

E-AUCTION SALE

of

Plot No.86 an extent of 1200 Sq.ft, Plot No.85 an extent of 1200 Sq.ft. & Plot No.87 an extent of 1440 Sq.ft together with building at A.V.K. Nagar, Ariyamangalam Village,Trichy District

Sale of immovable property mortgaged to the secured creditor Under Securitization And Reconstruction of Financial Assets And Enforcement of Security Interest Act, 2002.

MURRAY & CO.

Will sell by online e-auction on www.murrays.in

Auction Id: 908/24/B004

Start time of E-Auction – 29th January 2025 at 12.00 P.M

End time of E-Auction – 29th January 2025 at 02.00 P.M*

(*subject to auto-extension)

Secured Creditor	M/s Shriram Finance Ltd
Borrower	Mr. S. Ram Prasad Agreement No. THLNRTF1711300010
Guarantors	(1) Mr. S. Senguttuvan (2) Mrs. S. Usha (3) Mrs. S. Kaliswari

Whereas under section 13(2) of the Securitization And Reconstruction of Financial Assets And Enforcement of Security Interest Act, 2002, the Authorised Officer of M/s. Shriram City Union Finance Limited had issued demand notice dated **17.08.2021** to the borrowers/guarantors/obligants and subsequently the Authorised Officer has taken possession of the under mentioned secured assets on **01.11.2021** under section 13(4) of the said Act, in respect of loan facilities granted to **Mr. S. Ram Prasad** (hereinafter referred to as the borrower).

Pursuant to the Scheme of Amalgamation approved by the Hon'ble NCLT, Chennai on 09.11.2022 in C.P. No: 69-76 of 2022, M/s. Shriram City Union Finance merged with M/s. Shriram Transport Finance Company Limited. Subsequently, the name of M/s. Shriram Transport Finance Company Limited stands changed to **M/s. Shriram Finance Limited** with effect from 30.11.2022 as per "Certificate of Incorporation Pursuant to change of Name" as certified by Registrar of Companies under Ministry of Corporate Affairs.

It has been decided to sell the secured asset mentioned hereunder through E-Auction for realization of the secured debts due to **M/s Shriram Finance Ltd.**, amounting to **Rs.75,23,124/- (Rupees Seventy Five Lakhs Twenty Three Thousand One Hundred and Twenty Four Only)** is due to us as on **17.08.2021** plus future interest/charges/other costs incurred by the secured creditor thereon till final payment/realization.

Schedule of the Property

Properties standing in the name of Mr.S.Senguttuvan, S/o. Mr. Sambandam

Trichy District, Trichy Registration District, Trichy Joint No.3 Sub Registration District, Trichy Taluk, within Ariyamangalam Zone of Trichy Corporation Limits, Ariyamangalam Village, in Survey No.206/1D and 206/1 an extent of Acre 2.94 Cents and the land divided into House plots and formed layouts named as "A.V.K. Nagar" bearing Plot No.86, 85 and 87:

Item No.1: Plot No.86 an extent of 1200 Sq.ft., together with building and all easement rights is situated within the following four boundaries:

South of : 20 Feet Wide Road,

West of : Plot No.87

East of : Plot No.85

North of : Pichai Pillai Vagaira Sampantham Pillai Punjai Land

Measurement: East to West on the both sides 30 feet and North to South on the both sides 40 Feet, totally an extent of 1200 Sq.ft.,

Item No.2: Plot No.85 an extent of 1200 Sq.ft., together with building, pathway and all easement rights is situated within the following four boundaries:

East of : Plot No.84

West of : Plot No.86

North of : Plot in Survey No.205/1A, New Survey No.205/1C belongs to Sampantham Pillai

South of : 20 Feet wide Road

Measurement : East to West on the both sides 30 feet and North to South on the both sides 40 feet, - totally an extent of 1200 Sq.ft.,

Item No.3: Plot No.87 an extent of 1440 Sq.ft., together with building, pathway and all easement rights is situated within the following four boundaries:

South of : 20 Feet wide East to West Road,

North of : Building in Survey No.205/1C belongs to P.M. Sampantham Pillai,

East of : Plot No.86 belongs to Savithri Ammal,

West of : 12 Feet wide North to South Road in Survey No.203/1

Measurement : East to West on the both sides 36 Feet and North to South on the both sides 40 Feet, totally an extent of 1440 Sq.ft.,

This Property within Ariyamangalam Town Panchayat and Thiruverambur Panchayat Union Limits.

