

Date: 21st August 2023

To,

1. **Satyam Automobiles Pvt LTD**
N. H.31, Near Gyan Bharti School,
PO-Begusarai, Bihar-851101

2. **Mr. Yogendra Rai**
Yogendra PD Rai,
Shri Krishna nagar,
Ward-7, Harrakh,
Begusarai-851101.

Also at:

Mr. Yogendra Rai
Plot No .80 (P) PO -Tilrath Barauni
Industrial Area,
Barani Purnea Highway, Anchal-Barauni -
851122

3. **Mr. Sanjeev Rai**
Power house Road,
Begusarai-851101

4. **Ms. Namita Rai**
Flat no.F3,
Singheswar Place,
Near Baldwin academy,
East Boring Canal Road,
Patna-800001. Bihar

5. **Ms. Bhamini Rai**
Shri Krishna nagar,
Ward-7, Harrakh,
Begusarai-851101, Bihar

SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES [UNDER RULE 8(6)]

E-Auction Sale Notice for Sale of Immovable Assets under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8 (6) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower (s) and Guarantor (s) that the below described immovable property mortgaged to the Secured Creditor, the physical possession of which has been taken on 10th of April, 2023 by the Authorized Officer of **Mahindra & Mahindra Financial Services**

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Limited being the Secured Creditor and will be sold on "As is where is", "As is what is", and "Whatever there is" on 5th of October, 2023 for recovery of Rs. 4,24,58,055.15 (Rupees Four Crore Twenty Four Lacs Fifty Eight Thousand Fifty Five only and Paise fifteen only) as on 28th March, 2017 due to the Secured Creditor ("Mahindra and Mahindra Financial Services Limited") from Satyam Automobiles Pvt LTD, Mr. Yogendra Rai, Mr. Sanjeev Rai, Ms. Namita Rai and Ms. Bhamini Rai.

| | | |
|---|---|--|
| 1 | Name of the Borrower & Mortgagor | Satyam Automobiles Pvt LTD [Borrower]; Mr. Yogendra Rai [Mortgagor] |
| 2 | Name of the Secured Creditor/ Lender | Mahindra & Mahindra Financial Services Ltd |
| 3 | Date; Time & Venue of Auction | 5 th of October, 2023 at 11:00 AM Plot no 6, beside Cimage College, Sri Krishna Puri Park, Boring Road, Patna-800001 |
| 4 | Lot- I* | Demand Notice dated- 30 th March,2017 ; Amount Due: Rs. 4,24,58,055.15 (Rupees Four Crore Twenty Four Lacs Fifty Eight Thousand Fifty Five only and Paise fifteen only) Date of Possession: 10 th April 2023 |
| 5 | Earnest Money Deposit ("EMD") | Rs. 14,42,740 |
| 6 | Reserve Price | Rs. 1,44,27,400 |
| 7 | Bid Incremental Amount | Rs. 1,00,000/- (Rupees One lac Only) |
| 8 | Date & Time of inspection of property for intending purchaser Contact Person Name, Number & Email-Id | 12 th to 20 th of September, 2023 Between 10:00 AM to 5:00 PM 1. Mrs. Sushmita Garima :9619098774 Garima.sushmita@mahindra.com; 2. Ms. Soni Sangle :9920165242 SANGLE.SONI@mahindra.com 3. Mr. Pabak Das : 9032864960 das.pabak@mahindra.com |



DESCRIPTION OF IMMOVABLE PROPERTIES

***LOT-I:** A First and exclusive charge by way of mortgage of all that piece & parcel of Industrial & Commercial Land & Building along with all the sheds, structures, super-structures, fittings, electrical installations thereon or any other structures on the land- Industrial Plot No .80 (P) PO-Tilrath Barauni Industrial Area, Barani, Purnea Highway, Anchal-Barauni-851122 owned by Mr. Yogendra Prasad Rai & Sri Sanjeev K Rai-Director of Saytam Automobiles Pvt Ltd. The details of land are as below:

Deed no. 7430 dated 24th Dec. 2014- Mouza-Deona Thana No. - 535 Touzi no-1218 Khata no. 05 Khesra no. 62(P) & Mouza-Makhopur Thana no. 534 Touzi no-3973 Khata no. 19 Khasra no. 53(P) 54(P) Industrial Plot no. 80(P) **Area-28314 sqft. Anchal-Barauni.**

Boundaries:-

North-M/s. Durga Chemicals; South-Industrial Plot no. 62(P).

East-Industrial Road; West-M/s. Charm Udyog

Deed no. 7429 dated 24th Dec. 2014: Mouza-Deona Thana No. - 535 Touzi no-1218 Khata no. 05 Khesra no. 62(P) & Mouza-Makhopur Thana no. 534 Touzi no-3973 Khata no. 19 Khesra no. 53(P) 54(P) Industrial Plot no. 80(P) **Area-7899 sqft. Anchal-Barauni.**

Boundaries:-

North-Industrial Plot no. 62(P); South-M/s. Star Plus Industries.

