

O.W.NO.DRT/612/2025
Date: 08/10/2025



Form No.22

OFFICE OF THE RECOVERY OFFICER-I
DEBTS RECOVERY TRIBUNAL, NAGPUR.
MINISTRY OF FINANCE, GOVERNMENT OF INDIA
2ND FLOOR, B-BLOCK, CGO COMPLEX, SEMINARY HILLS,
NAGPUR – 440 006. Email: drtnagpur-dfs@nic.in

R.P.No.130/2022
O.A.No.327/2020

[See Regulation 36(1)]

Date:- 07/10/2025

REGD. A/D\ DASTI\ AFFIXATION\ BEAT OF DRUM

SALE PROCLAMATION

PROCLAMATION OF SALE UNDER RULES, 38, 52(1&2), 53 OF SECOND SCHEDULE TO THE
INCOME TAX ACT, 1961 READ WITH THE RECOVERY OF DEBTS AND BANKRUPTCY ACT, 1993

Bank of Maharashtra,
Mahal Br., Nagpur

... Certificate Holder

... versus

Shri. Nazir Khan Pathan S/O Bhure Khan Pathan & Ors.

...Certificate Debtors

To,

CD-1]	Shri. Nazir Khan Pathan S/O Bhure Khan Pathan Near Sigadi Industry, Dr.Shahane Hospital, Azamshah Chowk, Old Mangalwari, Nagpur-440018
CD-2]	Shri Amir Khan Pathan S/O Bhure Khan Pathan Juni Mangalwari, AzamShah Chowk, Nagpur-440018

Whereas You, the CDs have failed to pay the sum of **Rs.43,27,796/-** (Rupees Forty Three Lacs Twenty Seven Thousand Seven Hundred Ninety Six Only) payable by You jointly and severally in respect of Recovery Certificate issued by the Hon'ble Presiding Officer Debts Recovery Tribunal, (DRT) Nagpur in O.A. No.327/2020 and the interest and costs payable as per the Recovery Certificate No.130/2022;

And **whereas undersigned has ordered the sale of immovable property of the CD as annexed to Recovery Certificate No.130/2022 dt.20/12/2022 and is mentioned in the Schedule of Property hereunder below towards satisfaction of the said Recovery certificate;**

And whereas there are **outstanding dues** there under to the tune of **Rs.64,18,161/-** (Rupees Sixty Four Lakhs Eighteen Thousand One Hundred Sixty One Only) including costs and interest thereon w.e.f. 04/06/2020 up to 03/10/2025;

Notice is hereby given that in absence of any order of postponement, the said properties shall **be sold on 14/11/2025** by open public E-auction sale and bidding shall take place through **"On line Electronic Bidding"** On the **Website /portal address: - <https://baanknet.com>** between **11.00 AM to 1.00 PM.** Of e-Auction Agency viz. **M/S PSB ALLIANCE Pvt. Ltd.** Address: -Unit 1,3rd Floor, VIOS Commercial Tower, Near Wadala truck Terminal, Wadala East, Mumbai-440037 Maharashtra. (India)



*Website Address/ Portal Address where E-Auction is conducted: <https://baanknet.com>

*Support Contact Number of E-Auction Agency is: 91-8291220220

*E-Mail Id of E-Auction Agency: support.baanknet@psballiance.com
psba@psballiance.com

*Nodal /Facilitator Bank Branch Name: Bank of Maharashtra, ARB Branch, Nagpur.
Address: -Bank of Maharashtra, ARB Branch, Munje Chowk, Sitabuldi, Nagpur-440012

*Details of Authorized /Designated officer of Bank of Maharashtra, ARB: Shri Rahul S/o Sovind Khaparde.

*Contact Number of Authorized Officer of CH Bank: 9860741699

*E-Mail ID of Nodal Branch of CH Bank: brmgr1452@mahabank.co.in

The intending bidders should register themselves on the above-mentioned website/portal address of the E-Auction Agency before due date- time and get user Id & password for uploading of requisite documents for participating in the public E-Auction.

The sale will be of the properties of the CDs/defendants above named as mentioned in the schedule below and the liabilities and claims attaching to the said property, so far as they have been ascertained, are those specified in the schedule against each lot.

The property will be put up for the E-Auction sale in the lots specified in the schedule. If the amount to be realized is satisfied by the sale of a portion of the property, the sale shall be immediately stopped with respect to the remainder. The sale also be stopped if, before any lot is knocked down, the arrears mentioned in the said certificate, interest costs (including cost of the sale) are tendered to the officer conducting the sale or proof is given to his satisfaction that the amount of such certificate, interest and costs have been paid to the undersigned.