Reserve Price

Rs.93,80,000/- (Rupees Ninety Three Lakhs and Eighty Thousand Only)

Lot Bidding Deposit / Earnest Money Deposit

Rs.9,38,000/-(Rupees Nine Lakhs and Thirty Eight Thousand only)

The title deeds of the property can be inspected at the office of the Auctioneers or the Secured Creditor during working hours from **20.01.2025**, by prior appointment. For appointments, contact the Authorised Officer Ms.T.Meenakshi (Contact No.:9942990802) or email property@murrays.in.

TERMS AND CONDITIONS OF SALE

1. The online auction sale is conducted under instructions from the Authorised Officer of **M/s Shriram Finance Ltd.**, Legal Department, No.145 (3rd Floor), Santhome High Road, Mylapore, Chennai – 600 004, the Secured Creditor, in exercise of the powers conferred on them under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, at the risk and expense of the defaulting borrower. The Authorised Officer of the Secured Creditor shall henceforth be referred to as the Authorised Officer. The highest bid is subject to confirmation by the said Authorised Officer.

2. The title deeds of the property can be inspected at the office of the Auctioneers or the Authorised Officer during working hours from **20.01.2025**, by prior appointment. For appointments, contact the Authorised Officer Ms.T.Meenakshi (Contact No.:9942990802) or email property@murrays.in. All persons desirous of bidding in the auction are to satisfy themselves, prior to the sale, as to the title to the property as well as to the identity and correctness of the description of the property and the measurement and boundaries of the same, as by having the property knocked down to him or her, the purchaser shall be held to have waived all objections to the title and no mistake that may afterwards appear to have been made in the description of the property or any error in the particulars of the same shall be held to affect the sale or entitle the purchaser to any compensation in respect thereof. The property is sold in 'as is where is and whatever there is' basis and the principle of Caveat Emptor will apply.
3. The property can be inspected by the prospective bidders with prior appointment with the Authorised Officer Ms.T.Meenakshi.
4. The property being sold is the right, title and interest the secured creditor has over the property. The secured creditor is holding physical possession of the property.
5. The Authorised Officer is not aware of any outstanding liabilities on the property or any statutory dues to the authorities. It is the responsibility of the bidders to ascertain the same. No sale shall be invalidated for the reason of the bidder not being aware of any or all outstanding liabilities, statutory or otherwise, on the property. All Statutory Dues/Liabilities/Electricity Bills, etc. due and payable to the Government/Local Body or Other Authorities, if any, shall be borne by the Purchasers(s).
6. All intending bidders shall pay into the hands of the Auctioneers the Lot deposit of **Rs.9,38,000/- (Rupees Nine Lakhs and Thirty Eight Thousand only)** by means of Demand Draft or Pay Order drawn in favour of MURRAY & CO. or by way of online transfer (NEFT/ RTGS) to MURRAY & CO. (email admin@murrays.in for account details), prior to commencement of auction. Cash or cheque payments will not be accepted.
7. Bids should be submitted only through the Online e-auction Portal www.murrays.in. All parties desirous of submitting their online bids should register themselves on the said portal by going through the two stage registration process, providing the necessary KYC documents and charges. No party would be able to take part in the sale without prior registration on the said portal. While registering, parties should make sure their name, address, PAN, GSTIN are correctly entered. Parties should note that under no circumstances will requests for raising sale documents on a different name be considered. If any bidder is taking part in the online auction on behalf of another individual or entity, proper authorisation letters from the principal must be submitted at the time of registration and the registration must be done in the name of the principal. Prospective bidders must note that typically the registration process could take up to 2 working days to complete and are advised to register well in advance.
8. Registered parties can take part in the sale and submit e-bids for any of the lots, subject to remitting the necessary Lot Deposit/ Earnest Money Deposit (EMD) of **Rs.9,38,000/- (Rupees Nine Lakhs and Thirty Eight Thousand only)**. The lot deposits may be paid either through online transfer by obtaining the bank account details from the AUCTIONEER or through DD/ PO favouring MURRAY & CO., payable at Chennai. Deposits must be paid well in advance. In case of online remittance, credit will be given to the party only on receipt of moneys into the designated bank account. The party should provide the UTR/ Bank Reference number to enable the AUCTIONEER to verify the same.
9. Parties should shortlist lots, assign deposits and place their bids from the Bidding Room. Parties will have three options of bidding namely, Flexi-Bid, Next-Bid and Auto-Bid and can

utilise any of the three bidding options to record their progressive bids. All bids shall be exclusive of GST & other levies if any.

