



Thane Bharat Sahakari Bank Ltd. (Scheduled Bank)

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PUBLIC NOTICE OF SALE OF MORTGAGED IMMOVEABLE PROPERTIES THROUGH PRIVATE TREATY

Public notice for sale of mortgaged Immoveable Properties through Private Treaty under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Rule 8(5)(d) and Rule 8(6) r/w. Rule 8(8) of the Security Interest (Enforcement) Rules, 2002.

The Authorized Officer of Thane Bharat Sahakari Bank Ltd. (Secured Creditor) has taken over physical possession of the schedule mortgaged properties u/s. 13(4) of the SARFAESI Act in furtherance of it's Notice dated 15/06/2022 issued u/s. 13(2) of said Act for recovery of sum of Rs.7,53,02,902.80 alongwith interest @ 12.50% p.a. w.e.f. 01/06/2022 and penal interest, charges, expenses etc, from the Borrower/Mortgagor and Guarantors.

Notice is hereby given to the public at large in general and to the Borrower/Mortgagor& Guarantor(s) in particular that entire mortgaged properties as mentioned in the schedule are available for sale through **Private Treaty** on “**As is where is**”, “**As is what is**”, “**Whatever there is**” and “**Without recourse**” basis on 18/02/2025, as per the terms of the Bank and agreeable to the Intending Purchaser for Bank's outstanding of Rs. 9,71,59,064/- as on 31/12/2024 plus further interest @ 12.50% p.a. w.e.f. 01/01/2025 and costs thereon due to Secured Creditor from Borrower/Mortgagor namely M/s. Vidya Vardhini Developers Pvt. Ltd. and Guarantors namely Mr. Balasaheb Kashinath Shinde and Mr. Nandkumar Malku Patil.

SCHEDULE OF MORTGAGED PROPERTIES

Sr. No.	Description of Mortgaged Properties	Reserve Price (below which properties will not be sold)	Earnest Money Deposit
1.	Auditorium Rangmanch (area adm. about 4500 sq.ft.) + Basement Parking (area adm. about 18547.33 sq.ft.) and Top Terrace Canteen above 4th floor (area adm. about 9983 sq.ft.) situated on plot of land bearing Survey no. 80, Hissa no. 1/2 & 2/2, Village Baner, Nr. Signet Corner, Tal. Haveli, Dist. Pune – 411045 owned by M/s. Vidya Vardhini Developers Pvt. Ltd. Note: M/s. Pradnya Niketan Education Society, Trust (Ex-Lessee) has filed litigations before Debt Recovery Tribunal, Pune and Civil Court, with respect to aforesaid mortgaged properties and same are pending as on date.	Rs. 9,54,00,000/-	Rs. 95,40,000/-

TERMS AND CONDITIONS:

- 1) Entire aforesaid mortgaged properties on “**AS IS WHERE IS BASIS**” and “**AS IS WHAT IS BASIS**” and “**WHATEVER THERE IS BASIS**” and “**WITHOUT RECOURSE BASIS**” shall be sold through Private Treaty under SARFAESI Act on **18/02/2025**.
- 2) The Purchaser shall have to deposit 10% of the offered amount as Earnest Money alongwith the Application which will be adjusted against 25% of the offered amount required to be deposited as per clause (3) herein below.
- 3) The Purchaser shall be required to deposit aggregate 25% of the sale consideration amount (including 10% of the Earnest Money Deposit amount already deposited) immediately or not later than next



working day on receipt of bank's acceptance of offer of purchase of aforesaid mortgaged properties and balance 75% of the sale consideration amount shall be paid within 15 days of bank's acceptance or such extended period as may be decided by Secured Creditor.

- 4) Failure to remit the 25% of the offered amount as required under clause (3) herein above will cause forfeiture of amount already paid including 10% of the offered amount paid alongwith the Application and the purchaser shall estopped from claiming refund of the said amount.
- 5) In case of non-acceptance of offer of purchase by the Secured Creditor, the amount of 10% of offered amount paid alongwith the Application will be refunded without any interest.
- 6) The mortgaged properties are being sold with all existing and future encumbrances whether known or unknown to the Bank. The Authorized Officer / Secured Creditor shall not be responsible in any way for any third-party claims / rights / dues.
- 7) The Purchaser should at their own cost and expenses conduct due diligence on all aspects (including title) related to the aforesaid mortgaged properties (under sale through private treaty) to his/her satisfaction. The Purchaser shall not be entitled to make any claim against the Authorized Officer/ Secured Creditor in this regard at later date.
- 8) The Secured Creditor reserves the right to reject any offer for purchase without assigning any reason.
- 9) In case of more than one offer is received, the Secured Creditor will accept the highest offer. If Purchaser giving highest offer fails to deposit the remaining amount in terms of clause (3) above; then Bank may accept the second highest offer given by purchaser.
- 10) If the offeror/ prospective purchaser fail to deposit the entire balance sale consideration amount within stipulated time period or fail to comply with the accepted terms & conditions of the sale, the Secured Creditor will forfeit the amount already deposited and proceed with sale of mortgaged properties to other interested offerors /purchasers without any further notice.
- 11) For further details / clarifications, the intended buyers / purchasers may contact the Authorized Officer of Secured Creditor on above-mentioned address and mobile / phone numbers during working hours.
- 12) The Purchaser shall have to bear all charges i.e. stamp duty, registration fees, statutory / non-statutory taxes, duties, fees, other expenses etc. in respect of aforesaid mortgaged properties in addition to sale consideration amount.
- 13) The Purchaser shall have to pay applicable TDS from the total sale consideration amount.
- 14) On receipt of the entire sale consideration, the Authorised Officer will issue the Sale Certificate in name of the Applicant Purchaser only. The Sale Certificate will not be issued pending operation of any stay/ injunction/restraint order passed by the DRT/DRAT/High Court or any other court against the issue of Sale Certificate. In case, sale is cancelled due to any DRT/ Court order or delay in handing over physical possession or any other reasons, Bank will return the amount deposited without any interest.
- 15) Sale shall be in accordance with the provisions of SARFAESI Act, 2002 and Security Interest (Enforcement) Rules, 2002 framed thereunder and terms & conditions mentioned above.

Note: This is also 15 days notice under Rule 9(1) of The Security Interest (Enforcement) Rules, 2002 to the Borrower/ Mortgagor and Guarantors to pay the aforesaid outstanding amount within 15 days from date of publication of this notice failing which, aforesaid mortgaged properties shall be sold through Private Treaty under SARFAESI Act as mentioned above.



Date: 30/01/2025
Place: Thane

Authorized Officer
Thane Bharat Sahakari Bank Ltd. Thane