Proclamation of Sale of Attached Immovable Property U/s.13 of "The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002" and Under Rule 8 (5) (c) 6 & Rule 9 (1) of the Security Interest (Enforcement) Rules, 2002.

Whereas, the Property belongs to Borrower and Mortgagors Mrs.Shayara Begam Jaan Mohammad Khan, Mr. Fazal Jaan Mohammad Khan, Mr. Jaan Mohammad Rafiq Khan hereinunder specified has been in the Actual & Physical Possession of the Authorised Officer, Janata Sahakari Bank Ltd., Pune on account of entire outstanding loan of Mrs.Shayara Begam Jaan Mohammad Khan, Mr. Fazal Jaan Mohammad Khan, Mr. Jaan Mohammad Rafiq Khan amount of Rs. 17,95,152/- (Rs.Seventeen Lakh Ninety Five Thousand One Hundred Fifty Two Only) as on 30/06/2019 and further interest, charges, expenses etc. thereon as per the Demand Notice dated 29/07/2019 due to Janata Sahakari Bank Ltd, Pune Branch Market Yard and, The property is mortgaged for the loan of Mrs.Shayara Begam Jaan Mohammad Khan, Mr. Fazal Jaan Mohammad Khan, Mr. Jaan Mohammad Rafiq Khan.

Whereas, the outstanding dues as on 31/10/2024 in the said loan account is Rs. 29,20,037/- (In words Rs. Twenty Nine Lacs Twenty Thousand Thirty Seven only) plus further interest from 01/11/2024 and charges thereon and it is necessary to recover the said Loan amount by sale of the said property together with all lawful charges and expenses arising due to recovery of possession and proposed Sale of the said House, Notice is hereby given that on the Friday 10<sup>th</sup> January, 2025 on 11.30 A.M.the undersigned, Authorised Officer, Janata Sahakari Bank Ltd., Pune will hold sale of the Property i.e.

**Property Details :** Flat bearing No.808, situated on eighth floor, carpet area of 38.23Sq.mtrs. i.e. 411.51 Sq.fts. + sanctioned enclosed balcony having an area of 5.06 Sq.mtrs. i.e. 54.47 Sq.mtrs. Type 2 BHK and exclusive Terrace area admeasuring 2.69 Sq.mtrs. i.e. 28.96 Sq.Fts. And dry balcony area admeasuring 1.81 sq.mtrs. i.e. 19.48 Sq.fts. Alongwith One Covered Car Parking bearing No.B-1/21, constructed on the land, bounded as under: **On Or Towards East**: By Open to Sky. **On Or Towards South**: By Open to Sky. **On Or Towards West**: By passage, Staircase & Open to Sky. **On Or Towards North**: By Open to Sky, Flat No. A-1/807 & Passage known as Vaishnavi Mahila Unnati Sanstha, Vaishanavi City Phase -II constructed **on the land**, by way of public auction to the highest bidder on "As is where is Basis" and upon such conditions as are set out in the enclosed schedule of Terms and conditions of sale, in respect of the Said Properties hereinunder specified.

**DESCRIPTION OF THE PROPERTY** 

Sr. No	Particulars	Details
1	Borrowers / Mortgagors	Mrs.Shayara Begam Jaan Mohammad Khan Mr. Fazal Jaan Mohammad Khan Mr. Jaan Mohammad Rafiq Khan
	Guarantors	Mr. Sherali R M Khan
2	Details of Property	Flat bearing No.808, situated on eighth floor, carpet area of 38.23Sq.mtrs. i.e. 411.51 Sq.fts. + sanctioned enclosed balcony having an area of 5.06 Sq.mtrs. i.e. 54.47 Sq.mtrs. Type 2 BHK and exclusive Terrace area admeasuring 2.69 Sq.mtrs. i.e. 28.96 Sq.Fts. And dry balcony area admeasuring 1.81 sq.mtrs. i.e. 19.48 Sq.fts. Alongwith One Covered Car Parking bearing No.B-1/21, constructed on the land, bounded as under: <b>On Or Towards East</b> : By Open to Sky. <b>On Or Towards South</b> : By Open to Sky. <b>On Or Towards West</b> : By passage, Staircase & Open to Sky. <b>On Or Towards North</b> : By Open to Sky, Flat No. A-1/807 & Passage known as Vaishnavi Mahila Unnati Sanstha, Vaishanavi City Phase -II constructed <b>on the land</b> , S.No 23 Hiss No.3/1-2-3 Uruli Devachi, Tal Haveli, Dist Pune
3	Assessment or other taxes	Not Known
4	Outstanding Balance as on 31/10/2024	Rs. 29,20,037/- (In words Rs. Twenty Nine Lacs Twenty Thousand Thirty Seven only) plus further interest and charges from 01/11/2024 thereon.
5	Encumbrances	Not Known
6	Remarks	The property has been in the <b>Actual &amp; Physical Possession</b> of the undersigned Authorised Officer, Janata Sahakari Bank Ltd, Pune
7	Date, Time and Place of Proposed Auction	Friday 10 <sup>th</sup> January, 2025 on 11.30 A.M Janata Sahakari Bank Ltd, Pune (Multistate Scheduled Bank) S.No.691 Hissa No.A/1/2A, Near Rao Nursing Home Pune – Satara Road, Bibawewadi, Pune 411037 (Maharashtra) Phone No.020-24404444
8	Reserve Price	Rs.24,50,000/- (Rs. Twenty Four Lakh Fifty Thousand Seven Hundred Fifty Only)

