

 <p>बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सत्तान स वरम एक परिवार एक बैंक</p>	<p align="center">आस्ति वसूली शाखा दूसरी मंजिल, आगरकर हाईस्कूल बिल्डिंग, सोमवार पेठ, पुणे- 11 Asset Recovery Branch, 2nd Floor, Agarkar High School Bldg, Somwar Peth, Pune- 11 टेली/Tel : (020) 26130029/ 26130030 ई-मेल/E-mail: brmgr1453@mahabank.co.in</p>	  <p>2021 असतो मी जितो</p>
	<p align="center">प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे- 5 Head Office: Lokmangal, 1501, Shivajinagar, Pune- 5</p>	

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 8 (6) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower (s) and Guarantor (s) that the below described immovable property mortgaged/charged to the Secured Creditor, the **PHYSICAL POSSESSION** of which has been taken by the Authorised Officer of Bank of Maharashtra, Secured Creditor, will be sold on “As is where is”, “As is what is”, and “Whatever there is” on **15th January, 2020** between 11:00 am and 12:00 pm for recovery of balance due to the Secured Creditor from the Borrower (s) and Guarantor(s). Details of the Borrower/s and Guarantor/s, amount due, Short description of the immovable property and encumbrances known thereon, reserve price and the earnest money deposit are also given as under –

Name of Borrower and Guarantors	Amount Due (in lakh) (as on 28.12.2020)	Short description of the immovable property with known encumbrance	Reserve Price / Earnest Money Deposit (EMD)
<p><u>Borrower:</u></p> <p>1. Sh. Anil Jayasingrao Chavan,</p> <p>2. Sh. Jayasing Vishwanath Chavan</p> <p>3. Sou. Prabhavati Jayasingrao Chavan</p> <p><u>Guarantor:</u></p> <p>1. Sou. Manisha Anil Chavan,</p> <p>2. Sh. Dnyaneshwar Yashawant Mane</p>	<p>LB : 145.46 UAI : 103.89 PI : 13.18 Total: 262.53</p> <p>plus further interest applicable thereon, costs and expenses.</p>	<p>“All that piece and parcel of property bearing Bhumapan No. 295/1A, Plot No. 13 admeasuring H.O. 02.94 Are and alongwith constructed R.C.C Building situated at Malkapur, Tal- Karad, Dist- Satara,</p> <p>Boundaries as under:-</p> <p>East : Nagarpanchayat 25 feet Road West : Plot No. 4-5 South : Plot No. 12 North : Plot No. 14.</p> <p>Encumbrances known to the Secured Creditor: Nil</p>	<p><u>Reserve Price:</u></p> <p>Rs. 93,72,000/- (Rs. Ninety Three Lakhs Seventy Two Thousand only)</p> <p><u>EMD</u></p> <p>Rs. 9,37,200/- (Rs. Nine Lakh Thirty Seven Thousand Two Hundred Only)</p>

We have carefully gone through terms and conditions for e-auction and unconditionally accept it.		
Name of Bidder	Signature of Bidder	Date

SPECIFIC TERMS AND CONDITIONS:

1. E-Auction shall be held on “As is where is”, “As is what is”, and “Whatever there is” basis.
2. **The Last date for submission of online Bid is 13th January, 2021 by 5:00 p.m.**
3. The Auctions will be conducted “On- line” through the Bank’s approved service provider M/s. C1 India Pvt. Ltd. at the web portal <https://www.bankeauctions.com> on **15th January, 2021 between 11:00 a.m. and 12:00 p.m. with auto extension for 5 minutes in case bid is placed within last 5 minutes.**
4. The incremental value of the Bid amount during the bid process will be **Rs. 20,000/- (Rupees Twenty thousand only).**
5. The E-Auction shall commence on the date and time given hereinabove. Internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves for participation in the E-Auction.
6. The intending purchasers/bidders please visit <https://www.bankeauctions.com> or “https://www.bankofmaharashtra.in/properties_for_sale and E-Auction Tender Documents containing online e-auction bid form, Declaration, General Terms and conditions of online auction sale. For details in this regard, kindly contact **Mr. Hareesh Gowda** E-mail: support@bankeauctions.com or hareesh.gowda@c1india.com Mobile No. +91-9594597555 or the Authorised Officer of the Bank **Mr. Anand Suman, Chief Manager, Mobile No. 8424025815, E-mail: brmgr1453@mahabank.co.in.**
7. The property under Auction can be inspected on **02.01.2021 & 08.01.2021 from 11:00 a.m. till 4:00 p.m.** with prior appointment of the Authorised Officer of the Bank as mentioned above.
8. All persons participating in the E-Auction should submit sufficient and acceptable proof of their identity, residence address and copy of PAN/TAN cards etc. The bidders should upload scanned copies of PAN card and proof of residential address, while submitting e-tender. The bidders other than individuals should also upload proper mandate for e bidding.
9. The intending bidder should submit the evidence for EMD deposit along with Request Letter for participation in the E-auction, and self-attested copies of (i) Proof of Identification (KYC) viz. Voter ID Card / Driving License / passport etc. / Current Address – Proof for communication, (iii) PAN Card of the bidder, (iv) valid e-mail ID, (v) contact number (Mobile/Landline) of the bidder etc. to the address “The Chief Manager & Authorised Officer, Bank of Maharashtra, Asset Recovery Branch, Agarkar High School Building, 2nd Floor, 244, Somwarpeth, Pune- 411011 by 14.01.2021 **upto 5.00 p.m.** Scanned copies of the original of these documents can also be submitted to E-Mail i.d. brmgr1453@mahabank.co.in.
10. The intending purchasers / bidders are required to deposit EMD amount either through NEFT / RTGS in the **Account No. 60079912168, Name of the A/c: Bank of Maharashtra, IFSC: MAHB0000040.**
11. Bidders shall hold the email ID till the full closure of the Auction process as all the relevant information from Bank shall be conveyed through E-mail.
12. The successful bidder, on acceptance of bid price by the Authorised Officer, shall have to deposit 25% of the sale price (including Earnest Money Deposit already paid) immediately on closure of the e-auction sale proceedings on the same day or by the next working day of E-auction sale in the Bank’s **Account No. 60079912168, Name of the A/c: Bank of Maharashtra; IFSC: MAHB0000040.** The bidder shall mention the Property details/ Lot No. and his/her name for proper identification of

