

ALTAR TO ALTERCATION

A peek into the complexity of prenuptial agreements in India, and why Goa is the only outlier

BHAVINI MISHRA New Delhi, 8 March

startup founder in Delhi, while he was preparing for his wedding, consulted a lawyer about the management of his assets. What he wanted was a prenuptial agreement, what he ended up getting was a memorandum of understanding (MoU).

For, in India, where many believe marriages are made in heaven, man-made prenups have limited value.

"A lot of high net worth individuals, even women, have been coming to us for an MoU before getting married," says Sarah Kapadia, Partner at law firm Vesta Legal. "I want to reiterate that prenups are not legally enforceable."

So, what is the MoU for? "These clients want an MoU to create an understanding on everything such as what happens after a certain number of years of marriage, what happens to the children, who gets custody, what kind of education the children will receive," says Kapadia.

In October last year, a family court in Mumbai granted divorce to a couple while holding that their prenuptial agreement was unenforceable. The court, however, said the agreement will still have a persuasive value, meaning the court will take it into consideration but not be guided by it The court

for, or if there is no contract, it is presumed that the parties acquire joint ownership of all assets. The wife is entitled to half of it and it cannot be disposed of without consent.

In other parts of India, in the absence of a Uniform Civil Code, most marriages are solemnised under the personal law of the parties or, alternatively, in accordance with India's secular marriage law, or civil law. The parties' rights in relation to divorce, guardianship, and alimony are largely governed by the same law.

Under the Hindu Marriage Act, 1955, which applies to Hindus, Buddhists, Jains and Sikhs, marriage is regarded as a "sacred alliance" that cannot be broken or dissolved as a civil contract, except as per the strict provisions of personal laws, and that presents a problem for enforcement of prenuptial agreements.

The Indian Christian Marriages Act, 1872 also regards marriages as a sacrament.

Muslim Law is not codified in India and uncodified Sharia law governs the rules of marriage and divorce largely as per customary rituals, which are different for Sunnis and Shias. Muslim marriages are considered to be pious civil contracts under a binding agreement known as Nikahnama, which includes mahr, an amount offered as consideration to the bride at the time

of marriage. "This can be viewed in the same light as a

PHOTO: SHUTTERSTOCK

Apart from registering their properties in names of family members, some gift their shares in family-owned companies to family members or establish trusts or companies whereby the legal title to the assets is not held by one of the parties. However, this does not preclude the courts from taking the holdings into account as a financial resource. As a result, no asset can be out of reach for a contesting spouse.

The courts are not empowered to distribute assets acquired during marriage or in any other manner. However, when maintenance and alimonv is claimed by a non-earning spouse, the courts require a full and fair disclosure of the assets, on the basis of which they calculate the maintenance, or alimony.

Prenup prejudice

People in India are largely sceptical about or opposed to prenuptials and regard marriages as pious, holy, and sacred.

"We are however seeing a shift towards acceptance in recent years. Prenuptial agreements have started becoming popular in the upper classes in Delhi and Mumbai," says Lohiya.

In a Hindu law case of 2016, after the death of the husband, the wife produced a prenuptial specifying a regime for separation of assets. The court did take the agreement into consideration.

In another case, one of Muslim Law, an agreement providing for the payment of maintenance was upheld, as it was not seen opposed to public policy.

Cases where prenups came a cropper...

 A prenuptial agreement contemplating that the husband will never move the wife from her parent's residence was held to be opposed to public policy [Tekait Mon Mohini Jemadai v Basanta Kumar Singh, ILR (1901) 28 Cal 751] [Hindu Law].

 A similar agreement was ignored in Sribataha Barikv Musamat Padma, AIR 1969 Ori112[Hindu Law]

An agreement between husband and wife contemplating the possibility of living apart on a future date was held to be opposed to public policy and therefore not enforceable [Krishna Aivar v Balammal, ILR (1911) 34 Mad 398][Hindu Law]

A similar agreement was ignored in A E Thirumal Naidu v Rajammal alias Rajalakshmi. 1967 SCC On Line Mad 3 [Hindu Law]

An agreement that the husband would stay with his wife in his mother-in-law's house and will always stay with his wife, failing which the wife's mother would be at liberty to marry her off to someone else

was held to be contrary to public policy [Khatun Bibi v. Rajjab, 1926 SCC OnLine All 134 [Muslim Law]

