BANK OF MAHARASHTRA

Asset Recovery Branch, Bangalore

 # 13, Paxal Towers, K R Road, Opp. Vanivilas Hospital, Bangalore 560 002

Phone:080-26706722:080-26706723

AUCTION SALE PROGRAMME
SCHEDULE OF IMMOVABLE PROPERTIES

Lot No. 1 Schedule of the immovable properties	**Hotel Keerthana Inernational** All that piece and parcel of building at Sy No 101/2 and 100/2 of Chandapura Village,Hosur Road,,Anekal Taluk, Banalore – 560099 having land for Sy No 100/2 meassruring 10050 Sq ft and For Sy No 101/2 meassuring 10050 Sq ft together with building constructed thereon Boundaries : East by : Land bearing Sy No 100/1 West by:Rajannas property North by: Land bearing Sy No 100/2, South by: Krishi School of Ramakrishanapur.
Reserve Price: Rs5,81,58,500/- (Rupees Five Crores Eighty one lacs fifty eight thousand and Five hundred)	**EMD :Rs58,15,850/- (Rupees Fifty Eight lacs fifteen thousand and eight hundred fifty)**

EMD Remittance Details: Deposit through NEFT / RTGS in the Account No 60263732506 –Name of the A/c: (Asset Recovery Branch Bidding Account) with our City Market Branch Bangalore.
, Name of the Beneficiary: Bank of Maharashtra A/c.- PROPERTY LOT NO. & NAME OF THE BORROWER (as the case may be) IFS Code:MAHB 0000304or by way of demand draft drawn in favour of Bank of Maharashtra – PROPERTY LOT No. & NAME OF THE BORROWER (as the case may be), AND on any Nationalized or scheduled Bank, payable at Bangalore.

Bid Multiplier : Rs.10,000/-

Inspection of Properties : 9.3.2017
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Submission of online bids : **20.3.2017** **Upto 3.00 pm**

Last date of off Line submission : **24.3.2017** upto 3.00 PM

On line auction sale : **27.3.2017** 11.00 AM to 12.30 PM

E-AUCTION BID FORM

(Read carefully the terms and conditions of sale before filling –up and submitting the bid)

Sr. No.	**Name of Bidder(s) (in Capital)**	**Father's / Husband's Name**	**Postal Address of Bidder(s) (If Bidder is a company, address of its Regd.Office)**	**Phone / Cell Number and email ID**
(1)	**(2)**	**(3)**	**(4)**	**(5)**
1				
2				

5. Bank Account details to which
EMD amount to be returned
i) Bank A/c. No. :
ii) IFSC Code No. :
iii) Branch Name :

6. Date of submission of bid :

7. PAN Number:

8. Property/Assets Item No. in respect :
of which the bid is submitted

9. Whether EMD remitted : Yes / No

10. EMD remittance details*
Date of remittance :
Name of Bank :
Branch :
Account No. :
IFSC Code No :
UTR No :

11. Bid Amount quoted :

I declare that I have read and understood all the terms and conditions of auction sale and shall abide by them.

(Signature of the Bidder)

*mandatory: Bidders are advised to preserve the EMD remittance challan.

DECLARATION

Date:

The Authorised Officer,
Bank of Maharashtra
_____
_____
(Branch address with Pin code)

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale and understood them fully. I/We, hereby unconditionally agree to conform 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 bid and that the particulars remittance given by me/us in the bid form is 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 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 Bank and the Bank will be at liberty to annul the offer made to me/us at any point of time.

4. I/We also agree that after my/our offer given in my/our bid for purchase of the assets is accepted by the Bank and I/We fail to accept 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 the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited.

5. The decision taken by the Authorised Officer of the Bank in all respects shall be binding on me/us.

6. 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 terms being offered for sale.

Signature: …….

Name:
……..
Address:
……..
e-mail id……..
Mobile…….

General Terms and Conditions of Online Auction Sale

1. **Nature and Object of Online Sale:**
   - **a.** The online e-auction sale is with the object of Free and Fair Sale. Transparency and for achieving best-possible recovery of public money.
   - **b.** The sale is governed by the Provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 and the following specific terms and conditions.

2. **Caution to bidders:**
   - **a.** Property is sold on as is and where is /on what it is/ no complaint basis.
   - **b.** Bidders are advised / cautioned to verify the concerned SRO as well as the Revenue Records/ other Statutory authorities such as Sales Tax/Excise/Income Tax etc. and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.
   - c. Bidders are advised to go through all the terms and conditions of sale given in the tender document and also in the corresponding public sale notice in the dailies before submitting the bid and participating in the online bidding/auction.
   - d. Statutory dues/liabiiities etc., due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s).