No officer or other person, having any duty to perform in connection with sale, however, either directly or indirectly bid for, acquire or attempt to acquire any interest in the property sold. The sale shall be subject to the conditions prescribed in Second Schedule of the Income Tax Act, 1961 and the rules made there under and to the further following conditions.: -

1.The particulars specified in the annexed schedule have been stated to the best of the information of the undersigned, **but the undersigned shall not be answerable for any error, mis-statement or omission in this proclamation.**

2.The Reserve price below which the property (mentioned below in schedule of Property) shall not be sold is

Lot No.1: - Rs.39,70,000/- (Rupees Thirty Nine Lakhs Seventy Thousand Only)



3. The amount by which the biddings are to be increased shall be **Rs.10,000/-**

In the event of any dispute arising as to the amount of bid, or as to the bidder, the lot shall at once be again put up to auction or may be cancelled.

4. **The highest bidder shall be declared to be the purchaser of any lot** provided always that he/she/they are legally qualified to bid & provided further that the amount bid by him/she/they is not less than the reserve price. It shall be in the discretion of the undersigned to decline/accept the highest bid when the price offered appears so clearly inadequate as to make it inadvisable to do so.

5. Each intending bidder shall be required to pay **Earnest Money Deposit (EMD)** @ 10% of the Reserve Price for **Lot No.1** as **Rs.03,97,000/-** (Rupees Three Lakhs Ninety Seven Thousand Only) &

shall be deposited latest by 10/11/2025; 4.30 p.m. Either through online mode by way of **RTGS/NEFT** directly in to the **Account Number: 60138423445** with, Bank Of Maharashtra ,ARB Branch, Nagpur having **IFSC Code Number: MAHB0000005**

Or by way of **DD/Pay order drawn in favor of "Recovery Officer, DRT, Nagpur, R.C.No.130/2022"** to be deposited with Recovery Officer, DRT, Nagpur.

The public at large is hereby invited to bid in the said open public E-Auction sale. The online offers along with EMD amount, and attested photocopy of PAN card and address proof to be uploaded with the online offer of E-Auction sale. The refund of EMD to the unsuccessful bidders at the close of auction shall be made only in the account number mentioned by such bidder. The EMD paid by Demand Draft shall be returned to the unsuccessful bidders at the close of E-Auction.

6. **The offer for more than one property/Lot; if any shall to be made separately.** The Bid Application for each Lot can be obtained from the **"Recovery Officer, Debts Recovery Tribunal, CGO Complex, Seminary Hills, Nagpur"** on any working day between 10 a.m. to 4.30 p.m. on the payment of Rs. 100/- by way of DD payable at Nagpur, favoring **"Recovery Officer, DRT, Nagpur"**.

7. **The last date for submission of Bid-Online offers and Physical E-Auction Bid Form in a sealed cover** with other information/details is **10/11/2025 by 4.30 P.M.** EMD deposited thereafter shall not be considered for participation in the E-auction sale, meaning thereby EMD received after due Date and Time shall be rejected & the amount paid towards the EMD amount shall be returned to them by way of option given by them in the E-Auction bid Form.

Each Bid should be enclosed/attached with KYC of Bidder i.e., Self-Attested Copy of Officially Valid Identity & Address Proof, mobile number, self-attested copy of AADHAAR Card and PAN card and in case of company copy of the resolution passed by the Board of Directors of the company or any other document confirming representation /attorney of the company. In the case of Individual, a declaration if the Bid is on his/her own behalf or on behalf of his/her principals be also submitted. In the latter case, the bidder shall be required to deposit his/her authority and in case of default, his/her bid shall be rejected.

All above prescribed documents along with Bid Form must be submitted before Recovery Officer, DRT Nagpur, in a Closed sealed Cover.



8.The physical inspection of the properties to be conducted & facilitated by CH Bank for intending Bidders which is to be undertaken between **3.00 P.M. to 5.00 P.M. on 03/11/2025** at the property site.

9.It is the sole responsibility of the Bidder to have active E-Mail id, and a Computer terminal/system with internet connection to enable him/her/them to participate in the bidding. Any issue with regard to digital signature certificate if any and connectivity during the course of online bidding shall be the sole responsibility of the bidder and no claim in this regard shall be entertained.

