

EXH NO: 81

REGD.A/D/DASTI/AFFIXATION/BEAT OF DRUM &  
PUBLICATION/NOTICE BOARD OF DRT  
SALE PROCLAMATION

OFFICE OF THE RECOVERY OFFICER-I  
DEBTS RECOVERY TRIBUNAL-I, MUMBAI

2<sup>ND</sup> FLOOR, TELEPHONE BHAVAN, STRAND ROAD, COLABA  
MARKET, COLABA, MUMBAI- 400 005.

R.P. No. 844 OF 2016

DATED: 23/01/2024

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 BANK  
AND FINANCIAL INSTITUTIONS ACT, 1993.

IDBI Bank Ltd.

..Certificate Holders

V/s.

Dhartidhan Fertilizers Limited.  
& Ors.

..Certificate Debtors

CD No. 1 Dhartidhan Fertilizers Limited  
23, Janki Nagar, Wadibhokar Road  
Deopur, Dist. Dhule 424 001  
Maharashtra

CD No. 2 Ravindra Chaudhary  
(Director & Guarantor)  
Plot No 20, Janki Ngar,  
Wadibhokar Road, Deopur  
Dist.Dhule – 424 001  
Maharashtra

CD No. 3 Manohar Chaudhary  
(Director & Guarantor)  
Plot No 20, Janki Ngar,  
Wadibhokar Road, Deopur  
Dist.Dhule – 424 001  
Maharashtra

CD No. 4 Sunil Chaudhary  
(Director & Gaurantor)  
850/C, Ward No.3, Main Road  
Taluka – Pansemal, Dist.Barwani  
Madhya Pradesh- 451 770.

CD No. 5 Vikas Motiram Chaudhary  
(Director & Guarantor)

102, Nadi Road Gram, Matrala,  
Tehsil: Pansemal  
Dist. Barwani,  
Madhya Pradesh – 451 770

CD No. 6 Pradeep Chaudhary  
(Director & Guarantor)  
850/C, Ward No.3, Main Road  
Taluka – Pansemal, Dist.Barwani  
Madhya Pradesh- 451 770.

CD No. 7 Fulchand Shankar Chaudhary  
(Guarantor)  
At – 5196-2, Shekhpura  
Anandibhavani, Tal. Chopda  
District Jalgaon  
Maharashtra – 425 409.

Whereas Hon'ble Presiding Officer, Debts Recovery Tribunal No. I Mumbai has drawn up the Recovery Certificate in Original Application No. 40 of 2014 for Recovery of Rs. 3,76,76,161.85 (Rupees Three Crores Seventy Six Lakhs Seventy Six Thousand One Hundred Sixty One Rupees and Eighty Five Paise Only) with interest and cost from the Certificate debtors and a sum of Rs. 25,22,17,779/- (Rupees Twenty Five Crore Twenty Two Lakh Seventeen Thousand Seven Hundred Seventy Nine only) is recoverable together with further interest and charges as per the Recovery Certificate/Decree.

And whereas the undersigned has ordered the sale of the property mentioned in the Schedule below in satisfaction of the said certificate.

And whereas a sum Rs. 25,22,17,779/- (Rupees Twenty Five Crore Twenty Two Lakh Seventeen Thousand Seven Hundred Seventy Nine only) inclusive of cost and interest thereon.

1. Notice is hereby given that in absence of any order of postponement, the said property shall be sold on **27/02/2024** between **02.00 PM to 4:00 PM** (with auto extension clause in case of bid in last 5 minutes before closing, if required) by e-auction and bidding shall take place through "On line Electronic Bidding" through the website of M/s C-1 India Pvt. Ltd <https://www.bankeauctions.com> contact persons – Mr. Bhavik Pandya having his Mobile No. 8866682937. E-mail – [Maharashtra@clindia.com](mailto:Maharashtra@clindia.com) & [gujarat@clindia.com](mailto:gujarat@clindia.com).

For further details contact :-( 1) Gurminder Oberoi, Assistant General Manager Mob: 9820516570 (2) Mr. Bhavik Shastri, Deputy General Manager, Mob: 9825197616.

2. The sale will be of the property of the 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.
3. The property will be put up for the 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.
4. 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 Act, 1961 and the rules made there under and to the further following conditions.
5. The particulars specified in the annexed schedule have been stated to the best of the information of the undersigned, but the undersigned shall not answerable for any error, mis-statement or omission on this proclamation.
6. The assets shall be auctioned as per the following details:-

| <u>No. of lots</u> | <u>Description of the property</u>                                                                                    | <u>Date of inspection</u> | <u>Reserve price (Rs)</u> | <u>EMD Amount</u> | <u>Increment Bid</u> |
|--------------------|-----------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------|-------------------|----------------------|
| 1.                 | House Property in Kasba Chopra, Tehsil Chopra, Dist. Jalgaon (M.S) within the Municipal limit of Chopra Municipality, | 21/02/2024                | 16,75,000/-               | 1,70,000          | 50,000/-             |