3. **Inspection of Property/Immovable Assets:**
   - **a.** Property/Assets can be inspected on the date(s) given in the public sale notice / tender document.
   - **b.** Bidders shall inspect the property/Assets and satisfy themselves regarding the physical nature, condition, extent, etc of the property/Assets.
   - c. Bidders are bound by the principle of caveat emptor (Buyer Beware).
   - d. Complaints, if any, in the matter of inspection shall immdiately be brought to the notice of the Authorised Officer.

4. **Inspection of Title Deeds:**
   - **a.** Bidders may inspect and verify the title deeds and other documents relating to the property available with the Bank

5. **Submission of bid forms:**
   - **a.** Bids in the prescribed format given in the tender document shall be submitted "offline" in the proforma provided in portal http://www.bankofmaharashtra.in/ Bids submitted otherwise shall not be eligible for consideration and rejected.
   - **b.** Bids shall be submitted online before the last date and time given in the sale notice/tender document.
   - c. Bids form shall be duly filled **in** with all the relevant details.
   - d. Bidders staying abroad/NRIs/PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.
   - e. Incomplete/unsigned bids without EMD remittance details will be summarily rejected. NRI Bidders must necessarily enclose a copy of Photo page of his/her Passport and route their bid duly endorsed by Indian Mission.
   - **f.** Only copy of PAN Card, Passport. Voter's ID, Valid Driving License or Photo Identity Card Issued by Govt, and PSU will be accepted as the identity document and should be submitted along with the bid form.
   - **g.** Original Identity Document copy of which is submitted along with the bid form must be produced on demand.

6. **Earnest Money Deposit (EMD):**
   - **a.** The bid shall be accompanied by the EMD as specified in the public sale notice/tender document.
   - **b.** EMD and other deposits shall be remitted through EFT/NEFT/RTGS Transfer to the bank account as specified in the sale notice/Tender document.
   - c. Bidders not to disclose remittance details of EMD, UTR Code, etc. to any one and to safeguard its secrecy
   - **d.** Bidders shall preserve the remittance challan and shall produce the same as and when demanded-
   - e. Bid form without EMD shall be summarily rejected.
   - **f.** All details regarding remittance of EMD shall be entered in the bid form.
   - **g.** EMD. either in part or in full, is liable for forfeiture in case of default.

7. **Bid Multiplier:**
   - **a.** The bidders shall increase their bids in multiplies of the amount specified in the public sale notice,

8. **Duration of Auction sale:**
   - **a.** Online auction sale will start automatically on and at the time given in the public sale notice/Tender Docum.ent,
   - **b.** Auction/Bidding time will initially be for a period of one hour and if bidding continues, the bidding process will get automatically extended five minutes duration of each and kept open till the auction-sale concludes.
   - c. If any market-leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the bidding time will be extended automatically by five minutes and if no bid higher than last quoted highest bid is received within the said extended five minutes, the auction sale will automatically get closed at the expiry of the extended five minute. There will thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.
   - d. Bidders are advised to enter their bid accordingly keeping in mind the five minutes duration.
   - e. No complaint on time-factor or paucity of time for bidding will be entertained.

9. Online Bidding:

a. Auction/ bidding will be only online bidding through the portal provided by the service provider.
b. In case of sole bidder, the sale may be accepted or deferred and property be brought for resale or otherwise sale will be deferred or cancelled.
c. Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any. before confirming the same.
d. No request/complaint of wrong bidding will be entertained for canceling the sale and in such case, the EMD in full will be forfeited.
e. Bidders may, subject to conditions of online service provider, may avail pre-auction training and/or for demo/mock auction-sale.

10. Declaration of successful bidder:

a. Highest bidder will be declared the successful bidder and sale will be confirmed in his favour. Intimation to this effect will be given through e-mail by service provider/Bank,
b. Ail intimations to bidders/auction purchaser will be primarily through e-mail by the service provider/Bank. Date of sending e-mail will be considered as date of intimation. if no intimation reaches, bidders are expected to take efforts to find out status from the Bank. Non-receipt of intimation should not be an excuse for default/non-payment.