10.The interested bidder has to follow FAQs/Information/terms available on **PSB ALLIANCE PVT. Ltd.'s**, website/portal <https://baanknet.com> for successful participation in e-auction. The interested bidders may avail Online training of E-Auction , after deposit of EMD from **M/s PSB ALLIANCE Pvt. Ltd.**

11.If the bid is increased within the last 5 minutes of the given time of auction, the auction time is further extended by additional time of 5 minutes to enable the other bidders to increment their bids & the auction process comes to an end if no further increment(s) is/are made within the extended time of 5 minutes.

12. The successful bidder shall have to pay **25% of the E-Auction sale proceeds** after adjustment of EMD on being knocked down, **by next date** in the said account as per details mentioned in Sr.No.5 above. **If the next day is Holiday or Sunday, then on next first office working day.**

13. The **successful bidder shall have to deposit the balance 75% of the E-Auction sale proceeds on or before 15th day from the date of E-Auction sale of the property**, exclusive of such day, **or if the 15th day be Sunday or other Holiday, then on the first office working day after the 15th day**, by prescribed mode as stated in Sr.No.5 above. In addition to the above the purchaser shall also deposit Poundage fee with Recovery Officer, DRT, Nagpur @2% up to Rs.1,000/- and @1% of the excess of the said amount of Rs.1,000/- through DD drawn in favor of "**Registrar, DRT, Nagpur.**"

14. In case of default of payment within the prescribed period, the deposit, after defraying the expenses of the sale, may, if the undersigned thinks fit, shall be forfeited to the Government and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may subsequently be sold. The property shall be resold, after the issue of fresh proclamation of sale.

15.Highest bidder shall Not have any right /title over the property until the sale is confirmed by the recovery officer, DRT, Nagpur.

16.The amount of EMD deposited by the unsuccessful bidders shall be refunded through online mode in case of EMD deposited through Online. In case EMD is deposited in the form of DD the same shall be returned by Hand. Original ID Proof of the photocopy sent



with the E-Auction Bid Form has to be brought. **No interest shall be paid on the EMD amount.**

17.No request for inclusion /substitution in the sale certificate shall be entertained of names of any person(s) other than those mentioned in the E-Auction Online/E-Auction Bid Form.

18.In case of more than one items of property brought for sale, the sale of such properties will be as per the convenience and it is not obligatory to go serially as mentioned in the sale notice.

19.Once the bid is submitted it is mandatory for the Bidder(s) to participate in the Bidding process of the E-Auction Sale by logging in on the E-Auction agency portal, failing which the EMD shall be forfeited to the Government, if the undersigned thinks fit.

20.NRI Bidders must necessarily enclose a copy of photo page of their passport and route their bid duly endorsed by Indian Mission (Embassy).

21.The property is being sold on **"AS IS WHERE IS BASIS" & As is What is Basis"** and is subject to publication charges, revenue and other Encumbrances as per rules.

22.The bidder(s) are advised to carry out their own enquires regarding Title Deeds, Encumbrances, search results and other revenue records relating to the property and shall satisfy themselves regarding the Nature and description of the property, condition, any encumbrances, lien, charges, statutory dues over the property etc. Before submitting the Bids.

23.All bidders shall be deemed to have read and understood the terms and conditions of sale and shall be bound by the said terms and conditions.

24.Delivery of possession of the property sold shall be as per the income Tax (Certificate Proceedings) Rules,1962.

25.The above Terms and conditions are in addition to the Terms and conditions contained in the Auction Bid Form and web-site.

26.This proclamation of sale can be viewed at the website www.drf.gov.in.

27.The successful bidder shall bear the charges payable for conveyance, Registration fees, stamp duty, etc.as applicable. All the statutory charges if any shall be borne by the successful Auction Purchaser.

28.The undersigned reserves the right to accept or reject any or all bids if found unreasonable or postpone or cancel the E-auction Sale at any time without assigning any reason thereof.



Schedule of Property

No. of lots	Description of the property to be sold with the names of the co-owners where the property belongs to defaulter and any other person as co-owners.	Revenue assessed upon the property or any part thereof	Details of any other encumbrance to which property is liable	Claims, if any, which have been put forward to the property, and any other known particulars bearing on its nature and value.
1.	2.	3.	4.	5.
1.	<p>All that piece and parcel of Apartment No.402 having built up area of 73.83 Sq.Mtrs, 4th Floor in a Building Known as "Kirtish Levels" with undivided share and interest of 9.09% in a land admeasuring 307.935 Sq. Mtrs (3313.380 Sq. Ft.) being the South, West and Northern portion out of the total land having area of 459.91 Sq.Mtrs (4950.47 Sq. Ft.) Corporation House No.69, Mouza Nagpur, Ward No.17, Sheet No. 223, City Survey No.283/1-K Gujar Wada, Kothi Road, Mahal, Tahsil and Dist.- Nagpur and bounded as follows:</p> <p>On or Towards the North By: Plot bearing CTS No.283/1 B,286</p> <p>On or Towards the South By: Road</p> <p>On or Towards the East By: Plot bearing CTS No.287,288,290</p> <p>On or Towards the West By: Plot bearing CTS No.284</p>	Not known	Not Known	Not Known

