

ANNEXURE – B

TERMS AND CONDITIONS FOR SALE OF ASSET THROUGH ONLINE E-AUCTION UNDER SARFAESI ACT 2002

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 6 (2) & 8 (6) & 9(1) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower, Mortgagor (s) and Guarantor (s) that the below described immovable property mortgaged/charged to the Secured Creditor, possession of which has been taken by the Authorised Officer of Bank of Baroda, Secured Creditor, will be sold on "As is where is", "As is what is", and "Whatever there is" basis for recovery of dues in below mentioned account/s. The details of Borrower(s)/Mortgagor (s)/ Guarantor (s) /Secured Asset/s/Dues/Reserve Price/e-Auction date & Time, EMD and Bid Increase Amount are mentioned below -

Sr./ Lot No.	Name & address of Borrower/s / Guarantor/ Mortgagors	Description Of The Immovable Property (Mortgagor/s)	Total Dues.	1. Reserve Price	Date of E- Auction Time of E Auction - Start Time to End Time	Status of Possession (Symbolic /Physical)	Property Inspection date & Time.	Contact person along with his Phone No's
				2. Earnest Money Deposit (EMD)				
				3. Bid Increase Amount				
1	Mr. Palash Sunil Shandilya RO NAGPUR (BASE BRANCH BHANDARA ZILLA PARISHAD)	The Entire RCC Superstructure Comprising Flat No 309 At Third Floor "Yashda Pride" Apartment having Builtup Area 75.71 Sq Mt (814 Sq Ft) at Plot No 99,100,101,102 Khasara No 310/1/35 at Mouza Bela Bhandara-441906. (Mortgagor : Mr Palash Sunil Shandilya)	Rs. 16,97,642.96/- + unapplied interest and other charges	Rs. 13,05,000/- Rs. 1,30,500/- Rs. 25,000/-	21/11/2023 between 14:00:00 to 18:00:00	Physical	18/11/2023 between 10:00:00 to 17:00:00	MR. ISHWAR DEVALIKAR 9607996041 MR. BHUSHAN JAWANE 9096425858
2	Mr. Parag Jagdish Kadhao RO NAGPUR (BASE BRANCH BHANDARA ZILLA PARISHAD)	Commercial Shop No. 12 on First floor of "Renuka Complex" on Plot no 7 and 8 , Gat no 170/2 admeasuring 156.64 Sq.ft. at Mouza Bela Taluka & Dist Bhandara- 441906 (Mortgagor : Mr. Parag Jagdish Kadhao)	Rs. 4,87,010.85/- + unapplied interest and other charges	Rs. 4,50,000/- Rs. 45,000/- Rs. 25,000/-	21/11/2023 between 14:00:00 to 18:00:00	Physical	18/11/2023 between 10:00:00 to 17:00:00	MR. ISHWAR DEVALIKAR 9607996041 MR. BHUSHAN JAWANE 9096425858
3	M/s. Shyam Distributors Prop. Mr Shyamsunder Purshottamdas Chandak RO NAGPUR (BASE BRANCH PRATAP NAGAR)	ALL THAT entire R.C.C. Superstructure comprising Flat No.608 in Wing-II on Sixth Floor in the building known and styled as RAI GULMOHAR admeasuring about 47.568 Sq.Mtr. i.e. 512.021 Sq.Ft. of Built- up area along with undivided share 1.803% in al that piece and parcel of land bearing Plot No.5 & Plot No.6 admeasuring about 1324.55 Sq.Mtr. i.e. {14256.95 Sq.Ft.} & 1486.46 Sq. Mtr.i.e. {16000.255 Sq.Ft.} respectively jointly admeasuring about 2811.01 Sq. Mtr. {30257.205 Sq.Ft.} from and out of land bearing Kh.No.154/2,155/2, of Mouza; Nari, bearing City Survey No.453 Sheet No. 415{99}, situated at Poddar Layout, Kamptee Road Nagpur, Tahsil and District Nagpur. Property Of Plot No.5 Is Bounded As Under Towards East:plot No 01 & Open Space Towards West: 15 Mt Wide D.p.road, Towards North: Plot No 4, Towards South: Plot No 6 Property Of Plot No.6 Is Bounded As Under - Towards East: Plot No 2, Towards West: 15 Mt Wide D.p.road, Towards North: Plot No 5, Towards South: 9 Mt Wide Road (Mortgagor : Mr Shyamsunder Purshottamdas Chandak)	Rs. 28,93,376.92/- + unapplied interest and other charges	Rs. 13,13,000/- Rs. 1,31,300/- Rs. 25,000/-	21/11/2023 between 14:00:00 to 18:00:00	Physical	18/11/2023 between 10:00:00 to 17:00:00	MR. SANJAY KUMAR SRIVASTAVA 8275966071 MR. BHUSHAN JAWANE 9096425858
