OFFICE OF THE RECOVERY OFFICER-I, DEBTS RECOVERY TRIBUNAL-III, DELHI 4TH FLOOR, JEEVAN TARA BUILDING, PATEL CHOWK, PARLIAMENT STREET, NEW DELHI-110001

SALE PROCLAMATION

R.C. No. 193/14 UCO BANK V/S NARESH KUMAR MASSON Dated: 14.07.2015
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.

UCO BANK V/S NARESH KUMAR MASSON

To, (1) Mr. Naresh Kumar Masson, R/o. A-107, Mazlis Park, Azadpur, Delhi-110033.

(2) Smt. Manju Masson, R/o. A-107, Mazlis Park, Azadpur, Delhi-110033.

(3) Sh. Sarabjeet Singh S/o. Sh. Amarjit Singh, R/o. 14/18, Subhash Nagar, New Delhi-110027. Whereas you have failed to pay the sum of Rs.15,42,575/- (Rupees Fifteen Lacs Forty Two Thousand Five Hundred Seventy Five Only) payable by you in respect of recovery certificate in O.A. No.141/2010- DRT-III/Delhi by the Presiding Officer, Debts Recovery Tribunal-III, Delhi, and the interest @ 12% p.a. simple w.e.f. 17.06.10 and costs as per certificate which has become due. And whereas the undersigned has ordered to sale the property mentioned in the Schedule below in satisfaction of the said certificate. Notice is hereby given that in absence of any order of postponement, the said Property shall be Sold on 16.09.2015 at 11:00 A.M. by Public Auction through Auctioneer Sh.Kuldeep Sharma, Advocate, Mobile No.8447055686 at Bank Premises i.e. UCO Bank, Zonal Office, 5, Parliament Street, New Delhi. For Further details contact: Mr. Nemi Chand, Chief Manager of the said office having mobile No.8447776715. The interested bidders may contact the said officer for inspection the property 09.09.2015. The sale will be of the property of the defendant 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 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, 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. 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.

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:		Earnest Money Deposit (EMD)	Date of Public Auction & Court Auctioneer
Second Floor of Plot No.A-107, Mazlis Park, Azadpur, Delhi-110033.	Rs.54,00,000/- (Rupees Fifty Four Lacs Only)	Rs.5,40,000/- (Rupees Five Lacs Forty Thousand Only)	16.09.2015 at 11:00 A.M. Sh. Kuldeep Sharma, Advocate, M.: 8447055686 at Bank premises

Revenue assessed upon the property or any part thereof:-Not Available Details of any other encumbrance to which property is liable: Nil

Claims, if any, which have been put forward to the property, and any other known particulars

bearing on its nature and value: - Not Available.

TERMS & CONDITIONS: (1) The Reserve Price below which the property shall not be sold is Rs.54,00,000/- (Rupees Fifty Four Lacs Only). (2) The amount by which the bid is to be increased shall be Rs.1.00 Lakh (Rupees One Lakh Only). 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. (3) 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. (4) EMD shall be deposited with the auctioneer at site through DD/Pay Order in favour of Recovery Officer-I, DRT-III, Delhi alongwith copy of PAN Card. Address proof and identity proof. E-mail ID, Mobile No. and 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. (5) The Copy of PAN card. Address proof and Identity Proof. E-mail ID, Mobile No. and in case of the company copy of resolution passed by the board members of the company or any other document confirming representation attorneys of the company and the receipt/counter file of such deposit should reach to the said service provider or CH Bank by e-mail or otherwise by the said date. (6) 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 3:00 P.M. in the said account as per detail mentioned in para 4 above. (7) The purchaser shall deposit the balance 75% of final bid amount on or before 15th day from the date of sale of the property. If the 15th Day is Sunday or other Holiday, then on the first Bank working day after the 15th Day by prescribed mode as stated in para 4 above. In addition to the above the purchaser shall also deposit poundage fee with @ 2% up to Rs.1,000/- and @1% of the excess of said amount of Rs.1,000/- through DD in favour of the Registrar, DRT-III, Delhi. (8) In case of default of payment within the prescribed period, the property shall be resold, 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. (9) The property is being sold on "AS IS WHERE IS BASIS & AS IS WHAT IS BASIS". (10) 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. The condition may be told by Auctioneer at the time of Auction. Given under my hand and seal on this 14th Day of July, 2015. (S.S. CHAUHAN), RECOVERY OFFICER-I, DRT-III, DELHI