Note: **Date of E-Auction Sale**

: 14/11/2025 Between 11.00 a.m. to 1.00 p.m.

Last Date of Submission of Bid

: 10/11/2025 by 4.30 p.m.

Date of Inspection of Property

: 03/11/2025 Between 3.00 P.M. to 5.00 P.M.

Given under my hand and seal of the Tribunal on this the **07th day of October 2025**.



[Shrihari Shashikant Pargaonkar]
RECOVERY OFFICER-I,

DEBTS RECOVERY TRIBUNAL, NAGPUR

2ND FLOOR, B BLOCK, CGO COMPLEX, SEMINARY HILLS, NAGPUR-440 006

TERMS AND CONDITIONS OF SALE

GENERAL

1. The Auction shall only be through 'Online Electronic mode' through the website/E-Auction Portal of the service provider agency of the Certificate Holder Bank, who shall arrange the platform for the E-Auction.
2. The bidders may participate in the E-Auction from their own offices/place of their choice. DRT/Bank/Service Provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.
3. In case some persons desirous of bidding does not have access to internet, the contact person of the Certificate Holder Bank shall provide assistance to such bidder.
4. For details/help/procedure/online training about the E-Auction, the prospective bidders may contact the E-Auction service provider agency as mentioned in the notice of Proclamation of Sale. They may also visit the website of the service provider agency.
5. Hard copy [printed copy] of this E-Auction Bid form duly filled in for each lot along with self-attested copies of Photo Id [PAN Card etc.] and Address Proof shall be submitted to the Recovery Officer, DRT Nagpur on or before Date 10-11-2025 & up to 4.30 p.m., for proposed auction for getting qualified to participate in the E-Auction process.
6. The intending bidders should register their participation with the service provider well in advance and should get User Id and Password.
7. The Recovery Officer knows no arrears of Municipal Tax or other Taxes or any other encumbrance except those specifically given in the Schedule. Any statutory claim made in respect of the property upto the date of sale may be paid from and out of the sale proceeds to the extent the sale proceeds are in excess of the amount certified in the Recovery Certificate.
8. The bidder shall give his full name and complete address and state clearly whether he is submitting bid for himself or on behalf of another and in the latter case furnish proper authority in that regard and the full name and complete address of such party with his PAN / TAN Number and photocopy thereof.
9. Two or more persons may join together in submitting the bid but they may declare in writing their specific shares at the time of auction. In the absence of such



declaration, it shall be deemed that they have equal shares. One sale certificate shall be issued in their joint names.

10. The properties shall ordinarily be sold in the same order in which they appear in the proclamation of sale.
11. There shall be no fresh proclamation of sale if the sale is postponed for a period less than thirty days or in case sale is postponed beyond thirty days at the instance of the Certificate Debtor.
12. No sale shall be confirmed by the Recovery Officer if the Certificate Debtor and Certificate Holder satisfy the Recovery Officer within thirty days of the sale that the Recovery Certificate has been fully satisfied provided that the Certificate Debtor immediately pays compensation to the successful bidder as provided by Rule 60(1) (b) of Second Schedule to the Income-tax Act.
13. In case of stay of sale or Recovery Proceeding by a Court or Tribunal of competent jurisdiction, the auction may either be postponed or cancelled without any further notice and the persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.
14. All bidders shall be deemed to have read and understood the terms and conditions of sale and be bound by them.
15. The Recovery Officer may accept or reject the bid or postpone/ cancel the E-Auction without assigning any reasons thereof.

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TERMS AND CONDITIONS OF SALE BY PUBLIC AUCTION OF
IMMOVABLE PROPERTY

1. If for any reason the sale is not confirmed or is set aside, or stayed, the purchase money paid may be refunded to the purchaser, if any.
2. After the confirmation of the sale, a Sale Certificate shall be issued. The Sale Certificate is liable for stamp duty, registration and incidental charges to be paid by the Auction Purchaser.
3. As far as possible a plan of the property shall be annexed to the Sale Certificate.
4. The purchaser shall be deemed to have purchased the property with full knowledge and subject to all the reservations, if any, in the Master Plan and / or Development Plan or Draft Development Plan or Town Planning Scheme affecting the property and consent, including permission of the Competent Authority and / or under the relevant Provisions of the laws touching the matter, if any, shall be obtained by him from the concerned authorities.

