

DEBTS RECOVERY TRIBUNAL AT AURANGABAD.
“Jeevan Suman”, L.I.C., Building, Plot No.3, N-5, Near CIDCO Office,
CIDCO, New Aurangabad.

Exh.No.62

Dated: - 16/03/2024

To,
The Editor,
Daily Indian Express,
Ahmednagar.


Subject :- Paper Publication in R.P.No. 63/2011
State Bank of India, Branch at Shevgaon, Ahmednagar
V/s. Popat Gopinath Sonawane and another.

Sir,

Please find enclosed herewith Public Notice in R.P.No. 63/2011 State Bank of India, Branch at Shevgaon, Ahmednagar V/s. Popat Gopinath Sonawane and another.

Which may kindly be published in your news paper at the earliest and submit one copy of News paper to this office.

Necessary cost will be borne by the Applicant Bank.


(Pavan Kumar Singh)
Recovery Officer-II,
Debts Recovery Tribunal, Aurangabad.

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Exh.No.62/A

Dated: - 16/03/2024

To,
The Editor,
Daily Loksatta,
Ahmednagar.


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(Pavan Kumar Singh)
Recovery Officer-II,
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E-auction sale notice

Form No. 22
[See Regulation 37(1)]

By Regd. A/D/Dasti/Affixation/Beat of drum/Paper Publication/ notice board of DRT.



**OFFICE OF THE RECOVERY OFFICER-II,
DEBTS RECOVERY TRIBUNAL, AURANGABAD**

**GOVT. OF INDIA, MINISTRY OF FINANCE
(Department of Financial Services)**

“Jeevan Suman”, L.I.C. Building, Plot No.3, N-5, CIDCO, Aurangabad – 431 003

Phone : (0240) 2473612, 2473613, Fax : (0240) 2483668,

E-Mail : roldrtaubd-dfs@nic.in Website <http://www.drtaurangabad.gov.in>

Exh. 61

PROCLAMATION OF SALE UNDER RULES 38, 52(2) OF SECOND SCHEDULE TO THE INCOME TAX ACT, 1961 READ WITH THE RECOVERY OF DEBTS DUE TO BANKS AND FINANCIAL INSTITUTIONS ACT, 1993

R.C. No. 63/2011

Date: 16-03-2024

Date and Time of Auction: 02/05/2024 between 02.00 pm to 03.00 pm.

Last Date and Time of EMD: 30/04/2024 up to 04.00 pm.

State Bank of India

V/s

Popat Gopinath Sonawane & another.

To,

(CD1) Popat Gopinath Sonawane

At Shevgaon Tq. Shevgaon,

Dist. Ahmednagar.

(CD2) Dinkar Sarjerao Randive

At Post Bodakhe Tq. Shevgaon,

Dist. Ahmednagar.

Whereas Recovery Certificate No. **RC/63/2011** issued by Hon'ble Presiding Officer, DRT, Aurangabad in **OA/27/2011** to pay to the Applicant Bank(s)/Financial Institution(s) Name of applicant, the sum of **Rs 1134879.03 (Rupees Eleven Lakhs Thirty Four Thousands Eight Hundred Seventy Nine And Paise Three Only)** along with pendentlite and future interest @ 9.00 % Simple Interest Yearly w.e.f. **31/01/2011** till realization and costs of **Rs 14505 (Rupees Fourteen Thousands Five Hundred Five Only)** from the CD(s) jointly and severally, and you, the CD(s), failed to repay the dues of the Certificate Holder Bank.

And whereas the undersigned has ordered the sale of the Mortgaged/Attached properties of the Certificate Debtor as mentioned in the Schedule hereunder towards satisfaction of the said Recovery Certificate.

And whereas a sum **Rs.24,35,564.00/-** inclusive of the cost and interest there as on **02-02-2024**, payable to the applicant/Certificate Holder

Notice is hereby given that in absence of any order of postponement, the said property shall be **Sold on 02-05-2024** between **2.00 P.M. to 3.00 P.M.** (with auto extension clause in case of bid in last 5 minutes before closing if required) by **open public e-auction and bidding shall take place through "On line Electronic Bidding" through the website <https://www.bankeauctions.com>** of **M/s. C1 India Pvt. Ltd.**, having address Plot No. 68, 3rd Floor, Sector-44, Gurugram, Haryana-122 003, **Contact Person: Mr. Bhavik Pandya, Contact No. +91 8866682937. E-mail: support@bankeauctions.com maharashtra@c1india.com (Support Help Desk No.:- 7291981124/25/26)** The intending bidders should register themselves on the website of the aforesaid e-auction agency well in advance and get user ID and password for uploading of requisite documents and/or for participating in the public e-auction. The interested bidders may avail online training of e-auction, after deposit of EMD from **M/s. C1 India Pvt. Ltd.**

