



PUBLIC NOTICE FOR E-AUCTION

E-auction Notice for Sale of Immovable Property under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to 8 (6) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower and Guarantor that the below described secured asset mortgaged/charged to the Secured Creditor, being Pegasus Assets Reconstruction Private Limited acting in its capacity as Trustee of Pegasus Group Thirty Nine Trust 1 (Pegasus), having being assigned the dues of the below mentioned borrower along with underlying securities, interest by RBL Bank Ltd. vide Assignment Agreement dated 31/03/2021 under the provisions of SARFAESI Act, 2002.

The Authorized Officer of Pegasus had taken over the physical possession of the below mentioned property on 21/12/2022 under the provisions of the SARFAESI Act and SARFAESI Rules. In view of the aforesaid the below mentioned mortgaged property will be sold on "As is where is", "As is what is", and "Whatever there is" basis with all known & unknown liabilities on 21/03/2023, for recovery of Rs.1,70,31,320.51/- (Rupees One Crore Seventy Lakhs Thirty-One Thousand Three Hundred Twenty-five and Fifty-one Only) being the dues of Mr. Sameer Snehal Latke. (Borrower), Anusree Sameer Latke (Co-Borrower) and Jotiram Laxman Latke (Co-Borrower) as on 10/09/2021 with further interest at the contractual rate and charges, costs and expenses incurred/to be incurred from the date of 11/09/2021 thereon due to the Pegasus Assets Reconstruction Pvt. Ltd., from Mr. Sameer Snehal Latke. (Borrower), Anusree Sameer Latke (Co-Borrower) and Jotiram Laxman Latke (Co-Borrower).

The Reserve price for Lot No. 1 will be 26,30,000/- (Rupees Twenty Six Lakhs and Thirty Thousand Only), reserve price for Lot No. 2 will be 68,49,000/- (Rupees Sixty Eight Lakhs Forty Nine Thousand Only) and reserve price for Lot No. 3 will be 87,21,000/- (Rupees Eighty Seven Lakhs and Twenty-One Thousand Only) and the Earnest Money Deposit will be 2,63,000/- (Two Lakhs Sixty Three Thousand Only), 6,84,900/- (Six Lakhs Eighty Four Thousand and Ninety Only) and 8,72,100/- (Eight Lakhs Seventy-Seven and Nine Hundred for Lot No. 1, Lot No. 2 and Lot No. 3 respectively).

Name of the Borrower/ Co-borrower/ Guarantor/ Mortgagor:	Mr. Sameer Snehal Latke (Borrower) Anusree Sameer Latke (Co-Borrower) Jotiram Laxman Latke (Co-Borrower)
Description of Immovable Property:	A) Lot No. 1. Shop No. 14, Ground Floor, Building No. 12, Type C, Phase I, Prakruti Heights CHSL, Haware City, Kasarvadavali, Ghodbunder Road, Thane (West) - 400615 (adm. 105 sq. ft. carpet area) East : Trinity Hills CHSL, West : Internal Road, South : Hill View CHS, North : Building No 11 B) Lot No. 2: Flat No. 103, 1st Floor, Building No. 12, Type C, Phase I, Prakruti Heights CHSL, Haware City, Kasarvadavali, Ghodbunder Road, Thane (West) - 400615 (adm. 564 sq. ft. carpet area) East : Trinity Hills CHSL, West : Internal Road, South : Hill View CHS, North : Building No 11 C) Lot No. 3: Flat No. 201, 2nd Floor, Building No. 17, Type E, Phase II, Trinity Hills CHSL, Haware City, Kasarvadavali, Ghodbunder Road, Thane (West) - 400615 (adm. 718 sq. ft. carpet area) East : Building No. 16, West : Prajruti Height, South : Club House, North : Internal Road.
Reserve Price	Lot No. 1 - 26,30,000/- Lot No. 2 - 68,49,000/- Lot No. 3 - 87,21,000/-
Earnest Money Deposit (10% of Reserve Price)	Lot No. 1 - 2,63,000/- Lot No. 2 - 6,84,900/- Lot No. 3 - 8,72,100/-
Claims, if any, which have been put forward against the property and any other dues known to Secured creditor and value	Not Known
CERSAI ID	Lot No. 1: Security ID : 400026262102 ; Asset ID : 200026210533 Lot No. 2: Security ID : 400026261365 ; Asset ID : 200026209797 Lot No. 3: Security ID : 400026260472 ; Asset ID : 200026208904
Inspection of Property	03/03/2023 between 11.00 A.M. to 01.00 P.M. Contact Person: Ms. Prerana Adhav (Authorized Officer) / Ms. Heena Vichare (Assistant Manager) - 8879802170 / 9004103652
Last date for submission of Bid/Bid:	20/03/2023 till 05.00 P.M.
Time and Venue of Bid Opening	E-Auction/Bidding through website (https://sarfaesi.auction-tiger.net) on 21/03/2023 from 11.00 A.M. to 1:00 P.M.