• An agreement between the husband and wife that the husband shall not ill-treat his wife, failing which she will be entitled to reside elsewhere and claim maintenance and rent, was not upheld on the ground that under Muslim Law a divorced wife is not entitled to maintenance or rent after the Iddat period [Ahmad Kasim Mollav. Khatun Bibi, ILR (1932) 59 Cal 833] [Muslim Law]

...and where prenups worked

Where after the death of the husband, the wife produced a prenuptial agreement specifying a regime of separation of assets, the Court took the prenuptial agreement into consideration for deciding the issue of separation of assets among the wife, children, and other family members [Sunita Devendra Deshprabhu and Ors v Sita Devendra Deshprabu and Ors, 2016 SCCOnLine Bom 9296] [Hindu Law]

• An antenuptial agreement by a Muslim husband in a Kabinnama that the wife would be given separate maintenance in case of disagreement and that in case of failure to pay maintenance for a certain period the wife should have the power to divorce herself was held not to be opposed to public policy and is enforceable. It was held further that in exercising her power under the agreement the wife must establish that the conditions entitling her to exercise the power must have been fulfilled [Buffatan BibivSk Abdul Salim, AIR 1950 Cal 304]

An agreement providing for payment of maintenance in the event of future discord between husband and wife was upheld as it was not opposed to public policy[Muhammad Muin-Ud-Din v Musammat Jamal Fatima, ILR (1921) 43 All 650] [Muslim Law]

• A 'kabinnama', as per which in the case the husband brings his former married wives to stay with him without the consent of the present wife, the present wife would be at liberty to divorce, was upheld as it was not opposed to public policy. Further, it was held that the right of a Muslim man to have as many as four wives at a time was not being militated in any manner [Saifuddin Sekh v Mst Soneka Bibi, 1954 SCC OnLine Gau 47] [Muslim Law]

Chennai Armenian Street Branch केनरा बैंक Canara Bank 🖈 69, Armenian Street, Chennai-600001 Phone: 99623 16615 fülsaz Syndicate E-mail: cb16000@canarabank.com

DEMAND NOTICE [SECTION 13(2)] TO BORROWER/GUARANTOR/MORTGAGOF Demand Notice issued under Section 13(2) of the Securitization & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 Through Paper Public To.

Borrowers: 1.Mr.Srikanth Kolla, S/o.Jaya Hanumanth Rao, 2.Mrs.Sujitha Kolla, W/o Srikanth Kolla, Both At : 13 A, 2nd Street, Bharathinaga Perunaglathur, Kanchipuram

And : Flat No.209, Second Floor, Block B, Indigo Bollinent IRIS, Perumbakkam Village, Sholinganallur Taluk, Chengalpet District, Pin-600 126 Dear Sir / Madam.

Sub: Notice issued under Section 13(2) of the Securitization 8 Reconstruction of Financial Assets & Enforcement of Security Interest Act. 2002.

appointed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, (hereinafter referred as the "Act") do hereby issue this notice to you as under

Borrowers") has availed credit facility stated in the Schedule A hereunder and has entered into the security agreement's in favour of the secured creditor. While availing the said financial assistance, you have expressly undertaken to repay the loan amount/s in accordance with the terms and conditions of the above entioned agreements.

You (The person mentioned in schedule B) are also entered in to agreements against the secured assets which are detailed in **Schedule B** hereund

| Schedule-A: Details of the credit facility/ies availed by the Borrower | | | | | | | | |
|--|--------------|-------------------------|------------------|---------------|--|--|--|--|
| S.No. | Loan A/c.No. | Nature of Loan | Date of Sanction | Amount | | | | |
| 1. | 160000278430 | Housing Finance | 05-02-2020 | ₹ 35,00,000/- | | | | |
| 2. | 160000909393 | Housing Finance | 30-06-2022 | ₹ 6,00,000/- | | | | |
| 3. | 164001523262 | Canara Home Loan Secure | 18-11-2021 | ₹ 2,24,575/- | | | | |
| 4. | 125005368785 | Credit Card NPA | | ₹ 43,331.56 | | | | |
| the above said loan / credit facilities are duly secured by way of mortgage of the assets more specifically described in the schedule hereunder, by virtue of the relevant documents executed by you in our favour. Since you had failed to discharge your liabilities as per the terms and conditions stipulated, the Bank has classified the debts as NPA on 28.01.2024 . Hence, we hereby issue this notice to you under section 13(2) of the subject Act calling upon you to discharge the entire | | | | | | | | |

