बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
एक परिवार एक बैंक

अंचल कार्यालय, लखनऊ

प्लॉट संख्या 12, सेक्टर 9, विकास नगर, लखनऊ – 226022

Zonal Office, Lucknow

Plot No. 12, Sector 9, Vikas Nagar, Lucknow - 226022

☎: 0522-2739259, 2739260 ई-मेल/E-mail : recovery_luc@mahabank.co.in, cmmarc_luc@mahabank.co.in

प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे-5 **Head Office:** Lokmangal,1501, Shivajinagar, Pune-5

AX50/ /Recovery/E Auction/ 2020-21/4

Sale Notice No. Lko/E-Auction/2020-21/4

Annexure-B

Terms and Conditions for sale of assets of through online e-auction on under SARFAESI Act

Date of E- Auction: 30/12/2020 between 11:00 a.m. to 12:00 p.m with auto extension for 5 minutes in case bid is placed within last 5 minutes

Last date & time for submission of Bid/Deposit of EMD and Proof: 28/12/2020 upto 04:00 pm.

Date & Time of inspection of property on:01/12/2020 to 28/12/2020 **between 12.00 PM am to 04.00 p.m.**

Sl	Branch & Phone No.	Name of Borrowers/ Guarantors & Address	Amount Due	description of the property	Possession Type	Reserve Price / Earnest Money Deposit/ Bid Increment	Last date of bid submission with EMD (DD/MM/YYYY)
1	Ameenabad & 7054811278	M/S Santosh Kumar Rajesh Kumar,Prop. Mr. Santosh Kumar Agarwal, Guarantors : 1. Mrs. Pushpa Devi Agarwal 2. Mr. Mahesh Kumar Agarwal 3. Mr. Rajesh Kumar Agarwal 4. Mr. Santosh	Total dues : Rs.5,48,62,973.00(Five Crore Forty Eight Lakh Sixty Two Thousand Nine hundred and Seventy Three Only) + Unapplied Interest	1. Land Building together situated at CTS/Survey no 133/290/DA Vill Fatehganj dist Lucknow (admeasuring 190.00 sq ft.)(**Owner-** Mr. Santosh Kumar Agarwal **)** 2. Land Building together situated at CTS/Survey no 133/290/GHA Vill Fatehganj dist: Lucknow.(Admeasuring 32.51 Sq.Mtr.)(**Owner-** Mrs. Pushpa Devi Agarwal)	Symbolic Symbolic	Reserve Price : Rs 45.00 Lakhs EMD: Rs 4.50 Lakhs Bid Increment : Rs 0.10 Lakhs Reserve Price : Rs 134.00 Lakhs EMD: Rs 13.40 Lakhs Bid Increment : Rs 0.10 Lakhs	28/12/2020 28/12/2020

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

		KUmar Agarwal	with monthly rest w.e.f. 11.02.2020+ penal interest and other charges / expenses	3. Land Building together situated at CTS/Survey no 138/165/2 Vill Fatehganj distt Lucknow.(Admeasuring 64.40 Sq. Mtr.)(**Owner-** Mr. Mahesh Kumar Agarwal)	Symbolic	Reserve Price : Rs 45.00 Lakhs EMD: Rs 4.50 Lakhs Bid Increment : Rs 0.10 Lakhs	28/12/2020
				4. Land Building together situated at CTS/Survey no 138/165/3 Vill Fatehganj distt Lucknow.(Admeasuring 114.49 Sq. Mtr.)(**Owner-** Mr. Rajesh kumar Agarwal)	Symbolic	Reserve Price : Rs 80.00 Lakhs EMD: Rs 8.00 Lakhs Bid Increment : Rs 0.10 Lakhs	28/12/2020
				5. Land Building together situated at CTS/Survey no 98 Vill Fatehganj distt Lucknow. (Admeasuring 65.05 Sq. Mtr.)(**Owner-** Mrs. Pushpa devi Agarwal)	Symbolic	Reserve Price : Rs 60.00 Lakhs EMD: Rs 6.00 Lakhs Bid Increment : Rs 0.10 Lakhs	28/12/2020
				6. Land Building together situated at CTS/Survey/House no 137/12 Ground Floor in the Agrawal kothi Apartments Vill Ganeshganj distt Lucknow.(Admeasuring 119.88 Sq. Mtr.)(**Owner-** Mr. Santosh Kumar Agarwal)	Symbolic	Reserve Price : Rs 56.50 Lakhs EMD: Rs 5.70 Lakhs Bid Increment : Rs 0.10 Lakhs	28/12/2020
				7. Land Building together situated at CTS/Survey/House no 137/12 Third Floor in the Agrawal kothi Apartments Vill Ganeshganj distt	Symbolic	Reserve Price : Rs 32.20 Lakhs EMD: Rs 3.30 Lakhs Bid Increment : Rs 0.10 Lakhs	28/12/2020