|    |                                                                                                                                                                                         |            |            |          |          |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|----------|----------|
|    | Nagar, Nagar Bhumapan<br>Kramank 5234, Chopra<br>Tehsil, Chopra Dist.<br>Jalgaon (M.s) adm.<br>265.90 sq.mts.                                                                           |            |            |          |          |
| 2. | Plant & Machinery situated<br>at Land & Factory at<br>Untawad, Tal. Shahda, Dist.<br>Nadurbar (M.S), Gaon-<br>Untawad, Gut No. 72, Paiki,<br>Plot No. 1, Admeasuring<br>18,496 sq.mtrs. | 21/02/2024 | 1,64,000/- | 16,400/- | 10,000/- |

7. 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.

8. The public at large is hereby invited to bid in the said E-Action. The online offers along with **EMD as per lots**, is payable by way of RTGS/NEFT in the **Account No. 100034915010017, in the name of IDBI Bank Ltd., at Cuffe Parade, Mumbai. IFSC Code No. IBKL0001000**, of the Certificate Holder Bank at Mumbai. Attested photocopy of TAN/PAN card and Address Proof shall be uploaded with the online offer. The offer for more than one property shall be made separately. The last date for submission of online offers alongwith EMD and the other information/details is **23/02/2024 till 4:30 p.m.** The physical inspection of the immovable property mentioned herein below as **Lot No. 1 & Lot No. 2** may be taken on **21/02/2024 between 11 a.m. to 4 p.m.** at the property sites.

9. The copy of Pan Card, Address proof and identity proof, E-Mail ID, Mobile No. and declaration if they are bidding on their own behalf or on behalf of their principals. In the latter case, they shall be required to deposit their authority and in default their bids shall be rejected. In case of the company

copy of resolution passed by the board members of the company or any other document confirming representation/attorney of the company and the receipt/counter file of such deposit should reach to the said service provider CH Bank by e-mail or otherwise by the said date.

10. Physical copy of the originally signed Auctioned Bid Form along with KYC Documents i.e. Pan Card, Address proof and identity proof, Email ID, Mobile Number and declaration shall be submitted before the recovery officer-I, Debt Recovery Tribunal-I, Mumbai in sealed cover on or before on **23/02/2024 up to 4:30 p.m.** failing which bid shall be rejected.

11. The successful bidder shall have to deposit **25% of his final bid amount** after adjustment of EMD by next bank working day i.e. by **4:30 P.M** in the said account as per detail mentioned in the para - 8 above.

12. The purchaser shall deposit the balance **75% of final bid amount on or before 15<sup>th</sup> day** from the date of sale of the property. If the **15<sup>th</sup> day is Sunday or other Holiday**, then on the first bank working day after the 15<sup>th</sup> day by prescribed mode as stated in para 8 above. In addition to the above the purchaser shall also deposit **poundage fee with Recovery Officer-I, DRT-I @ 2% upto Rs.1,000/- and @ 1%** of the excess of said amount of **Rs.1,000/- through DD** in favour of

**Registrar, DRT-I, Mumbai.**

13. 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, be forfeited to the Government and the defaulting purchaser shall forfeit all claims to the property or the amount deposited. The property shall be resold, after the issue of fresh proclamation of sale. Further the purchaser shall also be liable to make good of any shortfall or difference between his final bid amount and the price for which it is subsequently sold.



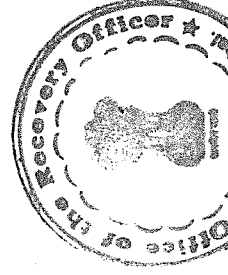
14.The refund of EMD to the unsuccessful bidders at the close of auction shall be made only in the account number mentioned by such bidder by the concerned bank.

15.The property is being sold on “AS IS WHERE IS BASIS AND AS IS WHAT IS BASIS”.

16.The undersigned reserves the right to accept or reject any or all bids if found unreasonable or postpone the auction at any time without assigning any reason.

| Sr No | 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     | House Property in Kasba Chopra, Tehsil Chopra, Dist. Jalgaon (M.S) within the Municipal limit of Chopra Municipality, Nagar, Nagar Bhumapan Kramank 5234, Chopra Tehsil, Chopra Dist. Jalgaon (M.s) adm. 265.90 sq.mts | Not available                                          | Mortgage Property                                            | Not known                                                                                                                    |
| 2     | Plant & Machinery situated at Land & Factory at Untawad, Tal. Shahda, Dist. Nadurbar (M.S), Gaon-Untawad, Gut No. 72, Paiki, Plot No. 1, Admeasuring 18,496 sq.mtrs                                                    | Not available                                          | Mortgage Property                                            | Not known                                                                                                                    |

Given under my hand and seal of this 23<sup>rd</sup> day of January, 2024.



*(Signature)*  
(ASHU KUMAR)  
RECOVERY OFFICER  
DRT-I, MUMBAI