST – PRAKOSHTHA NO. G-35** **WEST – PRAKOSHTHA NO. G-37** **NORTH – COMMON PASSAGE** **SOUTH – PRAKOSHTHA NO. G-45** **Property 2 -** **All that the piece and parcel of immovable property PRAKOSTH/UNIT NO. G-45, GROUND FLOOR, COMMERCIAL MULTI-STOREY BUILDING "YASHWANT PLAZA" ON MUNCIPAL PLOT NO. 79, SOUTH TUKOGANJ, WARD NO. 55, INDORE, MP ADMEASURING AREA 137 Sq. Ft.** **BOUNDARIES OF SHOP NO. G-45 :-** **EAST – PRAKOSHTHA NO.G-46** **WEST – PRAKOSHTHA NO.G-44** **NORTH – PRAKOSHTHA NO.G-36** **SOUTH – COMMON PASSAGE**

1. **Nature and Object of Private Treaty:**

   a. The sale is under Private Treaty is with the object of Free and Fair Sale, Transparency and for achieving best-possible recovery of public money.

   b. The sale is governed by the Provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 and the following specific terms and conditions.

2. **Caution to Intending Purchaser:**

   a. Property is being sold on "As is where is"," As is what is ", and "Whatever there is".

We have carefully gone through terms and conditions for Private Treaty and unconditionally accept it.		
Name of the Purchaser	Signature of the Purchaser	Date

b. To the best of knowledge and information of the Authorised Officers, there are no encumbrances on the properties except those mentioned in the Notice. However, the intending purchaser(s) should make their own independent inquiries regarding the encumbrances, title of property put on Private Treaty, physical area of property, and claims / rights / dues / affecting the property, prior to submitting their payment. Further the intending purchaser should make their own inquiries regarding any statutory liabilities, arrears of tax, claims etc. by themselves before making the Private Treaty. The Private Treaty advertisement does not constitute and will not be deemed to constitute any commitment or any representation on the part of The Truhome Finance Limited (Formerly Shriram Housing Finance Limited), (hereinafter referred to as "Truhome Finance Limited" for the sake of brevity) The property is being sold with all the existing and future encumbrances whether known or unknown to the Truhome Finance Limited The Authorised Officer / Secured Creditor shall not be responsible in any way for any third party claims / rights / dues.

c. The Truhome Finance Limited does not undertake any responsibility to procure any permission/license, NOC, etc. in respect of the property offered for sale or for any dues like outstanding water/service charges, transfer fees, electricity dues, dues to the Municipal Corporation/local authority/Co-operative Housing Society or any other dues, taxes, levies, fees, transfer fees or any other dues of the property if any in respect of and/or in relation to the sale of the said property. The purchaser has to comply with the provisions of Income Tax regarding purchase of property & to pay the tax to the authorities as per applicable rates.

d. The purchaser(s) are advised / cautioned to verify the concerned Revenue Records/ other Statutory authorities such as Sales Tax/Excise/Income Tax or any other etc. and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their interest.

e. The purchaser(s) are advised to go through all the terms and conditions of sale and also in the corresponding public sale notice in the details before Private Treaty.

f. Statutory dues/liabilities etc., due to the Government/Local Body, if any, shall be borne by the purchaser(s).

3. **Inspection of Property/Immovable Assets**:

a. Property/Assets can be inspected at the discretion of Authorised Officer with prior appointment.

b. The purchaser(s) shall inspect the property/Assets and satisfy themselves regarding the physical nature, condition, extent, etc of the property/Assets.

c. The purchaser(s) are bound by the principle of caveat emptor (Buyer Beware).

4. **Inspection of Title Deeds:**

a. The purchaser(s) may inspect and verify the title deeds and other documents relating to the property available with The Truhome Finance Limited

5. **Submission of Details of Intending Purchaser:**

a. The purchaser(s) should hold a valid e-mail id. All the correspondences will be done through E-mail. The purchaser(s) should have their own arrangements for internet service. Internet connectivity and other paraphernalia requirements shall have to be ensured by the purchaser(s) themselves. It is the sole responsibility of the purchaser(s).

d. Details of the purchaser(s) form shall be duly filled in with all the relevant details. The purchaser(s) should submitted copies of PAN card and proof of residential address, while submitting details form. The purchaser(s) other than individuals should also upload proper mandate for Private Treaty.

e. The purchaser(s) staying abroad/ NRIs/ PIOs/Purchaser(s) holding dual citizenship must submit photo page of his/her valid Indian Passport.

f. Incomplete/unsigned details form will be summarily rejected. NRI purchaser(s) must necessarily enclose a copy of Photo page of his/her Passport.

g. Only copy of PAN Card, Passport, Voter's ID, Valid Driving License or Photo Identity Card issued by Govt. will be accepted as the identity document and should be submitted along with the details form.

h. Original Identity Document copy of which is submitted along with the details form must be produced on demand.