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Name of Bidder	Signature of Bidder	Date

				Lucknow.(Admeasuring 119.88 Sq. Mtr.)(**Owner-** Mr. Santosh Kumar Agarwal) 8. Land Building together situated at CTS/Survey/House no 137/12 fourth Floor in the Agrawal kothi Apartments Vill Ganeshganj distt Lucknow. (Admeasuring 119.88 Sq. Mtr.)(**Owner-** Mr. Santosh Kumar Agarwal)	Symbolic	Reserve Price : Rs 40.00 Lakhs EMD: Rs 4.00 Lakhs Bid Increment : Rs 0.10 Lakhs	28/12/2020
2	Aliganj & 70548 11249	Mr Pawan Kumar Sharma & Mrs Rekha Sharma	Total dues Rs. 1960709 .00 (Rs. Ninetee n Lakh Sixty Thousan d Seven Hundred & Nine only) + Unapplie d Interest thereon w.e.f. 12.02.2 020 + penal interest and other charges / expense s.	House No. 4/727, admeasuring 60.59 Sq. Mtr., situated at Vikas Nagar, Dist.: Lucknow, owned by Mr. Pawan Kumar Sharma and Mrs. Rekha Sharma	Symbolic	Reserve Price : Rs 62.80 Lakhs EMD: Rs 6.30 Lakhs Bid Increment : Rs 0.10 Lakhs	28/12/2020
3	Shahja nwa & 70548 11693	Mr.Saurabh Chand and Mrs. Archana Cha nd	Ledger Balance Rs. 1790789 .66 +	Flat no-PS-1/23/C-12 on second floor at Panchsheel - 1(G+3) Vikalp Khand-3 Gomti nagar Teh Sadar	Symbolic	Reserve Price : Rs 18.10 Lakhs EMD: Rs 1.90 Lakhs	28/12/2020

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			unapplied interest Rs. 42727.00 Total dues Rs. 1833517.00 (Rupees Eighteen Lakh Thirty Three Thousand Five Hundred & Seventeen Only) + Unapplied Interest @8.70% p.a. w.e.f. 10.01.2020 + penal interest and other charges & expenses.	Lucknow area Admeasuring 30.13 sq mtr(Mr Saurabh Chand & Mrs Archana Chand)		Bid Increment : Rs 0.10 Lakhs	

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. The auction sale for all properties will be Online through M/s E-Procurement Technologies Ltd. Auction Tiger, Ahmedabad on 30.12.2020 from 11:00 a.m. to 12:00 noon with unlimited extensions of 5 minutes duration each. Last date of submission of bid/tender with EMD is 28.12.2020 up to 04.00 P.M.

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Bidders are advised to go through the Bank's website https://bankofmaharashtra.in/properties_for_sale and https://bom.auctiontiger.net for detailed Terms and Conditions of the Auction Sale & satisfy themselves about the details of property before submitting their bids/taking part in e-auction sale proceedings. The E-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the bank.

