

SALE PROCLAMATION

OFFICE OF THE RECOVERY OFFICER
IN THE DEBTS RECOVERY TRIBUNAL, JHARKHAND AT RANCHI

RECOVERY PROCEEDING No.148 of 2010
IN CASE NO.O. A. Case No.152 of 2009

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

HUDCO Ltd., Ranchi Vs. M/s Gautam Construction & Developers Pvt. Ltd. & Others

To,

1. M/s Gautam Construction & Developers Pvt. Ltd., Gautam Niwas, Jai Prakash Nagar, Booty Road, Bariatu, Ranchi.
2. Sri Pawan Kumar Singh, Managing Director of M/s Gautam Construction & Developers Pvt. Ltd., R/o Gautam Niwas, Jai Prakash Nagar, Booty Road, Bariatu, Ranchi.
3. Sri Ram Prakash Singh, R/o Gautam Niwas, Jai Prakash Nagar, Booty Road, Bariatu, Ranchi.
4. Smt. Renu Singh, R/o Gautam Niwas, Jai Prakash Nagar, Booty Road, Bariatu, Ranchi.

1. Whereas you have failed to pay the sum of Rs. 5,67,92,363.00 (Rupees Five Crore Sixty Seven Lacs Ninety Two Thousand Three Hundred and Sixty Three Only) payable by you in respect of Recovery Certificate in O. A. Case No.152 of 2009 issued by the Presiding Officer, Debts Recovery Tribunal, Ranchi along with the interest and costs payable, as per the certificate.

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

3. And whereas as on the 19.11.2024 there will be due there under a sum of Rs. 5,67,92,363.00 (Rupees Five Crore Sixty Seven Lacs Ninety Two Thousand Three Hundred and Sixty Three Only) along with Pendentelite and future interest @10% per annum simple from 01.11.2009 till full and final realization of the claim besides cost of Rs.1,50,000/- (Rupees One Lacs Fifty Thousand Only), as per the certificate.

4. Notice is hereby given that, in the absence of any order of postponement, the said property shall be sold by e-auction and bidding shall take place through "Online Electronic Bidding" through the website <https://drt.auctiontiger.net> of M/s E-Procurement Technologies Ltd. on 05.03.2025 between 11.00 AM to 12.00 Noon with extension of 5 minutes duration after 12 noon if required.

For further detail contact: Office of the Recovery Officer, Debts Recovery Tribunal, Ranchi contact No. 0651 – 2214021 and for property inspection contact Regional Chief, HUDCO, Regional Office at 6th Floor, Maple Plaza, Opposite Ashok Nagar Gate No.2, Argora, Ranchi, Contact No.0651-2241526.

4.1 The sale will be of the property of the certificate debtors 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.

4.2 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.

4.3 No officer of 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 the Second Schedule of the Income tax Act, 1961 and the rules made there under and to the further following conditions.

4.4 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, misstatement or omission in this proclamation.



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5. (a) The reserve price below which the property shall not be sold is as per details:-

