

Annexure- B

 बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक परिवार एक बैंक	अंचल कार्यालय/ - नासिक अंचल Zonal office / Branch Nasik Zonal Office टेलीफोन/TELE : (0253)2577479 FAX : (0253)2311642 ई-मेल/e-mail : dzmnasik@mahabank.co.in प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे-5 Head Office: LOKMANGAL,1501,SHIVAJINAGAR,PUNE-5	 स्वच्छ भारत एक कदम स्वच्छता की ओर 'स्वच्छता अभियान' की सफलता हेतु हम प्रतिबद्ध हैं
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(To be displayed on Bank's website)

Terms & Conditions for E Auction Sale Notice No. AX8/Nasik Zone/E auction 25-02-2020

SI	Branch and Phone number	Name of Borrower	Name of Guarantor	Amount Due	Short description of the immovable property with known encumbrances	Possession Type	Reserve Price	Last date of Bid submission with EMD
							Earnest Money Deposit	
1.	Nasik City Branch (0253) 2502951	M/s. Vaishnavi Infrastructure (Prop. Poonam Dnyaneshwar Mahajan)	Mr. Dnyaneshwar Trimbak Mahajan	CC: Rs. 4,83,37,603/- as on 10/10/2018 plus Interest @15.00 % with monthly rests and other expenses thereon from 10/10/2018 TL: Rs. 60,73,619/- as on 10/10/2018 plus Interest @13.00 % with monthly rests and other expenses thereon from 10/10/2018 STL: Rs. 1,02,24,918/- as on 10/10/2018 plus Interest @15.00 % with monthly rests and other expenses thereon from 10/10/2018	Plot Plot No. 20, admeasuring 280.50 Sq. Mtrs, S.No. 52/1A, Behind Jaisadguru Apartment, Ambedkar Nagar, Chunchule Shivar, Nashik.	Physical	Rs. 24,24,000 Rs. 2,42,400	24/02/2020 Till 05.00 PM
2.	Nasik City Branch (0253)	M/s. Vaishnavi Infrastructure (Prop. Poonam)	Mr. Dnyaneshwar Trimbak Mahajan	Same as above	Plot Plot No. 5, admeasuring 95.63 Sq. Mtrs, S.No.	Physical	Rs. 27,45,000	24/02/2020 Till 05.00 PM

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	2502951	Dnyaneshwar Mahajan)			791/1A+797/2/B, Behind Pandurang Bunglow, Sadashiv Nagar, Off. Jijau Mata road, Near Govind Nagar, Nashik		Rs. 2,74,500	
3.	Nasik City Branch (0253) 2502951	M/s. Vaishnavi Infrastructure (Prop. Poonam Dnyaneshwar Mahajan)	Mr. Dnyaneshwar Trimbak Mahajan	Same as above	Plot Plot No. 7 & 8, admeasuring 349.45 Sq. Mtrs, Out of S. No. 237/2/2, Near K K Wagh Agri. College, Narayan Nagar, Rasbihari-Dindori Road, Bali Mandir, Nashik	Physical	Rs. 60,40,000 Rs. 6,04,000	24/02/2020 Till 05.00 PM
4.	Nasik City Branch (0253) 2502951	M/s. Vaishnavi Infrastructure (Prop. Poonam Dnyaneshwar Mahajan)	Mr. Dnyaneshwar Trimbak Mahajan	Same as above	Plot Plot No. 5 & 6, Admeasuring 326.25 Sq. Mtrs, Out of S. No. 237/2/2, Near K K Wagh Agri. College, Narayan Nagar, Rasbihari-Dindori Road, Bali Mandir, Nashik	Physical	Rs. 56,40,000 Rs. 5,64,000	24/02/2020 Till 05.00 PM
5.	Nasik City Branch (0253) 2502951	Mr. Vijay Shivajirao Kokate (Nashik City Branch)	1.Rajendra Gangadhar Chavanke 2.Mrs. Ragini Vijay Kokate	Rs. 5,18,81,234/- as on 07/10/2016 plus Interest @15.50% with monthly rests and other expenses thereon from 07/10/2016	2 BHK Flat Flat No. 01, on Ground Floor in the building known as Nilesch Co-operative Housing Society Ltd, S. No. 649A/1/1A/6/1/2 CTS No. 6868, Near Kulkarni Garden, Sharanpur Road, Nashik Adm area 884 Sq. Ft.	Symbolic	Rs. 33,64,000 Rs. 3,36,400	24/02/2020 Till 05.00 PM
6.	Nasik City Branch (0253) 2502951	Mr. Vijay Shivajirao Kokate (Nashik City Branch)	1.Rajendra Gangadhar Chavanke 2.Mrs. Ragini Vijay Kokate	Rs. 5,18,81,234/- as on 07/10/2016 plus Interest @15.50% with monthly rests and other expenses thereon from 07/10/2016	3 BHK Flat Flat No. 01, Veera Park Apartment, Near Tirupati Town, Shivkrushna Colony, out of S. No. 703/4/13, Gangapur Road, Nashik Area admeasuring – 990.00 Sq. Ft	Symbolic	Rs. 34,11,000 Rs. 3,41,100	24/02/2020 Till 05.00 PM
7.	Dwarka Branch (0253)	Mr. Pradeep Gyanchand Dubey And Mrs. Mamta	Nil	Rs. 20,91,086/- as on 09/01/2017 plus interest	Row House All that piece and parcels of property-	Physical	Rs. 11,62,000	24/02/2020 Till 05.00 PM