3. Registration with Auctioneer Company for bidding in e-auctioning as per the requirement of the Auctioneer Company is essential.
4. Offer should be submitted online only in the prescribed format with relevant details, as available on the website from date of publication.
5. Interested bidders should have their own arrangements for internet service. Internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves.
6. Bidders staying abroad/NRIs/PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.
7. 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.
8. Prospective bidders may avail online training from M/s E-Procurement Technologies Ltd. Auction Tiger, Ahmadabad contact No. 079-40230821/824/825/826/827/806, Contact persons: Mr. Ram Sharma, Mobile No. 08000023297, E-mail: up@auctiontiger.net, support@auctiontiger.net and ramprasad@auctiontiger.net; Mr. Vishal Tiwari, Mobile No. 09879996111, Email: vishal@auctiontiger.net, Fax No 079-40230847.
9. E-Auction is being held on "AS IS WHERE IS AND WHATEVER THERE IS BASIS" after taking symbolic possession of the properties. Successful bidder shall have to get physical possession of the properties at his own cost, risk & responsibility.
10. To the Best of knowledge and information of the Bank, there is no encumbrance on any property. However, the Bidder/s has to satisfy himself about the details of property before submitting their bids/taking part in e-auction sale proceedings. The property is/are being sold with all encumbrances, if any. The bidder/ purchaser should make their own inquiries regarding any statutory liabilities, arrears of tax, claims etc. by themselves before making the bid as it will be responsibility of the purchaser to pay at his cost & expenses. The Bank, 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. Successful bidder has to comply the provisions of Income Tax regarding purchase of property & he has to pay the tax to the authorities as per applicable rates.
11. The intending purchasers can inspect the property/ies with prior appointment at his / her expenses from 01.12.2020 to 28.12.2020 between 12.00 P.M. to 4.00 PM. For prior appointment, please contact to the concerned Branch.
12. Earnest Money Deposit (EMD) shall be remitted through RTGS/NEFT to the credit of "AUTHORISED OFFICER BANK OF MAHARASHTRA MARC LUCKNOW" Current A/c No. 60162142319 with Bank of Maharashtra, Vikas Nagar, Lucknow Branch, IFSC code: MAHB0001281 before submitting the tender online. The said EMD shall be adjusted towards final bid amount in the case of highest bidder. In respect of other/unsuccessful bidders the EMD will be refunded without interest through RTGS/NEFT to the account from which it is received.
13. A copy of the tender form along with the enclosures submitted online (also mentioning the UTR No. and the account number through which EMD is remitted) shall be forwarded to the Authorized Officer- ARC, Bank of Maharashtra, Zonal Office Lucknow so as to reach on or before 28.12.2020 up to 04.00 p.m.
14. Bidders may give offers either for one or for all the properties. In case of offers for more than one property bidders will have to deposit the EMD for each property separately.
15. Bidders shall improve their offers in multiple of Rs. 10,000/- (Rs. Ten Thousand Only) during online bidding for property/ies.
16. Highest bid will be provisionally accepted on "subject to approval" basis and the highest bidder shall not have any right/title over the property until the sale is confirmed by the Authorised Officer.

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Name of Bidder	Signature of Bidder	Date

17. The successful bidder shall have to deposit 25% of the purchase amount (including Earnest Money already paid), immediately on closure of the e-auction sale proceedings on the same day in the mode stipulated in clause 12 above. The balance of the bid amount shall have to be deposited on or before the 15th day of confirmation of Sale in the same mode and in the same A/c as mentioned above in Clause No. 12.
18. On confirmation of the sale by the Bank and compliance of the terms of payment, the Authorized officer shall issue a certificate of sale of the said property in favor of the successful bidder/purchaser in the form given in Appendix V to Enforcement of Security Interest Rules. The sale certificate shall be issued only in the same name in which the tender is submitted.
19. The successful bidder would bear all the charges/fees payable for conveyance such as stamp duty, registration fee or any other cost as applicable as per the law. Payment of all statutory/non statutory dues, taxes, rates, assessments, charges fees etc. will be the responsibility of the successful bidder only.
20. In the event of any default in 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.
21. The Bank 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.
22. Particulars specified in respect of the property in the public notice have been stated to the best of the information of the Authorized Officer/Bank and Bank would not entertain any claim or representation in that regard from the bidders.
23. This publication is also notice to the borrower/guarantors required under section 13 (8) (6) of SARFAESI Act.
24. The sale shall be subject to rules/conditions prescribed under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
25. Disputes, if any, shall be within the jurisdiction of Lucknow Courts only.
26. Words and expressions used herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002, and the Rules framed there under.

27. Caution to bidders:

a. Property is sold on "AS IS WHERE IS", "AS IS WHAT IS" AND "WHATEVER THERE IS" basis after taking Physical/ Symbolic possession of the properties.

b. To the best of knowledge and information of the Authorised Officers, there are no encumbrances on the properties. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of property put on auction, physical area of property, and claims / rights / dues / affecting the property, prior to submitting their bid. Further the bidder/purchaser should make their own inquiries regarding any statutory liabilities, arrears of tax, claims etc. by themselves before making the bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation on the part 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 claims / rights / dues.

c. The Bank 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 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.

d. Bidders are advised / cautioned to verify the concerned 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.

e. Bidders are advised to go through all the terms and conditions of sale and also in the corresponding public sale notice in the details before submitting the bid and participating in the online bidding/auction.

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f. Statutory dues/liabilities etc., due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s).

g. The notice for sale is also being published in vernacular. The English version shall be final if any question of interpretation arises.