LOCAL HEAD OFFICE, 3rd Floor, State Bank of India No.16, College Lane, Nungambakkam, Chennai - 600 006 Phone : 044-28308387. email : rwcramc.lhoche@sbi.co.in CENTRALISED RETAIL ASSET MANAGEMENT CENTRE (CRAMC) **DEMAND NOTICE** NOTICE U/S 13(2) OF SECURITIZATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND **ENFORCEMENT OF SECURITY INTEREST ACT, 2002** 1. NAME & ADDRESS OF THE BORROWER : (1) Mrs. J. Kalaiselvi, (Borrower), W/o Mr. Jegadeesh Residential Address 1 : Plot 3 & 4, CF 1, Kanna Homes, Pallavan Street, Puzhuthivakkam, Landmark Water Tank - Zone, Puzhuthivakkam, Chennai - 600 091, <u>Residential Address 2</u> : Plot No. 457, 458 Sabari Flats, 2nd Link Street, Sadasivam Nagar, Puzhuthivakkam, Madipakkam, Chennai - 600 091 Office Address 1 : Manager, Accounts Department, Wizzguy Credit Mgmt. Service, No.1, F4, Dwarak Complex, Sai Baba Street, Bharath Nagar, Madipakkam, Chennai - 600 091, Office Address 2 Wizzyguy Credit Mgmt. Services, No.VI, Second Floor, 1st Cross Street, Rajalakshmi Nagar, 2nd Mai Road, Madipakkam, Chennai - 600 091, **Property Address** : Plot No.5A, (Western side of Plot No.5 Flat No. F1, First Floor, Bharathi Nagar, Adhanoor, Chennai - 603 202. At your request, the Bank has granted to you SBI Housing Term Loan A/c No.38958235954 in the name of Mrs. J. Kalaiselvi at our State Bank of India, 6th Avenue Anna Nagar (16284) linked with RACPC Anna Nagar (15440). NPA DATE : 13.02.2024; DATE OF NOTICE : 14.02.2024; Amount outstanding : Rs.60,80,228/-Rupees Sixty lakhs eighty thousand two hundred and twenty eight only) as on 14.02.2024 with further interest from 15.02.2024 and incidental expenses, costs, charges, etc. DESCRIPTION OF IMMOVABLE PROPERTY : Schedule A Whole Property : All that piece and parcel c vacant house site bearing Plot No.5A (Western Side of Plot No.5) to an extent of 1300 sq.ft "BHARATH NAGAR" (Approved Layout D.T.C.P.No. 136/90) Comprised in Survey No. 375/1A, Patta No.7165, ar per Patta in New Survey No.375/1A2, Situated at Adhanoor Village, Sriperumbudur Taluk, Kancheepuran District, Iying within the Registration Sub District Guduvancheri and Registration District of South Chennal, Bounded on the North by : Approved Plots South by : 30 feet road East by : Sub Divided Plo No. 5B West by : Plot No. 4 Measuring East to West on the Northern Side : 33.9 Feet East to West on the Southern Side : 29.6 Feet North to South on the Fastern Side : 41 Feet North to South on the Weste Side : 41.3 Feet to an extent of 1300 Sq. ft. Schedule B (Sale Property) : Undivided share to an exten of 387 sq. ft, out of 1300 sq. ft. Built up Area 1090 sq. ft., Flat No. F1, First Floor, E.B. Connection etc 2. NAME & ADDRESS OF THE BORROWER : (1) Mrs. R. Lakshmi, (Borrower), W/o Mr. R.R. Krishnar Residential Address : No.49, 5th Cross Street, Lakshmi Layout, PWD Main Road, Ahash Nagar, Doorav ost, A Naravanapuram, Landmark : Maniunath Bar & Restaurant, Bengaluru, Karnataka - 560 ال Office Address : Incu-bus India, Trumph Towers, No.5/2, 2nd Floor, Eagle Street, Langford Towr Bengaluru, Karnataka - 560 025, <u>Permanent Address</u> : No.1, Bharathiyar Street, Nellikuppan

Nellikuppam Bazar), Cuddalore - 607 105. <u>Property Address</u> : Flat No.F16, First Floor, Block No.B Plot No.1, Mahalakshmi Nagar, 7th Cross Street, Nandivaram, Guduvanchery, Chennai - 603 202. At your request, the Bank has granted to you SBI Housing Loan A/c No.38564238113 in the name of Mrs. R. Lakshmi at our State Bank of India, NRI Branch Anna Nagar (04279) linked with RACPC Anna Nagar (15440).