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the amount remitted. **The balance of the bid amount shall have to be deposited on or before the Fifteenth Day of confirmation of Sale.**

13. In the event of any default in the payment of any of the amounts, or if the sale is not completed by reason of any default on the part of the Successful Bidder, the Bank shall be entitled to forfeit all the monies till then paid by the Successful bidder and put up the property in question for resale/disposal in its absolute discretion, and the defaulting Successful bidder shall forfeit all claim to the property or to any part of the sum for which it may be subsequently sold.
14. In respect of other/unsuccessful bidders, the EMD will be refunded without interest within 15 day of the Auction.
15. It shall be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.
16. To the best of knowledge and information of the Secured Creditor, there are no encumbrances on the properties except those, where it is specifically mentioned. However, the intending bidders should make their own independent inquiries regarding any statutory liabilities, arrears of tax, claims, encumbrances etc. and about title of property, Court matters or dispute/claims /rights /dues/affecting the property put on auction prior to submitting their bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the bank. The property is being sold with all the existing and future encumbrances whether known or unknown to the bank. The Authorised Officer / Secured Creditor shall not be responsible in any way for any third party claims / rights / dues. The Bank also does not undertake any responsibility to procure any permission/license, NOC etc. in respect of the property offered for sale or for any dues like outstanding water/service charges, transfer fees, electricity dues, dues of 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.
17. It shall be the responsibility of the Successful Bidder to comply with the provisions of Income Tax regarding purchase of property and to pay the tax to the Authorities as per applicable rates. The Successful Bidder has to produce the proof of such compliance, if applicable, to the Secured Creditor.
18. The Successful bidder would bear all the charges/fees payable for conveyance such as applicable stamp duty/ Registration fee or any other cost as applicable as per the law. All the statutory / non-statutory dues, taxes, rates, assessments, charges, fees etc. will be the responsibility of the Successful Bidder only.
19. The prospective qualified bidders may avail online training on E-Auction on **14th January, 2021** i.e. prior to the date of e-Auction.
20. Neither the Authorised Officer nor Bank of Maharashtra nor E-Auction Vendor will be held responsible for any Internet Network problem / Power failure / any other technical lapses / failure etc. In order to ward-off such contingent situation the interest bidders are requested to ensure that they are technically well equipped with adequate power back-up etc. for successfully participating in the e-Auction.
21. The Authorized Officer / Bank is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the E-Auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason therefor.
22. The Sale Certificate will be issued in the name of the purchaser(s) / applicant (s) only and will not be issued in any other name(s).

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23. The Physical possession of the property shall be handed over to the Successful bidder only after getting it from the Borrower/Mortgagor. The Bank shall neither be responsible for any delay in this regard nor liable for payment of any interest on the deposited amount.
24. The title deeds and other documents related to the property and deposited with the Bank for creation of Equitable/Registered Mortgage shall be delivered to the Successful bidder/Auction Purchaser, on execution of the Sale Certificate and after compliance of all legal formalities.
25. The Authorised Officer or the Secured Creditor shall not be responsible for payment of any interest on deposited amount or any Stay or Cancellation or Modification due to any Court Order.
26. This Notice is also being issued in Vernacular language. In case of any question pertaining to interpretation, the English version shall be final.
27. The sale shall be subject to rules/ conditions prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
28. Disputes, if any, shall be within the jurisdiction of **DRT, Pune.**
29. Words and expressions used herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002 and the Rules framed thereunder.
30. The Borrowers attention is invited to the provisions of Sub-Section 8 of Section 13 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 in respect of time available, to redeem the Secured assets.

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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 :
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.

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DECLARATION

Date:

**The Authorised Officer,
Bank of Maharashtra
Asset Recovery Branch
2nd floor, Agarkar High School Building
Somwar Peth, Pune- 411011**

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 Authorized 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.
7. I also understand the Bank is not liable to pay any interest/ refund of EMD in case of any delay in issue of confirmation of sale/ Sale Certificate, handing over of possession of secured asset sold under e-auction by virtue of any Court Order received after e-auction is held.

Signature:
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Name:
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Address:
.....

e-mail id..... Mobile.....

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