This publication is also a Thirty days' notice to the aforementioned borrowers/guarantors under Rule 6 (2) and 8 (6) of The Security Interest (Enforcement) Rules, 2002.

For detailed terms & conditions of the sale, please refer to the link provided in Secured Creditors website i.e. <http://www.pegasus-arc.com/assets-to-auction.html> for detailed terms & conditions of e-auction/sale of respective property and other details before submitting their bids for taking part in the e-auction. Bidders may also visit the website <https://sarfaesi.auctiontiger.net> or contact service provider M/s. E Procurement Technologies Ltd. Auction Tiger Bidder Support Nos.: Mo.: +91 9265562821 & 9374519754, Email: support@auctiontiger.net.

AUTHORISED OFFICER

Place: Mumbai
Date: 17/02/2023

Pegasus Assets Reconstruction Private Limited
(Trustee of Pegasus Group Thirty Nine Trust 1)

Terms & Conditions

1. The E-auction sale will be online E-auction/Bidding through website (<https://sarfaesi.auctiontiger.net>) on **21/03/2023** for the mortgaged properties mentioned in the e-auction sale notice from **11.00 a.m. to 01.00 p.m.** with unlimited extensions of 5 minutes duration each. The intending bidders should make discrete enquiry as regard any claim, charges / encumbrances on the property, of any authority, besides the Pegasus's charges and should satisfy themselves about the title, extent quality and quantity of the property before submitting their bid. The undersigned shall not be responsible for any claims/charges/encumbrances of whatsoever manner on the property, of/by any authority known or unknown, upon failure to carry out due diligence by the intending bidder.
2. All persons participating in the E-Auction should submit his/their sufficient and acceptable proof of his/their identity, residence to authority and also copy of PAN/TAN cards etc. The bidders shall upload scanned copies of PAN card and proof of residential address, while submitting E-Tender. The bidders other than individual shall also upload proper mandate for e-bidding.
3. Prospective bidders may avail online training from contact website: <https://sarfaesi.auctiontiger.net> and M/s. E Procurement Technologies Ltd. Auction Tiger, Ahmedabad Bidder Support : 079-68136805/68136837 Mo.: +91 9265562821 & 9374519754, Email : vijay.shetty@auctiontiger.net, chintan.bhatt@auctiontiger.net and support@auctiontiger.net.
4. Bidders are required to go through the website <https://sarfaesi.auctiontiger.net> for detailed terms and conditions of E-auction sale before submitting their bids and taking part in the e-auction sale proceedings.
5. The particulars specified in the description of property have been stated to the best of information of Pegasus and Pegasus will not be responsible for any error, misstatement or omission.
6. Bids shall be submitted through Offline/Online in the prescribed format with relevant details.
7. **Intending Bidders shall deposit the aforesaid EMD/s on or before the date and time mentioned herein above by way of a Demand Draft / Pay Order drawn in favor of Pegasus Group Thirty Nine Trust 1, payable at Mumbai or EMD can also**

be paid by way of RTGS / NEFT /Fund Transfer to the credit of A/c no. 409819116154, A/c name: - Pegasus Group Thirty Nine Trust 1, Bank Name: M/s. RBL Bank Ltd., Nariman Point Branch, IFSC Code: RATN0000155.