NPA DATE : 13.02.2024; DATE OF NOTICE : 14.02.2024; Amount outstanding : Rs.35,20,406/-(Rupees Thirty five lakhs twenty thousand four hundred and six only) as on 14.02.2024 with further interest from 15.02.2024 and incidental expenses, costs, charges, etc. SCRIPTION OF IMMOVABLE PROPERTY · Sch

The undersigned being the Authorized Officer of Canara Bank Chennai Armenian Street (hereinafter referred to as "the secured creditor")

That Mr.Srikanth Kolla and Mrs.Sujitha Kolla (hereinafter referred to as "the

considered the agreement to understand the intent of the parties before marriage and their anticipation of potential issues and mutual willingness to separate. should problems arise.

"In India, the law concerning prenuptial agreements is still controversial and not fully evolved. There is no law permittingsuch agreements and there is no law prohibiting them, that is, there is a complete legislative void," says Shivani Lohiya, an advocate.

In the absence of legislation, the law on this subject is mostly from judicial pronouncements and governed by the Indian Contract Act, 1872.

"Even in cases where the requirements under the Indian Contract Act, 1972 are met, prenuptial agreements are not binding but viewed as a document indicative of the intent of the Parties," Lohiya says.

The only state in India where prenuptial agreements are recognised as being enforceable is Goa. Persons "domiciled in Goa" are governed by the Portuguese Civil Code, 1867, which is a Uniform Civil Code for the state and pertains to marriage, divorce, protection of children, and succession, and is non-discriminatory in terms of religion, ethnicity, or gender.

Tying the knot

In Goa, marriage is regarded as a perpetual contract between two opposite gender persons solemnised before the Civil Registration Services. However, prenuptials are recognised and permitted.

The Civil Code has different matrimonial property regimes: Communion of assets acquired prior to and after marriage, separation of assets acquired prior to marriage and communion of those acquired after marriage, complete separation of assets where each spouse maintains ownership of what belongs to them, communion of assets acquired before or after marriage by succession, gratuitous title, or under a previous exclusive right.

The parties are free to choose any other regime and sign a prenuptial agreement specifying the regime. If no regime is opted

The Hindu Marriage Act regards marriage as a "sacred alliance" the Indian Christian Marriages Act considers marriages to be a sacrament, Muslim marriages are pious civil contracts under a binding agreement known as Nikahnama

prenuptial agreement. Along with the Nikahnama, the parties can execute a contract contemplating the distribution of assets and property in the event of "talag" and "second marriage of husband". Agreements made at the time of or before or after marriage are binding unless they are illegal or opposed to Muslim law," says Lohiya. Marriage under the

Special Marriage Act, 1954 is a civil contract, as no

ceremonies are to be conducted under it.

Untying the knot

In India, divorce can be granted on mutual consent, or amicable settlement. In the absence of consent, divorce under all Indian personal laws and secular law is based on guilt or fault theory, which narrows down the scope of the grounds on which divorce may be sought.

Most petitions allege cruelty. It is often argued that this leads to worsening of relations. Importantly, divorce on the ground of an irretrievable breakdown of marriage can be granted only by the Supreme Court of India.

The concept of joint matrimonial property, or settlement of matrimonial properties, including the matrimonial home, is largely absent in Indian personal laws (except in Goa).

"Marriage by itself does not put an obligation on a person to distribute their assets, it only creates an obligation to maintain the spouse," says Ankur Mahindro, Managing Partner at law firm Kred Jure.

Destination weddings

 $There \, is \, a \, trend \, of \, people \, going \, abroad \, to \, get$ married. Can destination weddings have an enforceable prenup?