4	Smoke Daddys Kitchen Private Limited RO NAGPUR (BASE BRANCH ITWARI)	All that piece and parcel of land bearing Nagpur Improvement trust leasehold Plot No.513, 514 & 515 in Panchpaoli Housing Accommodation Scheme out of Khasra No.65/1, 2, 136, 137, 138/1, Mouza-Nari, bearing Municipal House No.27560/513, House No. 27560/514 and House No.27560/515 ward No.57, Survey No. 295, Sheet No. 331/105 containing by admeasurement 600, 600 and 641.15 Sq mtrs respectively each thus totalling 1841.15 Sq Mtrs. situated at Opp. Power Grid, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No.57, in Tahsil and District Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust with lease hold rights basis for the period of 30years. The aforesaid piece and parcel of land is bounded as under: East: Road, West:Plot No.541, North: Road, South: Plot No.512. Description of the Flat: All that 3.7366% undivided Share of land alongwith Apartment/Block bearing No.104 (A Type) is a North facing residential family unit having a built up area of 85.9932 Sq Mtr. (925.716 Sq Ft) comprising of Drawing room, Dining room, 2 Bed Rooms, One Master Bed Room with attach W.C and bath, Kitchen, Common W.C./Bath, along with proportionate areas of balcony and common areas in the building named as NANIK'S - ASHTAVINAYAK AASTHA, situated as Nara Road, Jaripatka, Opp. Power Grid Office, Nagpur bounded as under: North: Flat No.103, South: Duplex D-3, East: Flat No.101, West: Passage., Owner of the Property: Mr. Vishnu Kumar Radheshyam Chaudhari & Mrs. Asha Vishnu Kumar Chaudhari. (Mortgagor : Mr. Vishnu Kumar Radheshyam Chaudhari & Mrs. Asha Vishnu Kumar Chaudhari)	Rs. 64,07,554.52/- + unapplied interest and other charges	Rs. 54,52,000/- Rs. 5,45,200/- Rs. 25,000/-	21/11/2023 between 14:00:00 to 18:00:00	Physical	18/11/2023 between 10:00:00 to 17:00:00	MR. SAMEER KOKITKAR 9769812931 MR. BHUSHAN JAWANE 9096425858

TERMS AND CONDITIONS –

- The Sale will be conducted by the undersigned through e-auction platform provided by the e-Auction service provider MSTC Ltd at the Website <https://www.mstcecommerce.com> on the date and time mentioned above. The intending Bidders/Purchasers are required to register on portal <https://www.mstcecommerce.com> (direct link <https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp>) using their mobile number and email-id and upload requisite KYC documents. Afterwards e-Auction service provider MSTC Ltd will verify the KYC documents (may take 2 working days). Once the KYC is approved by MSTC, the intending Bidders/Purchasers have to generate the Challan from <https://www.mstcecommerce.com> and transfer EMD amount through NEFT/RTGS in his Global EMD Wallet maintained by MSTC well in advance. Interested bidder may deposit Pre-Bid EMD with MSTC before the close of e-Auction. The interested bidder will be able to bid on the date of e-auction only if the Bidder's Global Wallet have sufficient balance (>=EMD amount) as on the date and time of Auction. Bidder registration, submission & verification of KYC documents and transfer of EMD in wallet may be completed well in advance at least two days before auction date. In case Auction purchaser submits the KYC documents within two days preceding the Auction date, Authorized officer / Bank / e- Auction service provider is having liberty to accept and complete the KYC verification & EMD amount. However in such event the Authorized officer / Bank / e- Auction service provider will not be held liable for any delay/failure for verification of KYC documents and failure to transfer EMD in wallet. Bidders may give offers either for one or more properties. In case of offers for more than one property bidders will have to deposit EMD for each property.
