

BY RPAD

WITHOUT PREJUDICE

1. Tejas Valji Lodaya

(Proprietor – V- Tej Roadlines)

Office – 207, CTS. No. 750, Vasudeo Chambers,
Opp. Krishna Motors, Mulund Goregaon Link
Road, Nahur Mumbai 400078

Also at:-

Office No. 802, 8th Floor, Business Park,
City of Joy, Jata Shankar Dosa Road,
Mulund (West) Mumbai 400080

Also at :-

D/2, Ridhi Sidhi Apartment, S. H. Road,
Mulund (West) Mumbai 400080

2. Vijay Valji Lodaya (Guarantor)

B-3/ 1304, Mansarower, Lok Everest, Lok Everest
Compound, J. S. Road, Mulund West 400080

Date: 26-Apr-2017

Loan Account No.: 06522840000025

Dear Sir

Sub: **Notice of Sale of immovable secured assets under Rule 8(6) of the Security Interest
(Enforcement) Rules 2002.**

We refer our earlier notice in this behalf, dated 30-12-2016 which was served upon you by way of pasting and RPAD. As you are aware that, Authorised Officer - HDFC Bank Ltd., has taken over physical possession of below detailed secured assets being Office No. 802, 8th Floor, Ecstasy Business Park, City of Joy, Jata Shankar Dosa Road, Mulund West 400080 CTS No. 661/1/7 & 661/1/4 admg. 1143 Sq.ft. Carpet area, under Sec.14 of SARFAESI Act read with Rule 8 of Security Interest (Enforcement) Rules 2002 on 30-12-2016. As you have failed to satisfy your loan liability with the Bank, now the said property is put up for sale by way of public auction. Accordingly, we are issuing you this sale notice

PUBLIC NOTICE FOR SALE
(U/Rule 8(6) read with Rule 9(1) of SARFAESI Act, 2002)

Branch Office: HDFC Bank Ltd at 1st Floor, Lodha - I Think Techno Campus, Building - ALPHA, Next to Kanjur Marg Railway Station, Kanjur Marg (East),
Mumbai - 400 042

Whereas the undersigned being the Authorised Officer of HDFC Bank Ltd., [hereinafter called "HDFC Bank Ltd.,"] under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (The Act) and in exercise of power conferred under section 13(12) read with rule 3 of the Security Interest (Enforcement) Rules, 2002 (The Rules) issued Demand Notice/s under section 13(2) of the Act calling upon the Borrower(s) / Mortgagor(s) / legal heirs, legal representatives (whether known or unknown), executor(s), administrator(s), successor(s) and assign(s) of the respective Borrower(s) / Mortgagor(s)(since deceased), as the case may be, whose name/s have been indicated in column (A) below, to repay the outstanding amount/s as indicated in column (B) written against each of them within 60 days from the date of receipt of the said Demand Notice/s.

However, upon the Borrower(s) / Mortgagor(s) / legal heirs and legal representatives (whether known or unknown), executor(s), administrator(s), successor(s) and assign(s) of the respective Borrower(s) / Mortgagor(s) (since deceased) liable to the extent of the estate of such deceased Borrower(s) / Mortgagor(s) that has devolved upon such legal heirs and legal representatives (whether known or unknown) and/or available with such executor(s), administrator(s), successor(s) and assign(s) , as the case may be, having failed to repay the amount/s and/or discharge the loan liability / debt in full, the Authorised Officer of HDFC Bank Ltd has taken over possession and control of the respective immovable property(ies) / secured asset(s) mortgaged with HDFC Bank Ltd.,, described in column (C) hereinbelow, to recover the said debt / outstanding amounts, in exercise of powers conferred upon the Authorised Officer by section 13 (4) of the Act.

Notice is hereby given to you all i.e. the Borrower(s) / Mortgagor(s) / legal heirs and legal representatives (whether known or unknown), executor(s), administrator(s), successor(s) and assign(s) of the respective Borrower(s) / Mortgagor(s) (since deceased), as the case may be, under Rule 8(6) of the Security Interest (Enforcement) Rules 2002, that the Authorised Officer of HDFC Bank Ltd. shall now proceed to sell the immovable property(ies) / secured asset(s) mentioned below by adopting any of the methods mentioned in Rule 8(5) of the above Rules. Further, if the sale proceeds on such sale are not sufficient to cover the entire outstanding dues of HDFC Bank Ltd., then (you all) the Borrower(s)/Mortgagor(s)/Guarantor(s) AND/OR the legal heirs and legal representatives of the respective Borrower(s) / Mortgagor(s) / Guarantor(s) (since deceased) to the extent of the estate of such deceased Borrower(s) / Mortgagor(s) / Guarantor (s) that has devolved upon such legal heirs and legal representatives, as the case may be, shall be jointly and/or severally liable to pay the amount that falls short of the total dues in the respective loan account(s) to HDFC Bank Ltd.

