



INCOME TAX DEPARTMENT
OFFICE OF THE TAX RECOVERY OFFICER-28, MUMBAI
3RD FLOOR, TOWER NO.6, VASHI RAILWAY STATION COMPLEX
ROOM NO-324, VASHI, NAVI MUMBAI 400703.
 Phone no. : 022-27812319; E-mail : mumbai.tro28@incometax.gov.in

Dated: 16th Jan, 2018**PROCLAMATION / NOTICE OF SALE OF IMMOVABLE PROPERTY BY PUBLIC AUCTION**

Notice is hereby given to the general public that an immovable property belonging to Shri Vilas Ramchandra Shirke (PAN : AAFPS3455A) having address at F-09, Neighbourhood Shopping Complex, Plot No.10-11, Sector-4, Nerul, Navi Mumbai-) and an income - tax defaulter will be sold by public auction on 18.02.2019 as per the provisions of the Second Schedule of the Income Tax Act,1961 for recovery of a certificate debt of Rs.70,50,000/- Rupees Seventy lakh fifty thousand only including outstanding tax, interest and recovery cost & charges as on the intended date of auction) for the A.Y.14-15:-

Date and Time of Auction	18.02.2019 @ 12.45 p.m
Venue of Auction	Income Tax Office- Conference Hall, on 4 th Floor , Tower No. 6 , Vashi Railway Station Complex, Vashi , Navi Mumbai- 400703
Name of the Auctioneer	M/s Quicksale Services – Govt. Auctioneer (Prop. Shri Anis Ahmed) Contact No.022- 400440065, Mob.-9833982401(Sanjay Rajput, Manager)
Date and Time of Inspection of Property	13.02.2019 between 11.00 a.m to 4.00 p.m (With prior appointment. Following Official may be contacted in this regard : Shri Aniruddh Singh, Tax Recovery Inspector Contact No. 022-27812319 & Mob. 9969234915)

SPECIFICATION OF PROPERTY

Description of property	Built up Area of property	Reserve Price (Rs.)	E.M.D (Rs.)	Details of Encumbrances/ claim /charges
Commercial property being Shop/Unit No. F-09 located at : Neighbourhood Shopping Complex ,1 st Floor , Plot No. 10-11, Sector-4,Nerul, Navi Mumbai-400706.	60.84 Sq.m (651,055 Sq.feet)	60,06,000/-	Rs.3,00,000/-	Encumbrances : Nil Claim/ charges : (i). Outstanding charges towards Society Maintenance Rs.22,024/- (till Sept.2018) and (ii) claim of a refundable security deposit of Rs. 1.50 lakh payable to the erstwhile tenant

Note : The shop is located in a very decent residential cum market area having all necessary civic amenities and is in close proximity to Palm Beach Road. It commands a respectable rental value. Suitable for running of offices, clinics, beauty parlours, boutiques etc. It also has an already constructed mezzanine floor inside it.



Terms & Conditions for Sale of Immovable Property by Public Auction :

1. The property is being sold by the auctioneer M/s Quicksale Services under the instructions from the Tax Recovery Officer-28, Mumbai (on the basis of approval accorded by the Pr.CIT-28, Mumbai) .The auction sale is subject to confirmation by the Tax Recovery Officer-28, Mumbai.
2. The Sale Proclamation has been made on 16.01.2019 in accordance with the Second Schedule to the Income Tax Act, 1961.
3. As on 18.02.2019 (the date fixed for auction sale) there will be due there under an amount of Rs.70,50,000/- (Rupees Seventy lakh fifty thousand only) against the regular tax demand for Assessment Year 2014-15 which is inclusive of interest (computed till the intended date of auction sale and the charges and tentative cost of recovery for realising the arrears) . This amount is recoverable from the defaulter Shri Vilas Ramchandra Shirke against recovery certificate no. 44 dated 28.3.2016.
4. The sale proceeds out of the proposed auction sale of the property in execution of this certificate proceedings shall be disposed of in the manner prescribed in Rule 8 of the of the Second Schedule to the Income Tax Act,1961. Accordingly, any surplus amount left after realising the above certificate arrear demand shall be appropriated against recovery of any other outstanding arrear demand of this defaulter.
5. The property is sold on '**as is where is and what is there is**' basis .
6. It shall be the responsibility of the interested bidders to inspect and satisfy themselves about the property before participating in the auction. The intending bidders therefore, can have the inspection of the property / and the inspection of the documents relating to the auction sale of the property by way of prior appointment only. The property may be inspected on **13/02/2019 between 11.00 a.m to 4.00 p.m.** Shri Aniruddh Singh, Tax Recovery Inspector, may be contacted in this regard during office hours on Phone No. 022-27812319 & Mob. 9969234915).Besides, interested bidders may inspect the photocopies of the purchase deed available with this office with prior appointment.
7. As on date the original documents of the properties are in the possession of the assessee Shri Vilas Ramchandra Shirke. As per Registered purchase agreement, Smt. Kalpana Vilas Shirke is the joint purchaser along with the tax defaulter Shri Vilas Ramchandra Shirke, however the property is fully owned by the Shri Vilas Ramchandra Shirke, since the full value of the property has been shown in his own balance sheet.
8. The particulars mentioned in the sale proclamation have been stated to the best of the information of this office but this office shall not be answerable for any error, mis-statement or omission in the proclamation of sale.