East-Industrial Road; West-M/s. Charm Udyog

TERMS & CONDITIONS: (1) The properties is being sold on “As is where is”, “As is what is” and “Whatever there is” as such sale is without any kind of warranties and indemnities. (2) The aforesaid properties shall not be sold below the reserve price mentioned above. Intending bidders are required to deposit the EMD as stated above by way of **demand draft payable at Mumbai and favoring “Mahindra and Mahindra Financial Services Ltd” drawn on any nationalized or scheduled bank.** (3) Bids are invited for the lots together with Bid Price clearly mentioned. (4) The EMD deposit shall be adjusted in the case of successful bidder, and for others will be refunded within 7 days after opening of the bids. The earnest money deposit will not carry any interest. (5) The bid shall be submitted along with the aforesaid EMD in a sealed cover super scribed “**Offer for purchase of Property (Lot No. Lot-I)**” so as to reach **Ms. Sushmita Garima, Authorized Officer, Mahindra and Mahindra Financial Services Limited, Address-Plot no 6, beside Cimage College, Sri Krishna Puri Park, Boring Road, Patna-800001 Or Ms. Soni Sangle, Authorized Officer, Mahindra and Mahindra Financial Services Limited, Address-Plot no 6, beside Cimage College, Sri Krishna Puri Park, Boring Road, Patna-800001** on or before **5th of October, 2023 at 10.00 A.M.** (6) Bids so received by the Authorized Officer shall be opened in presence of all the bidders at the Venue on the given time. The Authorized Officer after opening the bids shall also make an auction and the bidders are entitled to participate in the auction and the highest bidder in the auction shall be declared as the purchaser. (7) The successful Purchaser/s of the Lots, shall deposit 25% of the sale price, adjusting the EMD already paid, immediately or latest before closing hours of the next working day after the acceptance of bid price by the Authorized Officer in respect of the sale, failing which the earnest deposit shall be forfeited. (8) The balance sale price should be paid by the purchaser to the authorized officer on or before 15th day of confirmation of sale of the immovable property or within such extended period as may be agreed upon in writing by and between the purchaser and the



secured creditor, in any case not exceeding 3 months. In case of failure to deposit the balance amount within the prescribed period, the amount deposited shall be forfeited. (9) The successful purchaser would bear the Charges/fees payable for conveyance such as stamp duty, registration fee, etc., as applicable as per law for the immovable properties. (10) To the best of the knowledge and information of the Authorized Officer no encumbrances exists on the property (11) The Purchaser shall bear all the applicable charges, levies, taxes, duties if any payable on demand on such properties which is exclusive of the sale price. (12) The 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/its name, at his/its own cost and expense.(13) The purchaser shall make his own arrangement for getting required consents, permissions, approvals, power connection, water and other facilities and payment of arrears of rates & taxes of the said property and shall meet all the costs of whatever nature to be incurred in that behalf. Lender shall not be liable to pay any arrears of charges and costs/expenses by whatever name known or called, if any, in respect of the same. The purchaser shall make own inquiries about arrears of dues for supply of power, water, duties, cess, levies, imposts, taxes, penalties etc. and other facilities, if any, and it shall be borne and paid by the purchaser alone. (14) The Authorized Officer is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer (s) or adjourn/postpone/cancel the Bid without assigning the reason thereof. (15) The sale is subject to conditions prescribed in the SARFAESI Act/Rules, 2002.

STATUTORY 30 DAYS SALE NOTICE UNDER RULE 8 (6) OF THE SARFAESI ACT, 2002;

The borrower(s)/guarantor(s), corporate guarantor(s) and mortgagor(s) are hereby notified to pay the sum as mentioned above along with up to dated interest, legal charges and ancillary expenses before the Bid cum Auction date, failing which the property will be sold/auctioned and balance dues, if any, will be recovered with interest, legal charges and other cost.

The publication dated **24th August 2023** is also a 30 days' notice to all the above borrowers, Guarantors, and Mortgagor/s.

Yours faithfully,



For Mahindra and Mahindra Financial Services Limited

Mr. Pabak Das

Designation: Manager -Legal

Authorised Signatory.

Sale Notice of Satyam Automobiles Pvt.Ltd. dated on
21st August 2023.

SME-432

भारतीय डाक

India Post

RM022179218IN IVR:8277022179218
RL GHATKOPAR WEST SD <400086>
Counter No:2,23/08/2023,09:49
To:SATYAN AUTO,,
PIN:851101, Begusarai HO
From:MAHINDRA AN,AGASTYA
Wt:25gms
Amt:30.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Mask

भारतीय डाक

India Post

RM022179221IN IVR:8277022179221
RL GHATKOPAR WEST SD <400086>
Counter No:2,23/08/2023,09:49
To:YOGENDRA RAI,WARD 7
PIN:851101, Begusarai HO
From:MAHINDRA AN,AGASTYA
Wt:25gms
Amt:30.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Mask

भारतीय डाक

India Post

RM022179235IN IVR:8277022179235
RL GHATKOPAR WEST SD <400086>
Counter No:2,23/08/2023,09:49
To:YOGENDRA RAI,PLOT N 80
PIN:851121, Barkhunt S.O
From:MAHINDRA AN,AGASTYA
Wt:25gms
Amt:30.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Mask

भारतीय डाक

India Post

RM022179249IN IVR:8277022179249
RL GHATKOPAR WEST SD <400086>
Counter No:2,23/08/2023,09:49
To:SANJEEV RAI,,
PIN:851101, Begusarai HO
From:MAHINDRA AN,AGASTYA
Wt:25gms
Amt:30.00(Cash)
<Track on www.indiapost.gov.in>

<Dial 18002666868> <Wear Mask

भारतीय डाक

India Post

RM022179252IN IVR:8277022179252
RL GHATKOPAR WEST SD <400086>
Counter No:2,23/08/2023,09:49
To:HAMITA RAI,FLAT N F3
PIN:800001, Patna GPO
From:MAHINDRA AN,AGASTYA
Wt:25gms
Amt:30.00(Cash)
<Track on www.indiapost.gov.in>

भारतीय डाक

India Post

RM022179266IN IVR:8277022179266
RL GHATKOPAR WEST SD <400086>
Counter No:2,23/08/2023,09:58
To:BHAMINI RAI,WARD 7
PIN:851101, Begusarai HO
From:MAHINDRA AND MAHINDRA,,
Wt:25gms
Amt:30.00(Cash)
<Track on www.indiapost.gov.in>