TERMS AND CONDITIONS OF SALE BY PUBLIC AUCTION OF
MOVABLE PROPERTY

1. The entire price shall be paid at the time of the sale or immediately thereafter as the Tribunal / Recovery Officer conducting the auction directs and in default of payment, the property shall forthwith be put up for auction again.
2. The property shall be handed over to the Purchaser and a Certificate of Sale shall be issued after the sale.
3. The buyer shall forthwith remove the property from the place of storage. The Recovery Officer may allow reasonable time to remove the property from the place of storage.
4. The property shall remain at the risk of the buyer from the time of acceptance of his bid and the Recovery Officer shall not be under any liability for the safe custody or preservation thereof from that date.

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DEBTS RECOVERY TRIBUNAL, NAGPUR
2nd FLOOR, B-Block, CGO Complex, Seminary Hills, NAGPUR- 440 006
Ph: 0712-2510122, 2510062. Fax: 0712-2510110.

**E-AUCTION SALE OF IMMOVABLE PROPERTIES UNDER THE RECOVERY OF DEBTS AND BANKRUPTCY
ACT-1993.**

R.P. No.130/2022

E- AUCTION BID FORM

1. Name of Bidder(s) :
(in capitals)
2. Father's / Husband's Name :
3. Postal Address of Bidder(s) :
4. Phone & Cell Nos. :
5. E-Mail ID of Bidder(s) :
6. Bank account details to which EMD amount is to be Refunded:
 - i) Bank A/c No. :
 - ii) IFSC Code No. :
 - iii) Bank & Branch name :
7. Date of submission of bid :
8. PAN Number of Bidder(s) :
9. Property Lot No. :
10. EMD Remittance details :
Date of remittance :
Name of Bank & Branch : Bank of Maharashtra
A/c No. :
IFSC Code No. :
11. Copy of AADHAAR CARD & PAN Card enclosed : Yes / No
12. Address Proof Enclosed : Yes / No

I declare that I have read, understood and agree to all the terms and conditions of E-auction sale being conducted by DRT Nagpur and shall abide by them. In the event of my not being declared as successful bidder in the e-auction, the EMD amount paid by me may be credited to my account at S.No.6 above.

**LAST DATE FOR SUBMISSION OF HARD COPY OF THIS BID FORM
WITH COPIES OF PHOTO ID, ADDRESS PROOF AND RTGS/NEFT
RECEIPT TO THE RECOVERY OFFICER is: 10/11/2025.**

(Signature of the Bidder(s))

- In case of multiple bidders, the details be given in tabular form in a separate sheet.
- Hard copy [printed copy] of this E-Auction Bid form duly filled in for each lot along with self-attested copies of Photo Id [AADHAAR Card, PAN Card etc.] and Address Proof shall be submitted to the Recovery Officer, DRT Nagpur before 10/11/2025 By 4.30 p.m. auction for getting qualified to participate in the E-Auction process.



DECLARATION
(For E-Auction Sale in R.P.No.130/2022)

To,
The Recovery Officer-I
DRT, Nagpur.

Date:

Sir,

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the E-Auction sale and have understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Online E-Auction Sale.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our bid and that the particulars remittance given by me/us in the bid form is true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/ our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Tribunal and the Tribunal will be at liberty to annul the offer made to me/us at any point of time.
4. I/We also agree that after my/our offer given in my/our bid for purchase of the assets is accepted by the Tribunal and I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited.
5. I/We understand that in the event that the successful Bidder fails to comply with the Terms and Conditions of the Sale and the Tribunal in its sole discretion offers the Asset(s) to me/us to our highest offered bid then I/We are unconditionally bound to comply with the Terms and Conditions of Sale. And in the event of we failing to comply with the same, I/We agree that the Tribunal is entitled to forfeit the EMD deposited. I/We also understand that the EMD of all Bidders shall be retained by the Bank and returned only after the successful conclusion of the sale of the Assets I/we state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.
6. The decision taken by Recovery Officer of this Tribunal in all respects shall be binding on me/us.
7. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

(Signature of Bidder)

Name & Address with Mobile Number