10. Parties can submit their bids from **29th January 2025 at 12.00 P.M.** The online auction will be subject to unlimited auto-extensions i.e. if any bid is made in the last 5 minutes of the auction, the end time will automatically be extended by another 5 minutes, allowing all bidders equal opportunity to submit bids. The auction will be closed when there are no further competing bids at the end time, scheduled or extended. All bids must be placed before the end time indicated against the lot. Parties are advised to not wait till the last seconds to submit their bids.
11. The Reserve price will be the starting bid and bidders will not be allowed to bid below the starting bid. All competing bids must be higher than the prevailing high bid by at least one bid increment. The minimum bid increment is **Rs.50,000/- (Rupees Fifty Thousand only)**.
12. All times indicated are only as per the server clock on the portal and no party shall be entitled to raise objections that they were not able to place their bids based on any other clock. It is suggested that all parties place their bids well before the end time. The AUCTIONEER or Authorised Officer shall not be liable for poor internet connection at the bidder's end and the bidder shall not be entitled to claim or demand extension of time for bidding on any account.
13. At the end of the auction, the high bid at that time would be declared the highest bid and the bidder making the highest bidder would be the highest bidder. All other bidders shall be entitled to refund of their lot deposit, without interest.
14. No bidder shall withdraw his or her bid once placed. In the event of any bidder withdrawing the bid, their lot deposit will stand forfeited.
15. The highest bidder at the end of the auction shall be declared the Provisional Purchaser. The highest bidder shall immediately i.e. on the same day or not later than next working day of being declared the provisional purchaser, remit 25% of the value (including the Lot Deposit) as EMD, to the AUCTIONEER. Non payment of the EMD could result in cancellation of the provisional allotment and forfeiture of the Lot Deposit.
16. On receipt of the EMD, the AUCTIONEER will place the highest bid before the Authorised Officer for acceptance. The highest bidder shall not withdraw his or her bid for a period of 1 week, till the Authorised Officer decides on the offer. If the highest bidder withdraws his or her bid prior to confirmation by the Authorised Officer, the lot deposit paid shall be forfeited and the property resold at the risk and expense of the defaulting bidder.
17. If the Authorised Officer accepts the highest bid, the highest bidder would be the purchaser. If the Authorised Officer rejects the highest bid, the highest bidder shall be entitled to refund of the lot deposit without interest.
18. In order to claim refund of the deposit, unsuccessful bidders should submit Request for Refund on the portal, which will be processed by the AUCTIONEER within 2-3 working days. Bidders desiring to have the refund made through online transfer may send their bank details by email from their registered email address to admin@murrays.in once their request has been successfully processed.
19. Acceptance of the highest bid by the Authorised Officer will be communicated by the Auctioneer to the highest bidder to the address on record and to the registered email.
20. The purchaser shall pay the balance sale consideration to the Auctioneers within 15 days from the date of confirmation of sale by means of Demand Draft/Pay Order/RTGS drawn in favour of **MURRAY & CO.**, when the purchase shall be deemed to have been completed. **Cash/Cheque payment will not be accepted.**

21. If the purchaser neglects or refuses to comply with the above conditions or any of them, the money paid upto the default shall be forfeited and shall not be refundable and the Auctioneers shall thereupon and without any notice to the purchaser be at liberty to re-sell the property as directed by the Authorised Officer and the deficiency if any arising from such re-sale together with all the expenses attending the re-sale shall be made good by the defaulting purchaser and in case of any advantage shall forfeit the same.
22. On payment by the purchaser of the residue of the purchase money as per Clauses above, the property will be conveyed to the purchaser in the manner decided by the Secured Creditor. The Secured Creditor would not be required to undertake to any covenants other than those that a creditor who doesn't hold physical possession of the property would be able to make. The cost of execution of conveyance shall be borne by the purchaser.
23. Provided always that if the defaulting borrower settles the entire amounts due to the Secured Creditor before execution of the conveyance, the sale would stand cancelled and the entire amounts paid by the successful bidder would be returned forthwith, without interest.
24. The Authorised Officer reserves the right to reject any or all the bids and of postponing the auction at any time, without assigning any reason therefor.
25. The decision of the Authorised Officer shall be final and binding on all parties.
26. By taking part in the online auction, the bidders expressly indicate their acceptance to all the terms and conditions hereinabove mentioned.

MURRAY & CO.

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