- Earnest Money Deposit (EMD) amount as mentioned above shall be paid online i.e. through NEFT/RTGS after generation of Challan from (<https://www.mstcecommerce.com>) in bidders Global EMD Wallet. Challan will be valid for one NEFT/RTGS transaction only. If multiple transactions are made, only first will be reconciled and other transaction(s) shall not be considered. NEFT/RTGS transfer can be done from any Scheduled Commercial Bank. Only NEFT/RTGS mode should be used for fund transfer. Use of any other payment mode would result in non-credit of EMD amount in the bidder's wallet. Payment of EMD by any other mode such as Cheques will not be accepted. The Earnest Money Deposited shall not bear any interest. For refund of EMD of the unsuccessful bidders, Bidder has to seek the refund online from e-Auction service provider by logging in <https://www.mstcecommerce.com> and by following procedure for refund given therein and only after seeking refund online, the refund will be made by the e-Auction service provider. EMD amount of the unsuccessful bidders will be returned without interest.
- Platform (<https://www.mstcecommerce.com>) for e-Auction will be provided by Bank's e Auction service provider MSTC Limited having its Registered office at 225-C, A.J.C. Bose Road, Kolkata-700020. The intending Bidders/Purchasers are required to participate in the e-Auction process at e-Auction Service Provider's website <https://www.mstcecommerce.com>. This Service Provider will also provide online demonstration/ training for the intending bidders/ purchasers on e-Auction on the portal before the e-auction. The Sale Notice containing the Terms and Conditions of Sale is uploaded in the Banks websites/webpage portal. <https://www.bankofbaroda.in> (direct link <https://www.bankofbaroda.in/e-auction.htm>) and <https://ibapi.in>. The intending participants of e- auction may download free of cost, copies Terms & Conditions of e-auction, Help Manual on operational part of e-Auction related to this e-Auction from e-बिदा -IBAPI portal (<https://www.ibapi.in>).
- The bid price to be submitted shall be equivalent or above the reserve price and during the e-auction bidders will be allowed to offer higher bid in inter-se bidding over and above the last bid quoted and by minimum increase in the bid amount given in the table to the last higher bid of the bidders. The property will not be sold below the reserve price set by the Authorized Officer. The bid quoted below the reserve price shall be rejected. The bidders shall increase their bids in multiples of the amount specified in the public sale notice/Terms and condition of Sale. Unlimited extension of 10 Minutes time will be given in case of receipt of bid in last ten minutes. Ten minutes time will be allowed to bidders to quote successive higher bid and if no higher bid is offered by any bidder after the expiry of ten minutes to the last highest bid, the e-auction shall be closed.
- Intending Bidders are advised to properly read the Sale Notice, Terms & conditions of e-auction, Help Manual on operational part of e-Auction and follow them strictly.
- In case of any difficulty or assistance is required before or during e-Auction process they may contact authorized representative of our e-Auction Service Provider <https://www.mstcecommerce.com>, (direct link <https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp>) contact details of which are available on the e-Auction portal.
- After finalization of e-Auction by the Authorized Officer, successful bidder will be informed by our above referred service provider through SMS/ email. (on mobile no/ email address given by them/ registered with the service provider).