| Details of Properties | Reserve Price | EMD |
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| <p>1. Title Deed No.11639 dated 14.09.04 Land situated at Village- Hombai, P. S.-Sadar, Thana No.-167 under Khata No.- 37, Plot Nos. 1351,1352, 1353, 1354, 1355 & 1356, Total Area of land admeasuring 24.59 Decimals. Boundary of Plot No. 1351 North: Plot No. 1359, South: Plot No. 1351/Part, East: Plot No. 1351/Part, West: Plot No. 1352 Boundary of Plot No. 1352 North; Plot No. 1352, South: Plot No. 1352/Part, East; Plot No. 1351/Part, West: Plot No. 1352 Boundary of Plot No. 1353 North; Plot No. 1359, South: Plot No. 1352, East: Plot No. 1359, West: Plot No. 1353/Part Boundary of Plot No. 1354 North: Plot No. 1359, South: Plot No. 1359, East: Plot No. 1359, West: Plot No. 1358/Part Boundary of Plot No. 1355 North: Plot No. 1356, South; Plot No. 1359, East: Plot No. 1358, West: Plot No. 1355/Part Boundary of Plot No. 1356 North: Plot No. 1358 South: Plot No. 1358 East: Plot No. 1358 West: Plot No. 1356</p> <p>2. Title Deed No.9958 dated 13.08.04 Land situated at Village- Hombai, P. S.- Sadar, Thana No.- 167 under Khata Nos.- 40, Plot Nos. 1345, 1347 & 1349 Total Area of land admeasuring 88 Decimals. Boundary of Plot No. 1345 North: Plot No. 1342, South: Plot No. 1346, East: Plot No. 1361/Part, West: Plot No. 1344/Part. Boundary of Plot No. 1347 North: Plot No. 1361, South: Plot No. 1348, East: Plot No. 1361 & 134, West: Plot No. 1346. Boundary of Plot No. 1349 North: Plot No. 1344 & 1361/Part, South: Plot No. 1353, East: Plot No. 1356, West: Boundary Geillatu.</p> <p>3. Title Deed No.12416 dated 04.10.04 Land situated at Village- Hombai, P. S.- Sadar, Thana No.- 167 under Khata No.- 37, Plot Nos. 1351, 1352, 1353, 1354, 1355 & 1356, Total Area of land admeasuring 86 Decimals. Boundary of Plot No. 1351 North: Plot No. 1351/Part, South: Plot No. 1351/Part, East: Plot No. 1352 & 1350, West; Plot No. 1367. Boundary of Plot No. 1352 North: Plot No. 1353, South: Plot No. 1350, East: Plot No. 1352/Part, West: Plot No. 1352. Boundary of Plot No. 1353 North: Plot No. 1354, South: Plot No. 1349, East: Plot No. 1353/Part, West: Plot No. 1353. Boundary of Plot No. 1354 North: Plot No. 1355, South: Plot No. 1353, East: Plot No. 1354/Part, West: Plot No. 1354. Boundary of Plot No. 1355 North: Plot No. 1356, South: Plot No. 1354, East: Plot No. 1355/Part, West: Plot No. 1355. Boundary of Plot No. 1356 North: Plot No. 1357, South: Plot No. 1355, East: Plot No. 1356/Part, West: Plot No. 1356/Part.</p> <p>4. Title Deed No.10334 dated 20.08.04 Land situated at Village- Getlatu, P. S.- Sadar, Thana No.-166 under Khata No.- 62, PlotNo. 370, Total Area of land admeasuring 5 Decimals. Boundary of Plot No. 370 North: Plot No. 370/Part, South: Plot No. 369/Part, East: Plot No. 371/Part, West: Plot No. 367/Part</p> <p>5. Title Deed No.15309 dated 24.12.04 Land situated at Village- Getlatu, P. S.- Sadar, Thana No.- 166 under Khata No.- 84, Plot No. 371, Total Area of land admeasuring 15 Decimals. Boundary of PlotNo. 371 North: Birsa Kumar, South: Jagu Kumar &Ors., East: Plot No. 372, West: Plot No. 370</p> <p>6. Title Deed No.2067 dated 08.02.05 Land situated at Village- Getlatu, P. S.- Sadar, Thana No.- 166 under Khata No.- 62 & 70, Plot No. 369, 370 & 367, Total Area of land admeasuring 14.875 Decimals.</p> | Rs.26,78,45,000/- | Rs.2,67,84,500/- |