Now, the Borrower(s) / Mortgagor(s) /Guarantor(s) / legal heirs and legal representatives (whether known or unknown), executor(s), administrator(s), successor(s) and assign(s) of the respective Borrower(s) / Mortgagor(s) / Guarantor(s) (since deceased), as the case may be, mentioned hereinbelow in column (A) in particular and the public in general are hereby informed that the said immovable property(ies) / secured

asset(s) would be sold on “as is where is” & “as is what is” basis on the date(s) and time as set out in column (E) by inviting Tenders from the Public in sealed envelopes as envisaged under Rule 8(5)(b) of the Rules and as per the procedure and subject to the applicable terms, conditions and disclaimers.

Sr. No.	Name/s of Borrower(s)/ Mortgager(s)/ Guarantor(s)/ Legal Heirs and Legal Representatives (whether known or unknown) Executor(s), Administrator(s), Successor(s) and Assign(s) of the respective Borrower(s) / Mortgagor(s) / Guarantor(s) (since deceased), as the case may be.	Outstanding Dues to be recovered (Secured Debt) (Rs.)	Location / Detail(s) of the Immovable Property (ies)/ Secured Asset (s) and Reserve Price (Rs.)	Date(s) of Inspection	Date(s) of e- auction & timing
	(A)	(B)	(C)	(D)	(E)
1	1. Tejas Valji Lodaya (Proprietor – V- Tej Roadlines) 2. Vijay Valji Lodaya (Guarantor) (Working Capital Loan Account No- 06522840000025)	Rs. 2,28,98,218.11/-* as on 28-11-2013	Office No. 802, 8th Floor, Ecstasy Business Park, City of Joy, Jata Shankar Dosa Road, Mulund West 400080 CTS No. 661/1/7 & 661/1/4 admg. 1143 Sq.ft. Carpet area. Reserve Price:- Rs. 2,00,00,000/- (Rupees Two Crore Only)	01-June -17 between 10 AM & 4 PM	14-June- 2017 at 11 AM to 12 Noon with unlimited extension of 5 mins

***together with further interest as applicable ,incidental expenses costs, charges etc incurred till the date of payment and / or realization**

To the best of knowledge and information of the Authorised Officer (A.O) of HDFC Bank ltd, there are no encumbrances.

DISCLOSURE OF ENCUMBRANCES/CLAIMS

The particulars in respect of the immovable property / Secured Asset specified hereinabove have been stated to the best of the information and knowledge of the undersigned, who shall however not be responsible for any error, misstatement or omission in the said particulars. The tenderer(s) / offeror(s) / prospective purchaser(s) are, therefore requested in their own interest, to satisfy himself / themselves / itself with regard to the above and other relevant details pertaining to the abovementioned immovable properties / Secured Assets, before submitting the tenders.

TERMS & CONDITIONS OF SALE:

1. Sale is strictly subject to the Terms & Conditions stipulated in the prescribed Tender Document/ e-bidding catalogue and in this Notice. Further details of the immovable properties / Secured Assets and Tender Documents/ Online Auction catalogue can be collected / obtained from the Authorized Officer of HDFC Bank Ltd at 1st Floor, Lodha - I Think Techno Campus, Building - ALPHA, Next to Kanjur Marg Railway Station, Kanjur Marg (East), Mumbai - 400 042, on any working day or can be downloaded from <https://sarfaesi.auctiontiger.net>. Properties are available for inspection on the date(s) and time mentioned above in column (D).

2. Sealed Tenders (in the prescribed Tender Documents/ e-bidding catalogue only) along with 10% of the offer amount towards Earnest Money Deposit (EMD) should be deposited in the office HDFC Bank Ltd., 1st Floor, Lodha - I Think Techno Campus, Building - ALPHA, Next to Kanjur Marg Railway Station, Kanjur Marg (East), Mumbai - 400 042 on or before **12th June 2017 before 5 PM**. Payments should be made only by Demand Drafts / Pay Orders drawn on a Scheduled Bank in favour of "HDFC Bank Ltd.," payable at par at Mumbai. Tenders that are not duly filled up or tenders not accompanied by the EMD or Tenders received after the above date prescribed herein will not be considered/ treated as valid tenders, and shall accordingly be rejected. The date of e-Auction and time mentioned hereinabove in column (E).