"Prenuptial agreements are frowned upon by the courts in India for being opposed to public policy. Thus, even if a prenup is executed in a foreign country, it would be considered void in India, and thus not legally enforceable. However, such couples may use the prenuptial agreement in the country where it was executed," savs Mahindro.

≹47,56,871,80 (Rupees Forty Seven Lakhs Fifty Six Thousand Fight Hundred Seventy One and Paisa Eighty only), with accrued and up-to-date interest and other expenses, within sixty days from the date of the notice, failing which w shall exercise all or any of the rights under section 13(4) of the subject Act. You are also put on notice that in terms of section 13(13) the Borrower Guarantor shall not transfer by way of sale, lease or otherwise the said secured assets detailed in Schedule B hereunder without obtaining written consent of the secured creditor This is without prejudice to any other rights available to us under the subject Act and / or any other law in force.

liability of the Borrowers towards the secured creditor as on date amounts to

Your attention is invited to provisions of sub-section (8) of Section 13 of the Act, in respect of time available, to redeem the secured assets.

Whereas the demand notice sent to you by Regd. Post / Courier. Schedule-B: (Details of secured assets):

Name of the Title Holders: Mr.Srikanth Kolla & Mrs.Sujitha Kolla

SCHEDULE 'A': All that piece and parcel of lands in all measuring 1 acre 60 ents [i.e70037.60 Sq.Ft.] in Survey No.439/2A (Part), 293/1B1, 293/1B2, 293/1C1, 293/1C2(Part), 293/2A1, 293/2A2, 293/2B1, 293/2B2 in **Perumbakkar** Village, then Sholinganallur Taluk, now Tambaram Taluk, the Village, then Sholinganaliur latuk, now lambaram latuk, then Kancheepuram District, now Chengalpattu District, Tamil Nadu being Bounded on the: North by : 30 Feet Road, South by : Road and Lands in Survey No.439/2B, East by : Bollineni Hillside Phase I properties in Survey No.480, West by : Properties in Survey No.311/1A. And situated within the Sub-registration Distributed Colouring and Desited in Distributed Chemeral South District of Selavur and Registration District of Chennai South.

SCHEDULE 'B': A 2 bed room apartment No.209 having Super built up area o 1055 Sq.Ft. Carpet area of 686.31 Sq.Ft. on Second Floor along with one covered car parking space in Block B of "INDIGO in Bollineni IRIS"

SCHEDULE 'C': 600.43 Sq.Ft. of the undivided share and interest in the piece and parcel of the total extent of land particularly mentioned in Schedule A above vith boundaries herein above mentioned.

| Schedule-C: Details of liability as on date | | | | | | | | |
|--|--------------|----------------------------|---------------------------------------|---------------------|--|--|--|--|
| S.No. | Loan A/c.No. | Nature of Loan / Limit | Liability With Interest As On Date | Rate of Interest | | | | |
| 1. | 160000278430 | Housing Finance | ₹ 39,35,657.59 | 11.45 % | | | | |
| 2. | 160000909393 | Housing Finance | ₹ 5,68,518.65 | 13.35 % | | | | |
| 3. | 164001523262 | Canara Home Loan Secure | ₹ 2,09,364.00 | 11.50 % | | | | |
| 4. | 125005368785 | Credit Card NPA ₹43,331.56 | | 30.00 % | | | | |
| Date: 02.03.2024 Authorised Officer, Canara Bank | | | | | | | | |