28. Inspection of Property/Immovable Assets:

a. Property/Assets can be inspected on the date(s) given in the public sale notice, and on any other at the discretion of Authorised Officer. For prior appointment please contact the above mentioned concerned Branch Manager,

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).

29. Inspection of Title Deeds:

Bidder/s may inspect and verify the title deeds and other documents relating to the property available with the Bank.

30. Submission of bid forms:

a. Bids shall be submitted online only, within time and on or before the last date and time given in the sale notice.

b. Bidders may give offers either for one or for all the properties. In case of offers for more than one property bidders will have to deposit the EMD for each property.

c. Intending bidder should hold a valid e-mail id. All the correspondences will be done through E-mail. Interested bidders should have their own arrangements for internet service. Internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves.

d. Bids form shall be duly filled in with all the relevant details. The bidders should upload scanned copies of PAN card and proof of residential address, while submitting e- tender/bid form. The bidders other than individuals should also upload proper mandate for e bidding.

e. Bidders staying abroad/NRIs/PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.

f. 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.

g. 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.

h. Original Identity Document copy of which is submitted along with the bid form must be produced on demand.

31. Bid Multiplier:

The bidders shall increase their bids in multiplies of the amount specified in the public sale notice/Terms and condition of Sale.

32. Duration of Auction sale:

a. Online auction sale will start automatically on and at the time given in the public sale notice/Tender Document.

b. Auction/Bidding time will initially be for specified period 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.

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Name of Bidder	Signature of Bidder	Date

33. 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 amount will be forfeited.

34. Declaration of successful bidder:

a. Highest bidder will be declared the successful bidder and sale will be confirmed in his favour in consultation of Secured Creditor. Intimation to this effect will be given through e-mail by service provider/Bank.

b. Highest bid will be provisionally accepted on "subject to approval" basis and the highest bidder shall not have any right/title over the property until the sale is confirmed by the Authorized Officer.

c. All intimations to bidder/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.

35. 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 5.00 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.

d. It shall be the responsibility of the successful bidder to remit the TDS @ 1% as applicable u/s 194 1-A if the aggregate of the sums credited or paid for such consideration is Rs. 50 lakhs or more. TDS should be filed online by filling form 26QB & TDS certificate to be issued in form 16 B. The purchaser has to produce the proof of having deposited the income tax into the government account.

36. 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 21 above and 75% of balance bid amount within the stipulated time shall render automatic cancellation of sale without any notice and Bank will be entitled to resale the property.

b. The EMD and any other monies paid by the successful bidder shall be forfeited by the Authorised Officer of the Bank.

37. Sale Certificate / Payment of Stamp Duty:

a. On confirmation of the sale by the Bank and compliance of the terms of payment, the Authorized Officer shall issue a certificate of sale of the said property in favour of the successful bidder/purchaser in the form given in Appendix V to Enforcement of Security Interest Rules. The sale certificate shall be issued only in the same name in which the tender /bid is submitted.

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 successful bidder would bear all the charges/fees payable for conveyance such as stamp duty, registration fee or any other cost as applicable as per law. All statutory/non stator

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dues, taxes, rates, assessments, charges fees etc. will be responsibility of the successful bidder only.

e. 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.

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 full/cancellation of sale will be entertained.

38. Return of EMD:

a. EMD of unsuccessful bidder/s will be returned by the Service Provider to the bank account details provided by him/her/them at the time of submission of bid.

b. Unsuccessful bidders shall ensure return of their EMD and if not, immediately to contact the Authorised Officer of the Bank.

39. Stay/Cancellation of Sale:

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.

40. Delivery of Title Deeds:

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.

41. Delivery of possession:

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

42. 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 Bank 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.

c. 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.

d. Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.

e. No counter-offer/conditional offer/conditions by the bidder and/or successful-bidder will be entertained.

f. The Borrowers attention is invited to the provisions of sub-section 8 of section 13 of the Act in respect of time available, to redeem the secured asset.

g. Particulars specified in respect of the property in the public notice have been stated to the best of the information of the Authorized Officer/Bank and Bank would not entertain any claim or representation in that regard from the bidders.

h. This publication is also thirty days' notice/15 days' notice required under SARFAESI Act to the above borrower/guarantor.

i. Disputes, if any, shall be within the jurisdiction of Lucknow Courts only.

j. Words and expressions used herein above shall have the same meaning as assigned to them in SARFAESI Act, 2002, and the Rules framed thereunder.

Place:LUCKNOW

Authorised Officer

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Name of Bidder	Signature of Bidder	Date