**NOTICE OF SALE THROUGH PRIVATE TREATY**

**SALE OF IMMOVABLE ASSETS CHARGED TO PEGASUS ASSETS RECONSTRUCTION PVT LTD. UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002 (SARFAESI ACT).**

The undersigned as Authorized Officer of Pegasus Assets Reconstruction Pvt. Ltd. (Pegasus) has taken over possession of the schedule property u/s 14 under the provision of SARFAESI Act in its capacity as Trustee of Pegasus Group Thirty-Nine Trust-2. In view of the aforesaid the below mentioned mortgaged property will be sold through Private Treaty on **“As is where is”, “As is what is”, and “Whatever there is” basis** with all known and unknown liabilities on **12.09.2023**, for recovery of Rs.47,14,263.85/- (Rupees Forty Seven Lakhs Fourteen Thousand Two Hundred Sixty Three and Eighty Five Paise Only) being the dues of M/s. Ambrosia Apparels as on 11/08/2023 plus interest w.e.f. 12/08/2023 plus, costs, charges and expenses thereon to Pegasus Assets Reconstruction Pvt. Ltd. from M/s. Ambrosia Apparels, Guarantors/Co-borrowers- Smt. Pratibha Dimri (Proprietor & Co-Borrower), Sh. Chandra Mohan Dimri (Co-Borrower).

**The Reserve price will be Rs. 39,61,000/- (Rupees Thirty Nine Lakhs Sixty One Thousand Only) and the earnest money deposit will be Rs. 3,96,100/- (Rupees Three Lakhs Ninety Six Thousand One Hundred Only).**

Public at large is informed that the secured property as mentioned in the Schedule are available for sale through Private Treaty, as per the terms agreeable to Pegasus.

Standard terms & conditions for sale of property through Private Treaty are as under:

1. Sale through Private Treaty will be on “AS IS WHERE IS BASIS” and “AS IS WHAT IS BASIS” and “WHATEVER THERE IS BASIS”.
2. The purchaser has to deposit 10% of the offered amount along with application which will be adjusted against 25% of the deposit to be made as per clause (3) below.
3. The purchaser will be required to deposit 25% of the sale consideration on the next working day of receipt of Pegasus acceptance of offer for purchase of property and the remaining amount within 15 days thereafter. (Pegasus at its

1. discretion may extent the 15 days’ time and in any case it will not exceed three months.)
2. Failure to remit the amount as required under clause (3) above, will cause forfeiture of amount already paid including 10% of the amount paid along with application.
3. In case of non-acceptance of offer of purchaser by Pegasus, the amount of 10% paid along with the application will be refunded without any interest.
4. The property is being sold with all the existing and future encumbrances whether known or unknown to Pegasus. The Authorized Officer / Secured Creditor shall not be responsible in any way for any third-party claims / rights / dues.
5. Bids shall be submitted through Offline/Application to our corporate Office address: Pegasus Assets Reconstruction Pvt. Ltd. at 55-56, 5th floor, Free Press House, Nariman Point, Mumbai- 400021. Bids should be submitted on or before 11.09.2023 till 4.00.p.m. Email address: nitin@pegasus-arc.com / surender@pegasus-arc.com  In addition to the above, the copy of Pan card, Aadhar card, Address proof, in case of the company, copy of board resolution passed by board of directors of company needs to submitted by the bidder.
6. The sale is subject to confirmation from Pegasus. If the borrowers/co-borrowers/guarantor pay the amount due to the Pegasus in full before date of sale, no sale will be conducted.
7. **Intending Bidders shall deposit the aforesaid EMD/s on or before the date and time mentioned herein above by way of a Demand Draft / Pay Order drawn in favor of “Pegasus Group Thirty Nine Trust 2” payable at Mumbai or EMD by RTGS/NEFT/Fund Transfer to the credit of A/c no.** **409819116155, A/c name: - Pegasus Group Thirty Nine Trust 2, Bank Name: RBL Bank Limited, Branch Office: Ground Floor, Mittal Court, 224 Nariman Point, Mumbai-400021, MICR Code: 400176023, IFSC Code: RATN0000155.**
8. The 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 in this regard at a later date.
9. The purchaser shall conduct due diligence upon the litigation pending against the secured asset, The purchaser shall not be entitled to make any claim against the Authorized Officer / Secured Creditor in this regard at a later date.
10. Pegasus reserves the right to reject any offer of purchase without assigning any reason.
11. If any bidder submits its bid matching the reserve price (i.e. Rs. 39,61,000/-) and or above, Pegasus will conduct an inter se bidding between the interested parties and sale will be knocked down in favor of the highest bidder.
12. The purchaser has to bear all stamp duty, registration fee, and other expenses, taxes, duties in respect of purchase of the property.
13. Sale shall be in accordance with the provisions of SARFAESI Act/Rules.
14. The interested parties may contact the Authorized Officer for further details / clarifications and for submitting their application. For the detailed terms and condition of the sale please refer to the link provided in the secured creditors website i.e. “www.pegasus-arc.com” and you may contact Mr. Nitin Kashyap-8447636680 Mr. Surender Singh-8947960010.

**SCHEDULE**

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| **Description of the Property** |
| “MIG FLAT NO. F-1, 1ST FLOOR (WITHOUT TERRACE RIGHTS), PLOT NO. 9/68, JUDGE COLONY, VAISHALI GHAZIABAD (U.P.)-201001., ADMEASURING AREA 474.89 SQ.MTR”. |
| **Reserve Price (Rs.) (Below which** **the properties will not be sold)** | **Rs.39,61,000/- (Rupees Thirty Nine Lakhs Sixty One Thousand Only)** |
| **Earnest Money Deposit** | **Rs.3,96,100/- (Rupees Three Lakhs Ninety Six Thousand One Hundred Only)** |

**This publication is also a ‘Fifteen days’ notice to the borrowers/guarantors under Rule 8 (6) & 9 (1) of The Security Interest (Enforcement) Rules, 2002.**

 **Authorised Officer**

**Date: 22/08/2023 Pegasus Assets Reconstruction Private Limited**

**Place: Ghaziabad (U.P.) (Trustee for Pegasus Group Thirty-Nine Trust 2)**