Place- Pune Date :- 29/11/2024 (Santosh V. Hirve) Chief Officer /Authorised Officer Janata Sahakari Bank Ltd., Pune. (Multi-State Scheduled Bank)

## **Terms and Conditions of Sale Proclamation**

## The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002"and Under Rule 8 (5) (c) 6 and Rule 9(1) of the Security Interest (Enforcement) Rules 2002

- 1) The Property will be sold on "As is where is Basis" and "Without Recourse basis".
- 2) This notice and mode of sale of secure assets are without prejudice to any other notice / mode of sale secured assets.
- All Pending Costs, Charges, Fees, Dues including cost of Stamp Duty and Registration relating to the sale of the said Property and excluding the Auction Sale Price and all other charges existing and in future for the property whether incidental or otherwise, in respect of the Immovable property should be paid and borne by the Auction Purchaser.
- 4) As a condition precedent to participate in the auction every Participant has to be deposit an amount of Rs.2,50,000/- as earnest money deposit with the Authorised Officer before the auction takes place. The unsuccessful bidders / participant will be refunded the said deposit after finalization of Auction sale, without any interest, damages, compensation or consideration thereon, thereto and thereof or incidental thereto. All Auction participant has to submit latest photograph, Xerox copy of all KYC document i.e. Pan Card, Aadhar Card, etc. along with originals (for verification) before the auction take place.
- 5) The sale shall be confirmed in favour of the purchaser/ participant who has offered highest sale price in his bid to the Authorised Officer & shall be subject to confirmation by the secured creditor.
- On sale of the said immovable property, the purchaser / Successful Bidder shall deposit 25% of the amount of total and highest bid / sale price, (Which is inclusive of Earnest Money deposit) immediately on the same day to the Authorised Officer conducting the Auction sale. In default thereof, the amount so deposited including participation amount and all the rights, interest, claim or demand in or upon the property of defaulting purchaser shall be forfeited fully and completely.
- 7) The balance amount payable of purchase price i.e. 75% of Total Highest Bid amount shall be paid by the purchaser to the Authorised Officer, on or before the **15**<sup>th</sup> **day** from the date of auction of the immovable property.
- 8) In default of the payment of 75% amount of total highest bid amount, within a period of 15 days from the date of auction of the immovable property or such extended period as may be agreed upon in writing between the parties, the entire amount (Including earnest money deposit) deposited, till then deposited with, shall be forfeited fully and completely and the defaulting purchaser shall forfeit all his rights, interest, claim, or demand in or upon the property.
- 9) The Reserve Price fixed for the sale of the property is Rs.24,50,000/- (Rs. Twenty Four Lakhs Fifty Thousand only) below which the property will not be sold.
- 10) Other Terms & Conditions will be read at the time of Auction sale.
- The Authorised Officer holds the right to change (i.e. add or delete) the terms and condition and also to cancel or Postpone the Auction without assigning any reason.
- 12) The purchaser / participants shall carry out due diligence at its own cost and consequences in respect of the said auction property.
- In respect of any other terms and conditions contained herein or otherwise relating to the sale of said secured Assets put to the auction through this public notice, if any dispute, difference of opinions, disagreement arises or take place, the same shall be referred to the Courts at Pune only and only Pune courts shall have exclusive Jurisdiction to decide the same.
- 14) <u>Bid increment Rs. 25,000/- and in multiples.</u>
- 15) For any further details and information Please Contact:-
  - 1) **Authorized Officer**, **Recovery Dept**: S.No. 691, Hissa No. A/1/2A, Near Rao Nursing Home, Pune Satara Raod, Bibwewadi, Pune 411037.
    - Phone No. 24404444 & 24404400. Mobile No. 7709522555
  - 2) <u>For inspection of property or more information, the prospective bidders may contact</u> Branch Manager Janata Sahakari Bank Ltd, Pune., Branch Market Yard ,475/476 Guktekadi, Market Yard Pune- 411037.
  - Phone No. 020-24271533,2549,1534 Mob. No.9503030055 EMail : <u>marketyard@janatabankpune.com</u>
  - 3) EMail: <a href="mailto:ho.recovery@janatabankpune.com">ho.recovery@janatabankpune.com</a> Web Site: <a href="mailto:www.janatabankpune.com">www.janatabankpune.com</a>