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	2597767	Pradeep Dubey (Dwarka Branch)		@ 9.60% Term Loan facilities with monthly rests and other expense thereon from 09/01/2017	Row House No. 05, Adm. 41.05 Sq. Mtrs. Built up area and plotted area adm. 47.97 Sq. Mtrs. in the Scheme known as “ Sanket Apartment”, constructed on Plot No. 33 + 24, CTS No.1524+1525, Gat No. 52/2A, Village Chunchale, Ambad Link Road, Nashik. Tal. & Dist. Nashik.		Rs. 1,16,200	
8.	Ambad I.E. Branch (0253) 2393339	Mr. Nana Vikram Jagtap and Mrs. Sonal Vikram Jagtap (Ambad I. E. Branch)	Nil	Rs. 18,43,714/- as on 25/04/2016 plus interest @ 9.75% with monthly rests and other expense thereon from 25/04/2016	Row House All that piece and parcels of property bearing Row House No. 2, 'Vaishnavi Row Bunglows, Plot No. 80, S. No. 54/2A, City Survey No. 1708, Village Chunchale Shiwar, Ambad, Nasik Adm. Area 62. Sq. Mtrs built- up, Tal and Dist. Nashik	Symbolic	Rs. 9,60,000	24/02/2020 Till 05.00 PM
							Rs. 96,000	
9.	Ugaon Branch (02550) 244173	Mr. Rajendra Balasaheb Taskar And Mr. Mahesh Balasaheb Taskar and Mr. Dhananjay Balasaheb Taskar (Ugaon Branch)	1. Mr. Balasaheb Murlidhar Taskar 2. Sanjay Sahebrao Dhomase	Rs. 55,84,631/- as on 01/11/2017 plus interest @ 12.00 % per annum with monthly rests and other expenses thereon from 01/11/2017 .	3 BHK Flat Flat No. 1, 'Sushrusha Residency', Tidke Colony, Nasik Adm Area 1117 Sq. Ft. (103.87 Sq. Mtrs) in S No. 600/2+3/7, Final Plot No. 163 Bounded as East – Flat No. 4 West – Marginal Space South – Marginal Space North – Lift and Flat No. 2 Tal and Dist – Nasik.	Physical	Rs. 37,75,000	24/02/2020 Till 05.00 PM
							Rs. 3,77,500	

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10	Nasik City Branch (0253) 2502951	M/s. Shravani Associates. Partners: - 1. Mr Marutrao Shankarrao Kale and 2. Mrs. Suvarna Santosh Hulwan and M/s. Parth Traders Partners: - 1. Mr. Marotrao Shankarrao Kale and 2. Mr. Santosh Dattatray Madane	1. Mr Marutrao Shankarrao Kale and 2. Mrs. Suvarna Santosh Hulwan Mr. Marotrao Shankarrao Kale and 2. Mr. Santosh Dattatray Madane	Shravani Associates Rs. 5,42,96,293/- as on 07/10/2015 plus Interest @15.70 % with monthly rests and other expenses thereon from 07/10/2015. Parth Traders Rs. 4,94,98,022/- as on 15/10/2015 plus interest @ 13.70% with monthly rests and other expenses thereon from 15/10/2015	Open land gat no. 170 (part), Baramati Bhigwan road, Opp. MSEB colony, Jalochi, Baramati, Pune. Admeasuring 0.90 Hectors belonging to Mr. Marutrao Shankarrao Kale Bounded as:- East : Gat No.170 (P) West : Gat No. 138 Approved layout North : Gat No. 169 South Gat No: Mrs. Rina Kale	Physical	Rs. 4,16,25,000 Rs. 41,62,500	24/02/2020 Till 05.00 PM
11	Nasik City Branch (0253) 2502951	M/s. Ishwari Enterprises. Partners: - 1. Mrs. Reena Nitin Kale and 2. Mr. Avinash Popat Shinde And M/s. Krishnai Enterprises. Partners: 1. Mrs. Reena Nitin Kale and 2. Mr. Pravin Popat Shinde	1. Mrs. Reena Nitin Kale and 2. Mr. Avinash Popat Shinde 1. Mrs. Reena Nitin Kale and 2. Mr. Pravin Popat Shinde	Ishwari Enterprises Rs. 5,41,24,755/- as on 07/10/2015 plus Interest @13.70 % with monthly rests and other expenses thereon from 07/10/2015 Krishnai Enterprises Rs. 5,42,59,991/- as on 07/10/2015 plus Interest @15.70% with monthly rests and other expenses thereon from 07/10/2015)	Open land gat no. 170, Baramati Bhigwan road, Opp. MSEB colony, Jalochi, Baramati, Pune. Admeasuring 1.10 Hectors belonging to Mrs. Rina Kale Dist. Nashik Bounded as:- East : Gat No.170 West : Gat No. 138 Approved layout North : Part of Gat No. 170 South Gat No: 171	Physical	Rs. 5,08,50,000 Rs. 50,85,000	24/02/2020 Till 05.00 PM

