



## HERO FINCORP LIMITED

CIN: U74899DL1991PLC046774

Regd Office: 34, Community Centre, Basant Lok,  
Vasant Vihar, New Delhi-110057

Tel: 011-49487150 | Email: litigation@herofincorp.com

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### NOTICE UNDER THE SECURITIZATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002

#### Notice is hereby served on:

1. **M/s Shri Krishna Autotech (Borrower)** having office at C-124, B S Road, Industrial Area, Ghaziabad- 201001 (Uttar Pradesh), also at S-75 Harsha Compound, Loni Road, Mohan Nagar Industrial Area, Ghaziabad- 201001 (Uttar Pradesh), also at 2-Main Mukhiya Market, Near Post Office, Karawal, Sher Pur, North East, Dayalpur, Delhi-110094 and also at H. No:161, Street No- 4B, Near Gurudwara Durgapuri Extension, Shahdara, Northeast Delhi, New Delhi- 110093.

2. **Mrs. Sandhya Rajput (Guarantor)** Residing at 2-Main Mukhiya Market, Near Post Office, Karawal, Sher Pur, North East, Dayalpur, Delhi- 110094.

3. **Mrs. Manju Sharma (Guarantor)** Residing at H. No:161, Street No- 4B, Near Gurudwara Durgapuri Extension, Shahdara, Northeast Delhi, New Delhi- 110093.

4. **Mr. Sunil Kumar (Guarantor)** Residing at H. No:161, Street No- 4B, Near Gurudwara Durgapuri Extension, Shahdara, Northeast Delhi, New Delhi- 110093.

The abovementioned Borrowers had entered into Master Facilities Agreement, Supplementary Agreement and Addendum Agreement, all dated 10.01.2019 and Facility Agreement and Addendum Agreement, both dated 27.02.2021, with M/s. Hero FinCorp Limited (hereinafter referred to as "HFCL") having its Registered Office at 34, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057, for availing a credit facilities to the tune (Rupees One Crore and Fourty Lakhs Only) from HFCL, by way of mortgage of Immovable property as listed below, in favour of HFCL:

**Unit No. G-406 on 4th Floor, Tower G, Area measuring 1092.28 Sq. Ft (101.47 Sq. Mtr.) in the complex known as RG Residency, constructed at Plot No. G H – 02, Sector – 120, Noida, GB Nagar, UP.**

The above-mentioned Property shall hereinafter be referred to as "**Secured Asset**".

As the Borrowers miserably failed to adhere to the terms and conditions of the aforesaid Loan Agreements and have defaulted in the payment of the monthly installments (EMIs), HFCL was constrained to classify your account/loan facility as Non-Performing Assets (NPA) on **01.08.2021**, in accordance with the directives/guidelines issued by the Reserve Bank of India. Thereafter, HFCL vide notice, dated **14.09.2021** called upon you, Addressees under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 to discharge your outstanding liability of **Rs.1,64,02,213.23/- (Rupees One Crore Sixty Four Lakhs Two Thousand Two Hundred and Thirteen and Twenty Three Paise only) due as on 09.09.2021** along with interest and other charges within sixty (60) days

As the Borrowers failed to repay the total outstanding amount, HFCL was constrained to exercise its rights under sub-section (4) of Section 13 of SARFAESI Act, 2002 and in compliance of the Order dated **25.02.2023** passed by Learned District Magistrate, Authorised Officer of HFCL took actual physical possession of the Secured asset on **25.08.2023**.

Now, HFCL is in process of selling the secured asset by way of Private Treaty at a reserve price of Rs.56,00,000/- on the terms agreeable to HFCL, on **21.03.2024 at 12pm at "Hero FinCorp Ltd. 9, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057"**. Therefore, in compliance with the provisions of The Security Interest (Enforcement) Rules, the present 15 days' Sale Notice is being issued by HFCL to you, the Borrower by way of this publication as pre-sale Notice issued to you remained undelivered at the addresses provided by you at the time of availing the loan.

Needless to mention here that in the above-said proposed Sale by way of private treaty, you can bring more buyers who may submit Expression of Interest with higher amount than the reserve price to HFCL, so that better value of the secured asset can be fetched in the said Sale and the said amount may be appropriated against your loan liability/dues. Further, if the sale proceeds of the secured asset are insufficient to realize the outstanding dues under the aforesaid financial facilities, the same will be recovered with interest and costs from you.

Kindly note that keeping in view of the provisions of Section 13(8) of the SARFAESI Act, the right of redemption will be available to you before the date of Sale by way of Private Treaty You or any other interested buyer may contact the following Officials of HFCL for the purpose of the above sale of the part Secured Assets:

**Mr. Sanjeev Kumar, Mob: 9999300998, E-mail ID: sanjeev.kumar2@herofincorp.com,**

**Mr. Ramesh Giri, Mob: 9643468804, E-mail ID: ramesh.giri@herofincorp.com,**

**Mr. Swagat Goyal, Mob: 9711035858, E-mail ID: Swagat.goyal@herofincorp.com**

The present publication of 15 days' Sale Notice is being issued without prejudice to any rights, contentions or remedies which may have accrued or may in future, accrue to HFCL.