And Parcel of Land Bearing Plot No. 1, Measuring an axtent of 1800 Sq.ft., Old Patta No.311, New Patta No.4433, Comprised In Survey No.88/3 Situated At No.6, Nandhivaram Village, Chengalpattu Taluk, Kancheepuram District, within the Registration District Of South Chennai And Sub-Registration District of Guduvancheri, (building Plan Approval Vide No. 125/2010-2011, L.No. 540/2010, Dated:03.08.2010, Issued By Nandhivaram - Guduvanchery Panchayat) Bounded on the : North by - Plot No.2, South by -Vacant Land, East by - Vacant Land, West by -20 Feet Road Measuring East To West On The Norther Side -56 Feet 9 Inches, on The Southern Side - 63 Feet 6 Inches, North to South On The Eastern Side 40 Feet 4 ½ Inches.on the Western Side -21 Feet 9 Inches. Total Extentof 1800 Sa.ft., Item No.2 All That Piece And Parcel Of Land Bearing Plot No.2, Measuring An Extent Of 1805 Sq. Ft.,Old Pattano.311, New Patta No.4433, Comprised In Survey No.88/3 Situated At No.6, Nandhivarar Village, Chengalpattu Taluk, Kancheepuram District, Within The Registration District Of South Chenna And Sub-registration District Of Guduvancheri, (building Plan Approval Vide No.128/2010-2011 L.no.544/2010,dated:06.08.2010, Issued By Nandhivaram - Guduvanchery Panchayat) Bounded o the : North by - Plot no.3. South by - Plot No. 1. East By -Vacant Land. West By-20 Feet Road. Measuring East To West On The Northern Side - 53 Feet 5 ½ Inches, On The Southern Side - 56 Feet 9 Inches North To South On The Eastern Side - 32 Feet 11 Inches, On The Western Side -32 Feet 9 Inches, Tota Extent Of 1805 Sq.ft. Item No.3 : All that piece and parcel of Land Bearing Plot No.3, Measuring An Extent Of 1676 Sq. ft. Old Patta No.311, New Patta No.4433, Comprised In Survey No.88/3 Situated Al No.6, Nandhivaram Village, Chengalpattu Taluk, Kancheepuram District, within the Registration District of South Chennai and Sub-registration District of Guduvancheri. (Building Plan Approval Vide No.135/2010-2011, L.no.543/2010, Dated:11.08.2010, issued by Nandhivaram - Guduvancher Panchayat). Bounded on the : North by-Vacant Land, South by -Plot No.2,East by - Vacant Land, Wes by - 20 Feet Road, Measuring East to West on the Northern side - 51 feet5 Inches, on the Southern Side - 53 Feet 5 ½ Inches North to South on the Eastern Side - 39 Feet 2 ½ Inches, on the Western Side - 25 Feet 3 ½ Inches, total extent of 1676 Sq.ft.,In all total Measuring an extent of Item Nos.1,2 & 3 is 5281 Sq.ft., Schedule B (undivided Share of land conveyed) : Undivided share of land an extent of 285 Sa. ft out of the Total extent 5281 Sa. ft (490.616 Sa. mt) Block-B of F-16 described In Schedule 'A built up area 780 Sq. ft., Flat No.F16, First Floor, E.B.connection etc.,

As you have defaulted in repayment of your dues to the bank, we have classified your account as Non-Performing Assets (NPA) with effect from the above mentioned dates in accordance with the directions of Reserve Bank of India. For the reasons stated above we hereby give you notice unde Section 13(2) of the noted Act and call upon you to discharge in full your liabilities by paying to the Bank the amount mentioned above with contractual rate of interest, incidental expenses, cost, charges, etc. within a period of **60 days** from the date of this notice, failing which please note that we will, at your risks as to costs and consequences, exercise the powers vested with bank under Section 13 of the Act, 2002 against the Secured assets mentioned above. Please take notice that as per Section 13(13) of the aforesaid Act, you are restrained from transferring by way of sale, lease or otherwise any of the Secure Assets referred to above

The Borrowers attention is invited to provisions of Sub-section (8) of Section 13 of the Act, ir respect of time available to redeem the secured assets

| Date : 09.03.2024 | Authorized Officer, |
|-------------------|-------------------------|
| Place : Chennai | SBI CRAMC LHO, Chennai. |

GRIHUM HOUSING FINANCE LIMITED (FORMERLY KNOWN AS POONAWALLA HOUSING FINANCE LTD) (FORMERLY KNOWN AS POONAWALLA HOUSING FINANCE LTD) E-AUCTION - SALE NOTICE under SARFAESI Act