11. Deposit of purchase price;

a. The bidder declared successful, shall pay, immediately on the same day after such declaration, a deposit of 25% (less EMD already paid) on the amount of his purchase money.
b. In case of the auction-sale proceeding and concluding beyond the banking transaction hours, the deposit of 25% of purchase price (less EMD already paid) shall be remitted before 3.00 p.m. of the next working day.
c. The balance amount of purchase money shall be paid on or before the fifteenth day from the date of the sale or within such period as may be extended, for the reason to be recorded, by the Authorised Officer.

12. Default of Payment:

a. Default of payment of 25% of bid amount (less EMD) on the same day or the next working day as stated in para 11(b) above and 75% of balance bid amount within the stipulated time shall render automatic cancellation of sale without any notice,
b. The EMD and any other monies paid by the successful bidder shall lie forfeited by the Authorised Officer of the Bank.

13. Sale Certificate / Payment of Stamp Duty:

a. On payment of the entire purchase price / bid amount, Sale Certificate will be issued by the Authorised Officer of the Bank only in the name/names of the bidders whose name/names are mentioned in the bid fonri.
b. No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained,
c. Sale Confirmation/Sale Certificate shall be collected in person or through an authorized person,
d. The Stamp Duty, Registration Charges, etc. as per relevant laws for the sale certificate shail be borne by the successful bidder.
e. The Sale Certificate wilt 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.
f. The deposit made by the successful-bidder, pending execution of Sale Certificate, will be kept in non interest bearing deposit account.
g. No request for return of deposit either in part or fuli/cancellation of sale will be entertained.

14. Return of EMD:

a. EMD of unsuccessful bidders will be returned through EFT/NEFT/RTGS transfer to the bank account details provided by them in the bid form and intimated via their email id.
b. Unsuccessful bidders shall ensure return of their EMD and if not, immediately to contact the Authorised Officer of the Bank.

15. Stay/Cancellation of Sale:

a. 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.
b. Default in payment of 25% of the purchase price or the balance purchase price within the stipulated/extended time will result in forfeiture and cancellation of sale and Bank will be entitled to re-auction the same.

16. Delivery of Title Deeds:

a. The title deeds and other documents related to the property and deposited with the Bank for creation of Equitable Mortgage shall be delivered to the Successful bidder/Auction Purchaser, on execution of the Sale Certificate

17. Delivery of possession;

a. All expenses and incidental charges there to shall be borne by the auction purchaser.

18. Other Conditions:

a. 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.
b. The Authorised Officer reserves the right to accept or reject all or any bid or bids without assigning any reason and to postpone or cancel the sale without assigning any reason.
c. Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same,
d. No counter-offer/conditional offer/conditions by the bidder and/or successful-bidder will be entertained.

Technical Terms and Conditions of Online Auction Sale

1, Prospective bidder has to register with the "online" service provider.

2 Only upon verification of the bid form and confirmation of remittance of EMD, the User ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.

3. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy,

4. Bidders are advised to change the password immediately on receipt from the service provider.

5. Time Extension: if any market leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the time of auction sale will get automatically extended by another five minutes and subsequently, if no further bid higher than the last quoted highest bid is received w/ithin the said extended five minutes, the auction sale will be automatically closed at the expiry of the extended five minutes.

6. Training; The online service provider will provide training "online" if required by the bidders at a mutually convenient date and time before the auction,

7. Bids: Ail bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason, if done so, the EMD amount shall be forfeited.

3. The highest and the latest bid on the auction shall supersede alt the previous bids of the respective bidders. The bidder with the highest offer/ bid does not get any right to demand acceptance of his bid in case any stay order is received by the Bank.

9. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Bank. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

10. The intimation to the bidder/ bidders concerned of having declared successful in the auction sale will pnmarily be sent to them through e-mail. The date of sending the email will be considered as date of intimation.

11, If no intimation reaches for reasons beyond the control of the Bank, the bidders are required to take efforts to ascertain the status. Non receipt of intimation shall not be a ground for non¬ payment or delayed payment. Bidders must therefore keep a watch on their incoming e-mail or can contact the Bank/ Authorised Officer. The Bank will not be liable for wrong e-mail id registered by the bidder or for return of the mail for mailbox being full.

12. **Demo/mock auction:**

For bidders who have indicated non-familiarity with e-Auction. training on a DEMO/MOCK Auction will be arranged in a manner and on such date by the service provider as may be specified in the schedule Programme. Only those Bidders who have registered themselves for the Auction by submitting the "Declaration Form" and have also paid the EMD can participate in this Mock Auction. No training will be given during the actual e-Auction.

13. Note of caution for the Bidders;

Bidders may encounter certain unforeseen problems such as tim.e lag, heavy traffic, system/ power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment for submitting their bids.

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