Place: Delhi NCR  
Date: 04.03.2024

Sd/-  
Authorized Officer  
Hero FinCorp Limited

## **Terms and Conditions of Online Tender/E-Auction:**

- a. The Auction/bidding will be held online through website “<https://sarfaesi.auctiontiger.net>” with unlimited extension of 5 minutes each.
- b. The intending bidders shall hold a valid e-mail address.
- c. Intending bidders are advised to go through the website: <https://sarfaesi.auctiontiger.net> for detailed terms and conditions of E-Auction sale before submitting their bids and taking part in E-Auction sale proceedings.
- d. Prospective bidders shall register their names at <https://sarfaesi.auctiontiger.net> and can get their user ID and Password.
- e. Prospective bidders may also avail online training on E-Auction from our service provider, **M/s E-Procurement Technologies Ltd.** by contacting on the Helpline No. (s): 079-68136842 | M 9265562821 / 9265562819 / 9265562818 / 63518966433 or may write an E-mail on [Support@auctiontiger.net](mailto:Support@auctiontiger.net)/ [maulik.shrimali@auctiontiger.net](mailto:maulik.shrimali@auctiontiger.net)
- f. Bids shall be submitted through online only in a prescribed format with relevant details.
- g. For Participating in the E- Auction, intending bidders have to deposit EMD only by way of RTGS/NEFT Fund Transfer in the below mentioned Account:

<b>Bank Name</b>	HDFC Bank Ltd
<b>A/c Holder Name</b>	Hero Fincorp Ltd
<b>Bank Address</b>	209-214, Kailash Building 26, KG Marg, New Delhi
<b>Account No.</b>	00030310016156
<b>IFSC code</b>	HDFC0000003

- h. EMD shall be adjusted in case of successful bidders. EMD of the unsuccessful bidder shall be returned by HFCL. No interest shall be paid on the EMD.
- i. The tenderers/prospective purchaser will be given an opportunity to increase/improve their offers during online auction.
- j. HFCL reserves the right to accept or reject any or all the Bid(s)/Offer(s) or adjourn/postpone/cancel the e-auction sale without assigning any reason thereof.
- k. The aforesaid property shall not be sold below the Reserve Price mentioned.
- l. If the Bid/Offer is accepted by HFCL, the successful Bidder who has offered the highest price in the bid has to pay 25% of the Bid amount (inclusive of EMD) of the sale price by next working day to HFCL, failing which EMD shall be forfeited and the property shall forthwith will be sold again.
- m. The successful Bidder shall pay the remaining 75% of the bid amount on or before the 15<sup>th</sup> day of confirmation of sale by means of Cheque/Pay Order/Demand Draft favoring Hero FinCorp Limited Payable at New Delhi.
- n. In default of payment of the Balance amount of 75% of the bid amount within the stipulated period i.e. 15 days from the confirmation of sale, the deposit amount (25% bid amount inclusive of EMD) shall be forfeited and the property shall be resold and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold.
- o. For sale proceeds of Rs.50,00,000/- (Rupees Fifty Lakhs only) and above, the successful bidder will have to deduct TDS at the rate of 1% on the sale proceeds and submit the original receipt of TDS certificate to the Bank.

- p. On confirmation of sale by HFCL, and if the terms of payment have been complied with, the Authorized Officer exercising the power of sale shall issue a Sale Certificate for immoveable property in favour of the purchaser in the form given in Appendix V of Security Interest (Enforcement) Rules, 2002.
- q. The property is sold on “As is where is Basis” & “As is what is Basis” & “whatever there is Basis” & “Without recourse Basis”. Intending bidders are advised to conduct search in Revenue/SRO records to satisfy title, Identity, extent, Dimensions, Survey Number, Door Number, Boundaries or encumbrances in regard to the property proposed to be sold. HFCL is not responsible for any liabilities whatsoever pending upon the property as mentioned above.
- r. The interested parties/bidders may inspect the property put for e-auction sale.
- s. The successful bidders shall exclusively bear all the charges payable for conveyance, registration fees, stamp duty, taxes, statutory dues etc. as applicable.
- t. This e-auction sale is subject to confirmation by HFCL.
- u. The sale/auction is also subject to conditions prescribed in SARFAESI Act, 2002 as amended from time to time (including Rules made thereunder).
- v. HFCL shall not be responsible for any charge, lien, encumbrances, property tax, and any other dues to the Government or anybody in respect of the property auctioned.
- w. Notice is hereby given to the Borrower and Co-Borrower(s) that they can bring the intending buyers/purchasers for purchasing the Secured Asset, as per the particulars of Terms and Conditions of Sale.
- x. The Secured Asset will be sold to the highest Bidder. However, the Authorized Officer reserves the absolute discretion to allow inter se bidding, if deemed necessary.
- y. The Loan Amount mentioned above is not the Loan Foreclosure Amount. All Other Charges including Pending EMIs against the said loan shall be calculated at the time of Loan Closure.