For further details contact: Mr. Rajendra N. Shende, Chief Manager, State Bank of India, Stressed Assets Recovery Branch, Plot No. 01, Town Centre, CIDCO, N-5, Aurangabad. **Contact No.:- 8600104265, E-mail Id: - raju_shende@sbi.co.in**

DESCRIPTION OF PROPERTY

The Earnest Money Deposit(EMD), Reserve Price and Bid Increase, be fixed as follows:				
Lot No	Details of property	EMD Amount (Rs.)	Reserve Price (Rs.)	Bid Increase in the multiple of (Rs.)
1	All that piece and parcel of property bearing Survey No.201, admasuring 01 Hector 49 R lying and situated at village Thakur Pimpalgaon, Taluka Shevgaon, District Ahmednagar.	1,20,000/-	11,70,000/-	50,000/-
2	All that piece and parcel of property bearing Survey No.209, admasuring 02 Hector 49 R lying and situated at village Thakur Pimpalgaon, Taluka Shevgaon, District Ahmednagar.	2,00,000/-	19,50,000/-	50,000/-

TERMS AND CONDITIONS

1. The EMD shall be paid through Demand Draft/Pay Order of any nationalized Bank/scheduled Bank in favour of the "**Recovery Officer, DRT, Aurangabad in R.C. No. 63/2011**". The said Demand Draft/Pay Order qua EMD, alongwith self-attested copy of identity (voter 1-card/driving license/passport), which should contain the address for future communication, and self-attested copy of PAN card, and in the case of company, copy of resolution passed by the board members of the company or any other document confirming representation/attorney of the company also, **must reach the Office of the Recovery Officer, DRT, Aurangabad latest by 30.04.2024 before 4.00 PM**. 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. The EMD or original proof of EMD received thereafter shall not be considered.
2. The envelope containing original Demand Draft of EMD, along with details of the sender, i.e. address, e-mail ID and mobile number, etc., should be super-scribed "**RC No. 63/2011**".
3. The property is being sold on "**as is where is basis**" & "**as is what is basis**".
4. The physical inspection of the property/properties may be taken between 11.00 a.m. to 4.00 p.m. on **17/04/2024**.


5. The highest bidder shall be declared to be the purchaser of any lot. It shall be in the discretion of the undersigned to decline/acceptance of the highest bid when the price offered appears so clearly inadequate as to make it inadvisable to do so.
6. The unsuccessful bidder shall take the EMD directly from the Office of Recovery Officer, DRT, Aurangabad, against the production of original ID proof.
7. Once the bid is submitted it is mandatory for the bidder (s) to participating in the bidding process of the e-auction by logging in on the e-auction agency portal, failing which the EMD shall be forfeited to the Government, if the undersigned thinks fit.
8. The Successful/highest bidder shall have to pay 25% of his **final bid amount** after adjustment of EMD amount by next Bank working day **in the form of Demand Draft/Pay order** in favour of the “**Recovery Officer, DRT, Aurangabad**”, **in R.C. No. 63/2011 or directly** by way of RTGS/NEFT in the **Account No. 42910200000079** with Bank of Baroda, CIDCO Branch, Aurangabad, **IFSC Code: BARB0CIDAUR** of Recovery Officer, DRT, Aurangabad.
9. The successful/highest bidder shall deposit the balance 75% of the sale proceeds before the Recovery Officer, DRT, Aurangabad on or before 15th day from the date of auction of the property, exclusive of such day, or if the 15th day be Sunday or other holiday, then on the first office day after the 15th day by **prescribed mode as stated in para 8 above**. In addition to the above, the successful/highest bidder shall also deposit poundage fee @ 2% upto Rs.1,000 and @ 1% on the excess of such gross amount over Rs. 1000/- through DD in favour of **Registrar, DRT, Aurangabad**. (In case of deposit of balance amount of 75% through post the same should reach the Recovery Officer as above). In case of default of payment within the prescribed period, the property shall be re-sold, after the issue of fresh proclamation of sale The deposit, after defraying the expenses of the sale, may, if the undersigned thinks fit, 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.
10. Heights bidder shall not have any right/title over the property until the sale is confirmed by the Recovery Officer, DRT, Aurangabad.
11. No officer or other person, having any duty to perform in connection with sale 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 Activities, 1961 and the rules made there under and to the further following conditions.

