

Date: 26th December 2023

To,

1. Kwaliti Limited

KDIL House, F-82, Shivaji Place,
Rajouri Garden New Delhi West
Delhi DL 110027 IN

2. M/s Kwaliti Limited (In liquidation)

Mr. Shailendra Ajmera
Emst & Young LLP, 3rd Floor,
Worldmark 1, Aerocity Hospitality,
New Delhi, National Capital Territory of Delhi – 110037.

3. Mr. Sanjay Dhingra

H. No. 14, Road No. 08,
East Punjab Bagh,
Delhi – 110026

4. JTPL Townships Private Limited

JTPL House, F-82, District Centre, Shivaji Place,
Rajouri Garden New Delhi West,
New Delhi DL 110027 IN

5. JTPL Private Limited

(Formerly known as JTPL Townships Private Limited)

Kharar- Landran Rd, Sector 115,
Sahibzada Ajit Singh Nagar,
Dist. Mohali, Punjab-140307

Subject: Notice for Sale under Rule 8 (5) and (6) read with Rule 9(1) of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 & Security Interest (Enforcement) Rules, 2002.

Dear Sir,

On your failure to repay the dues demanded vide notice issued under Sec.13(2), the Authorized Officer had attempted to sell the Immovable secured assets described in the Schedule herein through Bid cum Auction on **7th August 2023** by following the process laid down under the captioned Act and Rules made thereunder.

The Bid cum Auction(s) conducted as detailed above in respect of the schedule property were not successful for want of bidders / bids above reserve price. In lieu of this we have been scouting for buyers and one of the parties has evinced interest in purchasing the Schedule Property(ies) at the **Reserve Price of Lot I to V - Rs. 27,30,73,212/- (Rupees Twenty Seven Crore Thirty Lakhs Seventy Three Thousand Two Hundred Twelve only)** of the last failed Bid cum Auction(s) and on such other terms as mentioned in Annexure-I, which are agreeable to **Mahindra & Mahindra Financial Services Ltd ("Lender")** and to the proposed purchaser. As the Schedule Property (ies) could not be sold through auction(s) held earlier, the Lender has decided to sell the property to the proposed purchaser by executing necessary documents on **15th of January 2024**, i.e. **Monday** by way of **Private Treaty**.

If you fail to pay the dues outstanding of **Rs. 48,26,47,983.92 (Rupees Forty Eight Crore Twenty Six Lakhs Forty Seven Thousand Nine Hundred Eighty Three and Ninety Two Paise only)** as on **28th February 2023** along with further interest till the date of final payment, within 15 days from the date of receipt of this notice, the schedule property(ies) shall be sold to the proposed purchaser as per the terms agreed between the Lender and the proposed purchaser without any further notice to you. If the sale proceeds of the schedule property are insufficient to realize the outstanding dues under the loan account, the legal action initiated / to be initiated against you and others shall continue / follow until full recovery of the outstanding dues are made.

DETAILS OF IMMOVABLE PROPERTIES

A first and exclusive charge by way of mortgage on land & building and structures thereon at Sector 115, Kharar-Landhran Road, Mohali, Punjab owned by M/s JTPL Townships Private Limited (later changed to JTPL Private Limited). The details of each **LOTS** are as mentioned below:

SCHEDULE- I

1	Name of the Borrower & Mortgagor	Kwality Limited [Borrower]; JTPL Private Limited (Formerly known as JTPL Townships Private Limited) [Mortgagor]		
2	Name of the Secured Creditor/ Lender	Mahindra & Mahindra Financial Services Ltd		
3	Date of Sale	15th January 2024 (Monday) at 11:00 AM to 4 PM		
4	Reserve Price (below which the property cannot be sold)	LOTS	RESERVE PRICE	Description & Measurement
		Lot- I	Rs. 5,83,90,200/-	12918 sq. ft
		Lot – II	Rs. 5,44,30,992/-	10996 sq. ft
		Lot – III	Rs. 4,95,00,000/-	14469 sq. ft
		Lot – IV	Rs. 4,39,78,320/-	32744 sq. ft
		Lot – V	Rs. 6,67,73,700/-	52995 sq. ft
		Total	Rs. 27,30,73,212/-	

Detail address of the Property:

The abovesaid properties i.e. **LOT -I to LOT -V** are under the possession of the Lender and also fencing with pillars and wires. The said properties fall under following khasra numbers.