8. The bid price to be submitted shall be above the reserve price and bidders shall improve their further offers in multiples of **Rs. 1,00,000/- (Rupees One Lakhs Only)**.
9. The successful bidder shall have to pay 25% of the purchase amount (including Earnest Money already paid), immediately on closure of e-auction sale proceedings through the mode of payment mentioned in Clause (7). The balance amount of the purchase money shall have to be deposited within 15 days of acceptance/confirmation of sale conveyed to them or such extended period as agreed upon in writing by the Authorized Officer.
10. In default of payment within the said period, the sale will automatically stand revoked and the entire deposit made by the successful bidder together with the earnest money shall be forfeited without any notice and the property shall be resold.
11. The EMD of the unsuccessful bidders will be returned on the closure of the e-auction sale proceedings to the account details duly provided in the bid form. The EMD amount shall be adjusted in case of highest/successful bidder against his/her bid price. The EMD shall not carry any interest.
12. The sale is subject to confirmation by Pegasus. If the borrower/guarantor/(s) pay the amount due to Pegasus in full before date of sale, no sale will be conducted.
13. No claim of whatsoever nature regarding the property put for sale, charges / encumbrances over the property or on any other matter etc. will be entertained after submission of the online bid.
14. The undersigned has the absolute right and discretion to accept or reject any bid or postpone / cancel the sale or modify any terms and conditions of the sale without any prior notice and assigning any reason.
15. The successful bidder shall bear the stamp duties, charges including those of sale certificate, registration charges, all statutory dues payable to government, taxes and rates and outgoing, both existing and future relating to the properties. **The sale certificate will be issued only in the name of the successful bidder.**

16. The sale is subject to the conditions prescribed in the SARFAESI Act, 2002 and the conditions mentioned above.
17. The sale is subject to the "As is where is", "As is what is", and "Whatever there is" basis with all known & unknown liabilities.
18. **This publication is also a 30 day's notice to the borrowers/guarantors under Rule 8 (6) of The Security Interest (Enforcement) Rules, 2002.**
19. Further enquiries may be clarified with the Authorized Officer, Ms. Prerana Adhav and Assistant Manager, Ms. Heena Vichare, Pegasus Assets Reconstruction Pvt. Ltd. at 55-56, 5th Floor, Free Press House, Free Press Journal Marg, Nariman Point, Mumbai 400021, Ph.No.022-61884710/022-61884729, Mobile No. 8879802170 / 9004103652, email: prerana@pegasus-arc.com / heena@pegasus-arc.com

Special Instructions:

Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither Pegasus nor the Service provider will be responsible for any lapses / failure (Internet failure, Power failure, etc.) on the part of the vendor, in such cases. In order to ward off such contingent situation, bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully.

AUTHORISED OFFICER

Place: Mumbai

Date: 17/02/2023

**Pegasus Assets Reconstruction Private Limited
(Trustee of Pegasus Group Thirty Nine Trust 1)**

DETAILS OF BIDDER – FILL ALL LETTER IN CAPITAL

Name(s) of Bidder (in Capital)

_____ / _____ / _____

☐ Yes

Yes

No

No

/ /

Name & Signature

ANNEXURE-I/
DECLARATION BY BIDDER(S)

To,
Authorized Officer

Bank Name : _____ ,

Date : ____ / ____ / ____

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the sale and have understood them fully. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorized Officer and that the Authorized Officer will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful bidder by the Authorized Officer in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorized Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Authorized Officer.
5. I/We also agree that in the eventuality of forfeiture of the amount by Authorized Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
6. I/We also understand that the EMD of all offerer/bidders shall be retained by the Bank and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
7. The decision taken by Authorized Officer in all respects shall be binding on me/us.
8. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Signature: _____

Name: _____

Address: _____

eMail ID: _____