12. 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.
13. The undersigned reserves the right to accept any or reject all bids, if not found acceptable or to postpone the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final.

Schedule of Property:				
Lot No	Description of the property to be sold	Revenue assessed upon the property or part thereof	Details of any encumbrances to which the property is liable	Claims, if any, which have been put forward to the property and any other known bearing on its nature and value
1	All that piece and parcel of property bearing Survey No.201, admasuring 01 Hector 49 R lying and situated at village Thakur Pimpalgaon, Taluka Shevgaon, District Ahmednagar.	Not known	Not known	Not known
2	All that piece and parcel of property bearing Survey No.209, admasuring 02 Hector 49 R lying and situated at village Thakur Pimpalgaon, Taluka Shevgaon, District Ahmednagar.	Not known	Not known	Not known

Given under my hand and seal of the Tribunal on this 16th Day of March, 2024 at Aurangabad.




(Pavan Kuamr Singh)
 Recovery Officer-II,
 Debts Recovery Tribunal, Aurangabad.

(RULE - 8 (1))
POSSESSION NOTICE
(For immovable property)

Whereas,

The undersigned being the Authorised Officer of the State Bank of India under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 and in exercise of powers conferred under section 13(12) read with Rule 3 of the Security Interest (Enforcement) Rules, 2002 issued a Demand Notice dated **06.07.2023** calling upon the borrower **Mr. Santosh Mahadev Rathod** Address: **Survey No.8/B, Plot No.30 Gram Panchayat Milkat No.1390/30, Mauje Dapaka, Nilanga, Dist. Latur-413521 & also address: Trimbak Ramchandra Reddy , Kudumbale Nagar,Bank Colony, Nilanga, Dist. Latur-413521** to repay the amount mentioned in the notice being **Rs.24,57,855.00 (Rupees Twenty-Four Lakhs Fifty-Seven Thousand Eight Hundred Fifty-Five Rupees Only)** as on **06.07.2023** with further interest from 07.07.2023 within 60 days from the date of receipt of the said notice.

The Borrower having failed to repay the amount, notice is hereby given to the Borrower/Guarantor and the public in general that the undersigned has taken possession of the property described herein below in exercise of powers conferred on him under Section 13(4) of the said Act read with Rule 8 of the said rules on this **27 th day of March of the year 2024.**

The Borrower /Guarantor in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of the State Bank of India for an amount of **Rs.24,57,855.00 (Rupees Twenty-Four Lakhs Fifty-Seven Thousand Eight Hundred Fifty-Five Rupees Only)** as on **06.07.2023** with further interest from 07.07.2023 and incidental expenses, costs & other charges thereon.

(The borrower's/guarantor's 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.)

Description of the Immovable property

House Property:Plot No.30,Survey No.08/B Grampanchayat property No.1390/30,at Dapka, Tal. Nilanga Dist. Latur Plot area-111.41 Sq.mtr. Standing in the name of **Santosh Mahadev Rathod**

Bounded as:-

On the East by:30ft Road

On the West by: Remaining part of plot no.30

On the North by: Plot No.29

On the South by: 20 ft. Road

Date :27.03.2024

Place : Nilanga Dist. Latur



(Authorised Officer)

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Date :27.03.2024
Place : Nilanga Dist. Latur



R. S. Reddy
(Authorised Officer)

NOTICE TO BORROWER

Registered Post with A/D

Ref. No.: SBI/SARB/AUR/2023-24/375

Date : 06.07.2023

1. To, Mr. Santosh Mahadev Rathod Shri Samarth Jewellers, Saraf Lane, Vidya Nagar, Nilanga, Dist. Latur-413521	2. To, Mr. Santosh Mahadev Rathod Trimbak Ramchandra Reddy Kudumbale Nagar, Bank Colony Nilanga, Dist. Latur-413521
3. To, Mr. Santosh Mahadev Rathod Survey No.8/B, Plot No.30 Gram Panchayat Milkat No.1390/30 Mauje Dapaka Nilanga, Dist. Latur-413521	

Sub : Notice u/s 13(2) of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter called 'Act')