9. To the best of knowledge and information so far known to this office there are no claims, liabilities or encumbrances attached to these properties, except for a claim of of Rs. 22,024/- towards outstanding society charges (till Sept.2018) as per the information obtained from the Society office vide its letter dated 31.10.2018 and a claim of Rs. 1,50,000/- as refundable security deposit payable by Shri Vilas R Shirke to the erstwhile tenant viz. M/s Sai Baba Cargo Clearing Pvt. Ltd. The shop has since been vacated by M/s Sai Baba Cargo Clearing Pvt. Ltd on 10.10.2018 as per their letter dated 24.10.2018 submitted in this office on 25.10.2018 .
10. So far known to this office there are no arrears of Municipal tax or other taxes. However, if there are any, the same is to be borne by the successful bidder in addition to the final bidding amount and has to pay such outstanding dues directly to the authorities concerned.
11. However, the intending bidders for their satisfaction should make their own independent enquiries regarding the encumbrances, title of property and claims / rights / dues affecting the property put for auction , prior to participating in the auction. The property is being sold with all the existing and future encumbrances whether known or unknown to this office. The income Tax Department shall not be responsible in any way for any third party claims/ rights / dues.
12. The Reserve Price for the property below which it may not be sold is fixed at **Rs.60,06,000/- (Rupees Sixty Lakh and Six Thousand only)**. This is fixed on the basis of inspection made by the Departmental Valuation officer and report submitted by him on advisory capacity vis-a vis the ready recokner rates as well as present market rates .
13. The Earnest Money Deposit (E.M.D.) for participating in the auction is fixed at Rs. 3,00,000/- (Rupees Three Lakh only) .
14. Each bidder should be qualified to bid at the auction and should deposit the Earnest Money of Rs. 3,00,000/- (Rupees Three Lakh only) before the start of bidding by way of Pay Order / Demand Draft drawn on any Schedule Bank in favour of "State Bank of India on A/c of Income Tax" payable at Mumbai .
15. Any person except a minor or lunatic may participate and bid in the auction. Further, any Officer/persons having any duty in connection with the sale also cannot bid for / acquire / attempt to acquire the properties directly / indirectly.
16. Biddings and/or purchases of the property by the NRIs are subject to rules and regulations of Reserve Bank of India and other laws for the time being in force.
17. Any bidder if he/she is bidder on behalf of a third party or parties should exhibit and file an authority letter issued to him/her by the said third party.



18. All bidders are required to declare beforehand whether they are bidding on their own behalf or on behalf of their principals. When a bidder is acting only as an agent, he has to deposit with the officer supervising the auction, the authority from his principal for bidding in the auction.
19. Each bidder should clearly state the name and address of himself/herself if he/she is bidding for himself/herself and the name and address of a third party on whose behalf he/she is bidding. Besides, all the intending bidders have to produce a valid photo identification document viz. Passport / Aadhar Card / Voters Id. Card / PAN card in original before the start of auction.
20. Two or more persons also can join together and bid but they should declare their specific shares at the time of auction. In the absence, it will be deemed they have equal shares. Only one sale certificate will be issued in case of immovable property however, in their joint names. If the names and shares are mentioned such persons get right for that share in the property.
21. The Tax Recovery Inspector/appointed auctioneer conducting the auction reserves the right to prevent any individual from participating in the bid, if he is satisfied that such an individual's presence may impede the progress of the auction.
22. Presence in the auction place or participation in the bid shall be deemed to be an acceptance of the terms and conditions specified herein.
23. The amount by which such bidding is to be increased shall be determined by the Tax Recovery Inspector/Appointed Auctioneer conducting the auction sale. In the event of any dispute arising as to the amount of bid or as to the bidder, the property shall at once be again put to auction.
24. The successful bidder should mention in the bid sheet the correct names of purchaser/purchasers in whose name/names, the property is intended to be transferred. No subsequent change/alteration of the name/names will be allowed.
25. As stated before the intending bidders are required to deposit a Pay Order / Demand Draft drawn on any Scheduled Bank in favour of "State Bank Of India on A/c of Income Tax, payable at Mumbai" for an amount of Rs. 3,00,000/- as Earnest Money Deposit (E.M.D) as a prerequisite for participating in the auction. The E.M.D. of the successful bidder will be retained and adjusted against the payment towards 25% of the successful bid amount.
26. The remaining amount out of the 25% of the total sale value (excluding the amount of Rs.3,00,000/-retained out of the EMD) will have to be paid by the successful bidder **immediately** to the person conducting the auction as soon as the auction is knocked down in his favour, by a Pay Order / Demand Draft drawn on any Scheduled Bank in favour of "State Bank Of India on A/c of Income Tax, payable at Mumbai" and in default