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| <p>Boundary North: Bahuran Thakur, South: Ramdayal Thakur, East: Niz, West: Birsa Kumar. 7. Title Deed No.1535 dated 28.01.05 Land situated at Village- Getlatu, P. S.- Sadar, Thana No.- 166 under Khata No.- 62 & 70, Plot No. 369, 370 & 367, Total Area of land admeasuring 7.5 Decimals. Boundary North: Niz, South: Jugal Thakur, East: KandruKumhar, West: Bahuran Thakur. 8. Title Deed No.2068 dated 08.02.05 Land situated at Village- Getlatu, P. S.- Sadar, Thana No.- 166 under Khata No.- 62 & 70, Plot No. 369, 370 & 367, Total Area of land admeasuring 14.875 Decimals. Boundary North: Rupal Thakur, South: Kameshwar Thakur, East: Kandru Kumhar, West: Bahuran Thakur. 9. Title Deed No.15454 dated 28.12.04 Land situated at Village- Hombai, P. S.- Sadar, Thana No.-167 under Khata No.9, Plot Nos. 1318 & 1325, Total Area of land admeasuring 64.33 Decimals. Boundary of Plot No. 1318 North: Plot No. 1317 & 1312/Part, South: Plot No. 1321 & 1323, East: Plot No. 1318/Part, West: Plot No. 1319/Part. Boundary of Plot No. 1325 North: Plot No. 1325/Part, South: Plot No. 1330 & 1327/Part, East: Plot No. 1327, West: Plot No. 1323.</p> | | |
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6. The interested bidders are required to deposit EMD along with documents PAN Card, Identity Proof, Address Proof etc. and in the case of company, copy of resolution passed by the Board Members of the Company or any other documents claiming representation/attorney of the company also, latest by 03.03.2025 before 4.00 PM in the office of the Recovery Officer, DRT, Ranchi and thereafter they shall be eligible to participate in the e-auction to be held from 11.00 AM to 12.00 Noon on 05.03.2025. In case, bid is placed in the last 5 minutes of the closing time of the auction, the closing time will automatically get extended for 5 minutes.
7. The intending bidders shall pay the EMD amount in the account of Recovery Officer, DRT, Ranchi through RTGS/NEFT/EFT to Current Account No.1091002100032108, IFS Code: PUNB0109100, Punjab National Bank, Mahabir Chowk Branch, Ranchi
8. The receipt of EMD alongwith bid form shall be deposited before the office of the Recovery Officer, Debts Recovery Tribunal, 5th Floor, RRDA Building, Kutchery Chowk, Ranchi.
9. The amount by which the biddings are to be increased shall be Rs.5,00,000/- 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.
10. The unsuccessful bidder shall take EMD directly from the Office of Recovery Officer, DRT, Ranchi immediately on closure of the e-auction sale proceeds.
11. The successful/highest bidder shall have to pay for 25% of the bid/sale amount after adjusting the EMD, amount in the account of "Recovery Officer, DRT, Ranchi through RTGS/NEFT/EFT to Current Account No.1091002100032108, IFS Code: PUNB0109100, Punjab National Bank, Mahabir Chowk Branch, Ranchi" by next bank working day i.e. by 04.00 PM with this Tribunal failing which the EMD shall be forfeited.
12. The successful/highest bidder shall deposit in the account of "Recovery Officer, DRT, Ranchi" through RTGS/NEFT/EFT to Current Account No.1091002100032108, IFS Code: PUNB0109100, Punjab National Bank, Mahabir Chowk Branch, Ranchi" the balance 75% of the sale proceed before the Recovery Officer, DRT, Ranchi 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 along with poundage @ 2% up to Rs. 1,000/- and @ 1% on the excess of such gross amount over Rs. 1,000/- in favour of Registrar, DRT, Ranchi. (In case of deposit of balance amount of 75% through post, the same should reach the Recovery Officer as above).
13. 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 forfeited all claims to the property of to any part of the sum for which it may subsequently be sold.
14. The highest bidder shall be declared to be the purchaser of any lot provided that further that the amount bid by him is not less than the reserve price. 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.
15. The property is sold on as is and where is /on what it is/ no complaint basis. Bidders are advised/cautioned to verify with the SRO as well as the Revenue Records and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc. over the property before submitting their bids. Statutory dues/liabilities etc. due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s).
16. **Delivery of Possession:-** All expenses and incidental charges thereto shall be borne by the auction purchaser. Request for appropriation of sale proceeds by the Certificate Holder Bank/Financial Institution will be considered only upon the auction purchaser filing a memo of having received the title deeds and delivered possession of the property.
17. The undersigned reserves the right to accept or reject any or all bids if found unreasonable or postpone the auction at anytime without assigning any reason.

Given under my hand and seal of this Tribunal at Ranchi on this 19th day of November, 2024.

RECOVERY OFFICER-II