Dear Sir,

1. At your request, you have been granted by the Bank, through its SBI, Nilanga Branch (Br. Code -03670) Branch from time to time, various credit facilities by way of financial assistance against various assets creating security interest in favour of the Bank. The relevant particulars of the said credit facilities and the security agreement(s) /document(s) executed by you are stated in Schedule 'A' and 'B' respectively excluding pledge of movables. You have availed the financial assistance with an undertaking for repayment of the said financial assistance in terms of the said agreement(s)/document(s).
2. You have also created mortgage by way of depositing of title deeds creating security Interest in favours of the Bank . The documents relating to such mortgage are also stated in Schedule 'B'.
3. The relevant particulars of the secured assets are specifically stated in Schedule 'C'.
4. You have also acknowledged subsistence of the liability in respect of the aforesaid credit facilities by executing confirmation of balances and revival letters and other documents from time to time. The operation of and conduct of the above said financial assistance/credit facilities have become irregular and the debt has been classified as **Non-Performing Assets on 21.04.2022** in accordance with the directives/guidelines relating to asset classifications issued by the Reserve Bank of India consequent to the default committed by you in repayment of principal debt and interest thereon.
5. The said financial assistance is also secured by the personal guarantee :NIL
Despite repeated requests, you have failed and neglected to repay the said dues/
outstanding liabilities.



6. Therefore, the Bank hereby calls upon you u/s 13(2) of the said Act by issuing this notice to discharge in full your liabilities stated hereunder to the Bank within 60 days from the date of this notice. Your outstanding liabilities (in aggregate) due and owing to the Bank is the sum of **Rs.24,57,855.00 (Rupees Twenty-Four Lakhs Fifty-Seven Thousand Eight Hundred Fifty-Five Rupees Only)** as on **06.07.2023**. You are also liable to pay future interest at the contractual rate on the aforesaid amount together with incidental expenses, cost, charges, etc.
7. If you fail to repay to the Bank the aforesaid sum of **Rs.24,57,855.00 (Rupees Twenty-Four Lakhs Fifty-Seven Thousand Eight Hundred Fifty-Five Rupees Only)** as on **06.07.2023** with further interest and incidental expenses, costs as stated above in terms of this notice u/s 13(2) of the Act, the Bank will exercise all or any of the rights detailed under subsection (4) of Section 13 and under other applicable provisions of the said Act.
8. You are also put on notice that in terms of sub-Section 13 of Section 13 you shall not transfer by sale, lease or otherwise the said secured assets detailed in Schedule 'C' of this notice without obtaining written consent of the Bank.
9. **We invite your attention to the provisions of sub-section (8) of Section 13 of the SARFAESI Act which speaks about the time available to the borrower/guarantor to redeem the secured assets.**
10. The Bank reserves its rights to call upon you to repay the liabilities that may arise under the outstanding Bills Discounted, Bank Guarantees and Letter of Credit issued and established on your behalf as well as other contingent liabilities.
11. This notice is without prejudice to the Bank's right to initiate such other actions or legal proceedings as it deems necessary under any other applicable provisions of Law.

Please note that our earlier notices issued prior to this date under Section 13(2) of SARFAESI Act 2002 stands withdrawn.

Yours faithfully,

(Authorised Officer)



SCHEDULE 'A'

Name of Borrower : **Mr.Santosh Mahadev Rathod**

(Amount in Rs.)

Sr. No.	Nature of Facility	Outstanding inclusive of interest as on today i.e 06.07.2023	Un applied interest w.e.f. 21.04.2022 to 06.07.2023	Penal Interest (Simple)	Cost/ Charges incurred by Bank	Total Dues
1.	Housing Loan (A/c No. (37238916713)	20,42,624.00	3,13,452.00	0.00	56,805.00	24,12,881.00
2.	Housing Loan (A/c No. (37239342474)	37,402.00	7,572.00	0.00	0.00	44,974.00
	Total Amount	20,80,026.00	3,21,024.00	0.00	56,805.00	24,57,855.00
Total Rs.24,57,855.00 (Rupees Twenty-Four Lakhs Fifty-Seven Thousand Eight Hundred Fifty-Five Rupees Only) as on 06.07.2023						

SCHEDULE 'B'

List of Documents:

Sr. No.	Name of the Document	Nature of Security	Date of Execution	Amount Secured (Rs.)
1.	Letter of Arrangement	Terms, conditions & sanction of credit facilities	11.10.2017	22,66,869.00
2	Memorandum of loan agreement for home loan granted to public	Loan agreement	11/10/2017	22,66,869.00
3	Registered Mortgage deed No. 4133/2017	Mortgage Agreement	13/10/2017	2266869.00

SCHEDULE 'C'

Part - I

(Hypothecation of Movable Properties) - Not applicable

Part - II

(Registered Mortgage by way of depositing Title Deeds of Immovable properties)

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Date: 06.07.2023
Place :Aurangabad

(Authorised Officer)