of payment the property will again be put up for auction sale **forthwith**. Therefore, it is incumbent that the highest bidder should ensure that he /she has adequate funds at his / her disposal for making the necessary payment of the remaining amount out of the 25% of the highest bid amount (excluding the amount of Rs.3,00,000/-adjusted out of the EMD), immediately on knocking down of the sale in his /her favour, by mode of payment as prescribed herein above .

27. The Pay Order/DD towards the E.M.D amount will be returned to the unsuccessful bidders on the conclusion of the auction proceedings, only after ensuring the payment up to 25% of the final bid amount by the successful bidder. In case of default in payment of 25% of the final bid amount by the successful bidder the property will be put up for resale **forthwith** by the appointed auctioneer.
28. 2% of the purchase price up to Rs. 1,000/- and 1% of the purchase price for the amount exceeding Rs. 1,000/- will be collected from the purchaser as **poundage fees**.
29. The full amount of purchase money i.e. balance of 75% of the purchase price together with poundage fees shall be paid by the purchaser to the Tax Recovery Officer-28, Mumbai on or before 15 days from the date of auction sale of the property, as per provisions of Rule 57 of the Second Schedule to the Income-tax Act, 1961 by way of a banker's cheque /pay order or Demand Draft drawn on a Schedule Bank in favour of "State Bank Of India on A/c of Income Tax , payable at Mumbai" . Under **no circumstances**, this time of **15 days** can be **extended by any authority**. In default to that the property shall be resold as per prescribed rules.
30. In default of payment within the period mentioned above then out of the 25% of the of the sale amount paid/deposited, the cost / expenses incurred for auction/sale will be deducted and the balance may be forfeited to the Government according to the discretion of the Tax Recovery officer and the property shall be resold. The defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may subsequently be sold. **Therefore, it is advisable that the successful bidder should ensure that he / she has sufficient funds at his /her disposal to make the requisite balance payment of 75% the purchase amount along with poundage fee within the prescribed 15 days .**
31. Thus the successful bidder shall be required to pay to the Income Tax Department – the final bid price and the poundage fees only and no other amount and in the manner as detailed herein above.
32. All the bidders should note that in case the full amount of arrears due for which the proclamation of sale has been given is paid by the tax defaulter before the conclusion of the auction, the auction will automatically become cancelled. On no account the bidders



- can claim any cost, expenses or other compensation for their having attended and participated in the auction.
33. By the direction of any Court of Law, the auction will be postponed or cancelled without any further Notice and the person(s) participating in the auction cannot claim any damages etc. for such postponement or cancellation.
 34. The Tax Recovery Officer conducting the auction sale shall have the discretion and reserves the right to cancel, postpone or adjourn the sale for any reason, subject to the provision(s) of the Second Schedule to the Income-tax Act, 1961. There is no necessity for fresh proclamation of sale to be issued, if the adjournment is for a period of not more than **30 days**.
 35. . The sale by public auction shall be to the highest bidder and shall be subject to the terms and conditions of the sale and to the contents of the proclamation of sale in ITCP-13 dated 06/12/2018 and it will be further subject to confirmation by the TRO-28, Mumbai. Provided that no sale shall be made if the amount bid by the highest bidder is less than the reserve price as stated in the proclamation of sale dated 06.12.2018- and also provided further that the bidder is legally qualified to bid.
 36. The auction sale is of the right, title and interest of Shri Vilas Ramchandra Shirke (PAN AAFPS3455A) . That the sale of property is subject to the condition that it has to be purchased on the condition '**as is where is basis and what is there is**' basis at the point of sale. Auction sale is also subject to various Acts enacted by The Government of India, State Government, Local Authorities and such other Authorities empowered to make laws, rules-cum-and also subject to such laws, rules and Acts and regulations for the time being in force.
 37. The auction sale is as per the provisions of the rules made under Second Schedule to the Income-Tax Act, 1961. The prospective bidder is himself/herself required to understand them and any law relating thereto.
 38. In case of default in payment as per Rule 57 of the Second Schedule to the Income-tax Act, 1961 the procedure laid down in the Second Schedule to the Income-tax, 1961 will be followed and the purchaser will be liable for appropriate action against him/her as laid down in the Second Schedule to the Income-tax Act, 1961 and also as provided in any other relevant laws . He/She will be answerable for loss on resale, if any. He/ She shall forfeit all claims to the property or to any part of the sum for which it may be subsequently be sold.
 39. The sale of immovable property will be confirmed only after 30 days of the sale and it shall become absolute only thereafter. Before the said 30 days, if the entire arrears i.e. the amount specified in the proclamation of Sale in Form No. ITCP 13 is paid by the tax-defaulter, and then the sale becomes automatically cancelled.