Exaction Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the "Act") read with Rule 8 and 9 of the Security Interest Enforcement Rules, 2002. Notice is hereby given to the public in general and in particular to the Borrower/ Co-Borrower/ Mortgagor (s)/Guarantor(s) that the below described immovable properties mortgaged to Grihum Housing Finance Limited (formerty known as Poonawalla Housing Finance Limited as the name Poonawalla Housing Finance Limited company) (hereinafter referred to Brihum Housing Finance Limited with name of GE Money Housing Finance Public Unlimited Company) (hereinafter referred to B the "Secured Creditor" as per the Act), the possession of which has been taken by the Authorised Officer of Secured Creditor in exercise of powers conferred under section 13(12) of the Act read with Rule 8 and 9 of the security interest (Enforcement) Rule pursuant to notice under section 13(2) of the Act. The Secured Assets will be sold on "As is where is,", "As is what is", and "Whatever there is" basis on 11/04/2024 through E-Auction. It is hereby informed to General public that we are going to conduct public through E-Auction platform provided at the website: https://www.bankeauctions.com. For detailed T&Cs of sale, please refer to link provided in GHFL's/Secured Creditor's website i.e. www.grihumhousing.com

| S N | | Demand Notice Date and Outstanding Amount {B} | Nature of Possession {C} | Description of Property {D} | Reserve Price {E} | (F) | date {G} | Incremental Bid {H} | Property Inspection Date & Time {I} | time or | Known encumbrances/ Court cases if any {K} |
|-----|---|---|--------------------------------|---|---|--|------------|------------------------|---|----------------------------|---|
| | 1 HM/0118/H/17/100029 R KALAIVANI (BORROWER), SHAN- THINI MANIVANNAN | Notice date: 06/11/2023 Rs. 333812.75 (Rupees Three Lakh Thirty-Three Thousand Eight Hundred Twelve Paise Seventy Five Only) 06/11/2023 with future interest @ 14.55%p.a. till the realization | Physical | All That Piece And Parcel Of S. No. 534, New S. No. 534/2b, Site No. 19 West Part, Jothi Gardens, Karaipudur Village, Paladam Taluk, Tiruppur District, Adm.787. Sq. FL City Of Tirupur, Near Toval Trust School, Tamil Nadu-641605. | pees Fourteen Lakh FiftyOne Thousand Five Hundred | Rs. 1,45,152.9/- (Ru- pees One Lakh Forty Five Thousand One Hundred Fifty Two and Ninety Paisas Only) | 10/04/2024 | 10,000/- | 04/04/2024 (11AM – 4PM) | 11/04/2024 (11 AM- 2PM) | NIL |
| 11 | The intending bidders/purchasers are advised to visit Secured Creditor Branch and the auction properties, and make his own enquiry and ascertain additional charges, encumbrances and any third-party interests and satisfy | | | | | | | | | | |

The intending bidders/purchasers are advised to visit Secured Creditor Branch and the auction properties, and make his own enquiry and ascertain additional charges, encumbrances and any third-party interests and satisfy himself/herself/itself in all aspects thereto before submitting the bids. All statutory dues like property taxes, electricity/water dues and any other dues, if any, attached to the property to be ascertained and paid by the successful bidder. The interested bidders are required to register themselves with the portal and obtain login ID and Password well in advance, which is mandatory for e-bidding, from auction service provider) C1 India PVT LTD. Address- Plot No-68 3rd floor Gurgaon Haryana-122003. Helpline Number- 7291981124,25,26 Support Email id – Support@bankeauctions.com. Contact Person – Vinod Chauhan, Email id - delin@c1india.com Contact No-9813887931. Please note that Prospective bidders may vaial online training on e-auction from them only. The intending purchaser/bidder is required to submit amount of the Earnest Money Deposit (EMD) by way of NET/RTGS /DD in the account of "offnum Housing Finance Ltd", Bank-ICICI BANK LTD. Address- No. 1510, 204 And register their name at https://www.bankeauctions.com and get user ID and password free of cost and get training on e-Auction from the service provider. After their Registration on the website, the intending purchaser/bidder is required to get the copies of the following documents uploaded, e-mail and sent self-attested hard copy at Address- No, 1510, 2nd Floor, Sri Complex, Trichy Road, Coimbatore, Tamilinadu-641018 Mobile no. +91 9567626050 e-mail ID rahul.r1 @grihumhousing.com.For further details on terms and conditions please visit thes://www.bankeauctions.com & www.grihumhousing.com to take part in e-auction. This notice should also be considered as 30 days' notice to Borrower / Kordgagor (s)/Guarantor(s) under Rule 8(6) of the Security Interest (Enforcement) Rule-2002

Date: 09.03.2024, Place: TIRUPUR Sd/- Authorised Officer, Grihum Housing Finance Limited (Formerly Known as Poonawalla Housing finance Ltd)