All that Part and parcel of land measuring 06 kanal 00 Marla i.e. 1/3rd share out of total land measuring 17 kanals 19 marlas bearing khewat/khatoni no. 103/106 comprised under khasra no. 27//11/1(6-0), 20/2(6-0), 28//15(4-13), 16(1-6) kittas 4 situated at Village Santemajra, H.B. No. 186 Tehsil Kharar District SAS Nagar Mohali as per Jamabandi for the year 2003-04 as per sale deed bearing vasika no. 6571/1, dated 13.1.2006 registered with Sub Registrar Kharar, Distt. Mohali.

All that part and parcel of land measuring 02 kanal 00 Marla i.e. 40/226 share out of total land measuring 11 kanals 06 marlas comprised under khewat/khatoni no. 105/110 khasra no. 26/9/2(3-6), 10(8-0) kittas 2 and land measuring 01 kanal 11 Marlas comprised under khewat/khatoni no. 109/114 khasra no. 26//11/2(1-11) and land measuring 01 kanal 02 marlas i.e. 22/31 share out of total land measuring 01 kanal 11 marlas bearing khasra no. 26//12/2(1-11) and land measuring 07 kanals 07 marlas i.e. 147/160 share out of total land measuring 08 kanals 00 marla comprised under khewat/khatoni no. 194/209 khasra no. 26//20(8-0) situated at village Santemajra, H.B. No. 186 Tehsil Kharar District SAS Nagar Mohali as per Jamabandi for the year 2003-04 as per sale deed bearing vasika no. 3237/1, dated 17.9.2008 registered with Sub Registrar Kharar. All that part and parcel of land measuring 05 kanal 17 marlas comprised under khewat/khatoni no. 119/122, Khasra no. 27//11/1/1(1-4), 28//15(4-13) kittas 02 and land measuring 00 kanal 03 Marlas i.e. 3/13 share

out of total land measuring 00 kanal 13 Marlas bearing khasra no. 27//20/2/2 (0-13) situated at Village Santemajra, H.B. No. 186 Tehsil Kharar, District SAS Nagar, Mohali as per Jamabandi for the year 2008-09 as per sale deed bearing vasika no. 2788/1, dated 4.8.2015 registered with Sub Registrar Kharar, Distt. Mohali.

For Mahindra and Mahindra Financial Services Limited

Authorised Officer

Annexure I

Standard terms and conditions for sale of property through Private Treaty are as below:

1. Sale through Private Treaty will be on "AS IS WHERE IS BASIS" and "AS IS WHAT IS BASIS" as such sale is without any kind of warranties and indemnities.
2. The Purchaser will be required to deposit 25% of the Sale consideration on the day of Sale i.e., **15th January 2024**.
3. Once the offer is accepted by the undersigned on date of sale, Proposed Purchaser will be required to deposit balance 75% of the sale consideration through valid cheque/DD on the same day of the Lender's acceptance of offer for purchase of property or on such other terms as may be settled between Lender and proposed Purchaser in writing.
4. The Purchaser(s) has/have the option to bid for the entire Schedule property of Lot I- Lot V or may choose to bid on any single property out of Lot I to Lot V.

5. Failure to remit the amount as required under clause (2) above will cause forfeiture of amount already paid including 10% of the amount paid along with application.
6. In case of non-acceptance of offer of purchase by the Lender, the amount of 10% paid along with the application will be refunded without any interest.
7. The property is being sold with all the existing and future encumbrances whether known or unknown to the Lender. The Authorized Officer / Secured Creditor/ Lender shall not be responsible in any way for any third-party claims / rights / dues.
8. The Proposed Purchaser should conduct due diligence on all aspects related to the property (under sale through private treaty) to his satisfaction. The purchaser shall not be entitled to make any claim against the Authorized Officer / Secured Creditor/Lender in this regard at later date.
9. The Proposed 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 name, at his own cost and expense.
10. The Proposed Purchaser shall make your own arrangement for getting required consents, permissions, approvals, power connection, water and other facilities and payment of arrears of charges and costs/expenses by whatever name known or called, imposts, taxes, penalties etc and other facilities, if any, and it shall be borne and paid by you.
11. The Proposed Purchaser have to bear all stamp duty, registration fee, and any other expenses, taxes, duties in respect of purchase of the property.
12. Sale shall be in accordance with the provisions of SARFAESI Act / Rules.
13. Authorized Officer reserves the right to reject your offer of purchase without assigning any reason thereof.
14. For further details, you may visit <https://www.mahindrafinance.com/sme-loans/auction-sarfaes>.

For Mahindra and Mahindra Financial Services Limited

Authorised Officer