- The successful Auction Purchaser / Bidder shall have to deposit 25% (Twenty Five Percent) of the bid amount (i.e. including EMD amount deposited earlier) immediately on finalization/concluding of Auction i.e. on the same day or not later than next working day. The balance amount of bid purchase price payable shall be paid by the successful Auction Purchaser/Bidder to the Authorised Officer on or before the fifteenth day of confirmation of sale of the property or such extended period as may be agreed upon in writing between the purchaser and the secured creditor, in any case not exceeding three months. In case of failure to deposit the amount as mentioned above within the stipulated time, the amount deposited by successful bidder will be forfeited to the Bank and Authorized Officer shall have the liberty conduct a fresh auction/ sale of the property & the defaulting bidder shall not have any claim over the forfeited amount and the property.
- Default of Payment: Default of payment of 25% of bid amount (less EMD) on the same day or the next working day as stated above and/ or 75% of balance bid amount within the stipulated time shall render automatic cancellation of sale without any notice. The EMD and any other monies paid by the successful bidder shall be forfeited to the Bank by the Authorised Officer.
- Payment of sale consideration by the successful bidder to the Bank will be subject to TDS under Section 194-1A of Income Tax Act 1961 and TDS is to be made by the successful bidder only at the time of deposit of remaining 75% of the bid amount. The successful Auction Purchaser / Bidder shall have to pay applicable GST to Bank on the bid amount.
- On receipt of the entire sale consideration, the Authorized Officer shall issue the Sale Certificate as per Rules. The purchaser shall bear the stamp duties, including those of sale certificate, registration charges, all statutory dues payable to Government/any authority, Taxes, GST and rates and outgoing, both existing and future relating to properties.
- No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained. The Sale Certificate will be issued only in the name of the successful bidder.
- 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. Further no interest will be paid on the amount deposited during this period. The deposit made by the successful-bidder, pending execution of Sale Certificate, will be kept in non-interest bearing deposit account. No request for return of deposit either in part or full/cancellation of sale will be entertained. In case of stay of further proceedings by DRT/DRAT/High Court or any other Court, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation against Authorised Officer / Bank.
- The Authorized Officer/Bank has the absolute right to accept or reject any bid or adjourn/ postpone/ cancel the sale/modify any terms and conditions of the sale without any prior notice and without assigning any reason including calling upon the next highest bidder to perform in case the earlier bidder fails to perform.
- The Intending purchaser can inspect the property on date and time mentioned above at his/her expense. For inspection about the title document & other documents available with the Bank, the intending bidders may contact Bank of Baroda Branch during office hours prior at least two days before auction date.
- The property is being sold on "As is where is", "As is what is" and "Whatever there is" basis and the intending bidders should make their own discreet independent inquiries & verify the concerned Registrar/SRO/Revenue Records/ other Statutory authorities regarding the encumbrances and claims/rights/dues/ charges of any authority such as Sales Tax, Excise/GST/Income Tax besides the Bank's charge and shall satisfy themselves regarding the, title nature, description, extent, quality, quantity, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the bank. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third party encumbrances/ claims/rights/dues. 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.
- The Bank does not undertake any responsibility to procure any permission/license, NOC, etc. in respect of the property offered for sale. The Authorised Officer/ Secured Creditor shall not be responsible for any dues like outstanding water/service charges, transfer fees, electricity dues, dues to the Municipal Corporation/Local authority/Co-operative Housing Society or any other dues, taxes, levies, fees, transfer fees if any in respect of and/or in relation to the sale of the said property. Successful Bidder has to comply with the provisions of Income Tax regarding purchase of property & to pay the tax to the authorities as per applicable rates.
- The Authorised Officer will be at liberty to amend/ modify/ delete any of the conditions as may be deemed necessary in the light of facts and circumstances of each case. The Bank/ Authorised Officer has the absolute right and discretion to accept or reject any bid or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without any prior notice and assigning any reason. Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same. No counter-offer/conditional offer/conditions by the bidder and/or successful-bidder will be entertained. Words and expressions used herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002, and the Rules framed thereunder.
- The sale is subject to confirmation by the Secured Creditor Bank.
- The sale is subject to conditions /Rules/Provisions prescribed in the SARFAESI Act 2002 and Security Interest (Enforcement) Rules, 2002 Rules framed there under and the terms & conditions mentioned above. For more details if any prospective bidders may contact the Authorised officer on given telephone number 9096425858/ 8669089501.