6. **Declaration of Intending Purchaser:**

a. The sale will be confirmed in favour of the purchaser(s) in consultation of Secured Creditor. Intimation to this effect will be given through e-mail by Authorized officer of Truhome Finance Limited.

b. The Private Treaty amount will be provisionally accepted on "subject to approval" basis and the purchaser shall not have any right/title over the property until the sale is confirmed by the Authorized Officer.

c. All intimations to the purchaser will be primarily through e-mail by The Truhome Finance Limited. Date of sending e-mail will be considered as date of intimation. If no intimation reaches, the purchaser(s) are expected to take efforts to find out status from The Truhome Finance Limited, Non-receipt of intimation should not be an excuse for default/non-payment.

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7. **Deposit of purchase price:**
   a. The purchaser(s) have to pay the sale amount of Private Treaty on an immediate basis or as agreed in writing.

8. **Default of Payment:**
   a. Default of payment shall render automatic cancellation of sale without any notice.
   b. The Authorised Officer of Truhome Finance Limited shall forfeit the monies paid by the Purchaser in default of full and final payment.

9. **Sale Certificate / Payment of Stamp Duty:**
   a. On confirmation of the sale by The Truhome Finance Limited and compliance of the terms of payment, The Authorized Officer shall issue a certificate of sale of the said property in favour of the purchaser(s) in the form given in Appendix V to Enforcement of Security Interest Rules. The sale certificate shall be issued only in the same name in which the form of details of the intending purchaser is submitted.
   b. No request for inclusion/substitution of names, other than those mentioned in the details of intending purchaser, in the sale certificate will be entertained.
   c. Sale Certificate shall be collected in person or through an authorized person with authority letter.
   d. The purchaser(s) would bear all the charges/fees payable for conveyance such as stamp duty, registration fee or any other cost as applicable as per law. All statutory/non statutory dues, taxes, rates, assessments, charges fees etc. will be responsibility of the purchaser(s) only.
   e. The Sale Certificate will not be issued pending operation of any stay/ injunction/ restraint order passed by the DRT/DRAT/High Court or any other court against the issue of Sale Certificate. Further no interest will be paid on the amount deposited during this period.
   f. No request for return of deposit either in part or full/cancellation of sale will not be entertained.

10. **Stay/Cancellation of Sale:**
    a. In case of stay of further proceedings by DRT/DRAT/High Court or any other Court, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.

11. **Delivery of Title Deeds:**
    a. The title deeds and other documents related to the property and deposited with The Truhome Finance Limited for creation of Equitable Mortgage shall be delivered to the Purchaser(s), at the time on execution of the Sale Certificate.

12. **Delivery of possession:**
    a. All expenses and incidental charges there to shall be borne by the purchaser(s).

13. **Other Conditions:**
    a. The Authorised Officer will be at liberty to amend/ modify/ delete any of the conditions as may be deemed necessary in the light of facts and circumstances of each case.
    b. The The Truhome Finance Limited has the absolute right and discretion to adjourn/postpone/cancel the sale/ modify any terms and conditions of the sale without any prior notice and assigning any reason.
    c. The Authorised Officer reserves the right to accept or reject proposal without assigning any reason and to postpone or cancel the sale without assigning any reason.
    d. The Purchaser(s) shall be deemed to have read and understood all the conditions of sale and are bound by the same.
    e. No counter-offer/conditional offer/ conditions by the purchaser will not be entertained.
    f. The Borrowers attention is invited to the provisions of sub-section 8 of section 13 of the Act in respect of time available, to redeem the secured asset.
    g. Particulars specified in respect of the property in the public notice have been stated to the best of the information of the Authorized Officer/Truhome Finance Limited would not entertain any claim or representation in that regard from the purchaser(s).
    h. The Borrower/Guarantors, who are liable for the said outstanding dues, shall treat this Sale Notice as a notice under Rule 8 (6) of the Security Interest (Enforcement) Rules, about the holding of above mentioned private treaty.
    i. Disputes, if any, shall be within the jurisdiction of Mumbai Courts only.
    j. Words and expressions used herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002, and the Rules framed there under.

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Name of the Purchaser	Signature of the Purchaser	Date