2(1) The bid incremental values for said property will be Rs.50,000/-

3. Documents: Along with Tender Documents/ e-bidding catalogue the Tenderer/s should also attach copy of his/her photo identity proof such as copy of the passport, election commission card, driving license, copy of the PAN card issued by the Income Tax department, Aadhar Card etc. Please note that proof of residence countersigned by the tenderer/ offeror herself/himself also needs to be provided.
4. The Borrower(s)/Mortgagor(s), Guarantor(s) of the immovable properties / Secured Assets may, if they so desire, give / sponsor their best possible valid offer(s) for the immovable properties / Secured Assets offered for sale provided that the terms and conditions of sale are duly complied with.
5. The tenderers / prospective purchasers will be given an opportunity to increase / improve their offer/s during Online Auction. The Additional terms and conditions for tenderers / prospective purchasers participating in online auction are:
 - a. eProcurement Technologies Limited (Auction Tiger) is assisting the Authorized Officer in conducting the online auction.
 - b. Detailed terms and condition for participating in the online auction, format, application, declaration, etc, can be downloaded from website <https://sarfaesi.auctiontiger.net>.
 - c. Upon receipt of the necessary documents as mentioned above within the stipulated date and time, a password/ user ID will be provided by M/s. eProcurement Technologies Limited to eligible tenderers / prospective purchasers to participate in the online auction at <https://sarfaesi.auctiontiger.net>. Necessary trainings will be provided by M/s. eProcurement Technologies Limited for the purpose.
6. Statutory dues like property taxes / cess and / or Builder / Society dues, contribution to building repair funds, transfer charges etc. should be ascertained by the tenderer(s) / offerer(s) / prospective purchaser(s) and the same shall be borne and paid by the purchaser. The stamp duty and registration charges as applicable in respect of the sale certificate to be executed shall be paid by the purchaser alone.
7. The public in general and the tenderers/ offerers are hereby cautioned from dealing with any individual or persons representing or claiming to be authorized agent/s of HDFC Bank Ltd. Please do not come in trap of unscrupulous brokers/estate agents.
8. HDFC Bank Ltd., reserves its right to accept or to reject the highest and / or all offer/s without assigning any reasons whatsoever.
9. Any person having any claim or right in respect of the said immoveable property/secured asset by way of inheritance, share, sale, mortgage, lease, lien, licence, gift, possession or encumbrance howsoever or otherwise is hereby required to intimate the Authorised Officer of HDFC Bank Ltd., within 7 days from the date of publication of this Notice of such claim, if any, with all supporting documents failing which the sale shall be completed without reference to such claim and the claims, if any, of such person shall be treated as waived and not binding on HDFC Bank Ltd./the Authorised Officer of HDFC Bank Ltd.

10. The tenderers are advised, in their own interest, to verify the area of the premises in question as also for any other dues like sales tax, excise duty etc. from the respective authorities to their satisfaction before submitting the tenders
11. Tenders with conditional offers shall be treated as invalid and correspondence about any change in the offers will not be entertained. If any tenderer wishes to give a fresh offer on or before the last date, then he needs to file a fresh tender with appropriate EMD.
12. The purchaser will be required to bear all the necessary expenses like Stamp Duty, Registration expenses etc. for transfer of the property in his/ her name.
13. The Bank reserves its right to accept or reject any or all the offers without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the bidders/ tenderers or sell the property through private negotiations with any of the bidders/ tenderers or any other party/ parties. The Bank's decision in this behalf shall be final
14. The sale certificate shall be issued in the same name in which the tender is submitted
15. Disputes, if any shall be within the jurisdiction of Hon'ble Debt Recovery Tribunal Mumbai only.
16. Words and expressions used herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002 and rules framed there under.
17. **In case of any difficulty in obtaining Tender Documents/ eBidding catalogue or inspection of the immovable properties / Secured Assets and for queries, please contact concerned officials of HDFC Bank Ltd Mr. Santosh Patil and Mr. Vikrant Shedge at 022-30751744 / 1676 and Officials of M/s e-Procurement Technologies limited (Auction Tiger) Ahmedabad contact No. 079-40230823/804/805/813/816/818/814, Contact persons : Mr Tilak Maratha, Mobile No. 09067799646 E-mail Tilak@auctiontiger.net , Mr. Vijay Shetty ,Mobile No. 09619120214, Email :vijay.shetty@auctiontiger.net , Fax No 079-40230 847**

For HDFC Bank Ltd.
sd/-

Date : 26th Apr 2017
Place : Mumbai

Authorised Officer