40. After confirmation of the sale the purchaser's right, title and interest shall be deemed to have vested in him/her from the time when the property is sold and not from the time when the sale has becomes absolute.
41. For any reason(s) if the sale is not confirmed, but is set-aside, any money paid or deposited by the purchaser on account of the purchaser will be refunded to the purchaser as per the provisions of law.
42. That the entire money paid by the purchaser will not be credited to the Income-tax Department until confirmation, but will be kept with the Tax Recovery Officer himself under his/her personal custody and hence in case the sale is set-aside the amount can be refunded immediately without any necessity for issuing a refund order by the concerned Income-tax Officer.
43. Where no application is made for setting –aside the sale under any rule(s) of the Second Schedule to the Income-tax Act, 1961 or where such an application(s) is/are made and disallowed by the TRO, the TRO shall (if the full amount of the purchase money has been paid) make an order confirming the sale and thereupon, the sale shall become absolute. However, where such application is made and allowed, and where, in the case of an application made to set-aside the sale on deposit of the amount and penalty and charges, the deposit is made within thirty days from the date of the sale, the Tax Recovery Officer shall make an order setting-aside the sale.
44. After the confirmation of the sale of immovable property a certificate in Form No.ITCP 20 will be issued. The original of this sale certificate is liable for stamp duty and a further duty of Rs. 4.50/- is also chargeable on the copy of the sale certificate to the forwarded to the Sub-Registrar. These charges (which may vary from State to State) is/ are to be borne by the auction purchaser only. **The Original Sale Certificate thus issued will be the title for the property and it has the same value as a Sale Deed and it does not require the Registration by the Purchaser. Thus the auction purchaser is saved from incurring expenses on registration etc. This office itself will send a copy of the sale certificate for registration to the concerned Sub Registrar for making necessary entries in his registers .**
45. In case the property is occupied by any tenant, the tenant cannot be evicted by this office. However, an order will be made declaring the purchaser as the owner of the property from the date the sale has become absolute and copy of it will be served on 30 days after the sale and affixed on the property and the proclamation will be made by beat of drum. The tenant will automatically become the tenant of the new purchaser and from the date of purchase, if the new purchaser desires to evict the tenant he has to take recourse by himself in accordance with law by approaching the Rent Controller or other authority.



46. In case the property is occupied by the defaulter himself or any other person on his behalf who is not a tenant then the purchaser is at liberty to go and take the possession of the property. However, if any resistance is offered either by the defaulter or any person on his behalf, if any application is made by the purchaser under Rule 39 of the Income Tax Certificate Proceedings Rules, 1962 , then efforts will be taken to put the purchaser in the possession of the property and if need be by removing the defaulter or any other person on his behalf who is obstructing the possession of the property.
47. After confirmation of the sale the purchaser's right, title and interest shall be deemed to have vested in him/her from the time when the property is sold and not from the time when the sale has become absolute.
48. Courts in Mumbai only shall have exclusive jurisdiction to adjudicate upon any matter arising under/or relating to the auction sale.
49. The properties will be sold in the same state and condition as these stand at the time of completion of sale. The said properties shall remain at the sole risk of the purchaser from the date of his taking possession.
50. All bidders/purchasers shall be deemed to have read and acquainted themselves with the conditions of sale and given their bids subject to these conditions.
51. That these Terms and conditions is/are also to be read with the proposed proclamation of sale in Form No.ITCP-13 dated 16.01.2019.
52. No clarification in this regard will be given over and above whatever is already on record.




(Rajesh Kumar Mishra)
TRO-28, MUMBAI.