TERMS AND CONDITIONS: -

- 1) The auction sale will be `Online E-Auction/Bidding through website <https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp> on 25/02/2020 for mentioned property from 11.30 am with unlimited extensions of 10 minutes duration each. Bidders shall improve their offers in multiple of Rs.10,000/- (Rs. Ten Thousand Only) during online bidding for property/ies.
- 2) Registration of Bidders is essential with <https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp>. Bidders to upload requisite KYC documents.
- 3) Bidders are advised to go through the website <https://ibapi.in> & <http://www.bankofmaharashtra.in/propsale.asp> for detailed terms and conditions of auction sale before submitting their bids and taking part in the E-auction sale proceedings.
- 4) Offer should be submitted online only in the prescribed format with relevant details, as available on the website from date of publication.
- 5) Intending bidder should hold a valid e-mail id. 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 website: <https://ibapi.in> and <https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp>. Educational videos are available on the websites.
- 9) E-Auction is being held on "**AS IS WHERE IS AND WHATEVER THERE IS BASIS**" and "**WITHOUT RECOURSE BASIS**" after taking symbolic possession of the properties, Successful bidder/s shall have to get physical possession of the properties at his/their own cost, risk & responsibility. Though the Bank will facilitate in taking possession by obtaining orders from the competent authorities. **The auction of Properties at Sr. No.s 5, 6, and 8 are conducted on symbolic possession.** 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 bidder/purchaser should make their own inquiries regarding any statutory liabilities, arrears of tax, claims etc. by themselves before making the bid. 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

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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.

- 10) The intending purchasers can inspect the property/ies with prior appointment at his/her own expenses on **18/02/2020 between 11.00 A.M to 05.00 P.M.** For prior appointment please contact **Mr. Avinash Mahajan 9421205708 (Authorised Officer, Nasik Zone), Mr. Abhijeet Dixit 8956503423 or Mr. Shrikant Godse 9420956555 at Bank of Maharashtra, Nasik Zonal Office, Gruh Nirman Bhavan, Gadkari Chowk, Nasik – 422 002 on 17/02/2020.**
- 11) **Bid amount** shall be deposited through RTGS/NEFT/ to the credit of **Authorised Officer, Nasik Zone Current Account No. 60149779410** with Bank of Maharashtra, **Nasik City Branch, IFSC code: MAHB0000014.** The said bid amount 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.
- 12) 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 Branch Manager, Bank of Maharashtra Authorised Officer, Nasik Zone so as to reach **on or before 24/02/2020 .**
- 13) 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.
- 14) 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.
- 15) 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 or by the next day of E-auction sale in the mode stipulated in **clause 11** above. The balance of the bid amount shall have to be deposited on or before the fifteenth day of confirmation of Sale.
- 16) 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.
- 17) 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. All statutory/non statutory dues, taxes, rates, assessments, charges fees etc will be the responsibility of the successful bidder only.
- 18) 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

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successful bidder shall forfeit all claim to the property or to any part of the sum for which it may be subsequently sold.

- 19) 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.
- 20) 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.
- 21) This publication is also a statutory notice required under the relevant provisions of the Securitization Act to the above borrower/guarantors.
- 22) The sale shall be subject to rules/conditions prescribed under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
- 23) The Bank shall not be liable to pay any interest on deposited amount, in case of any delay in Confirmation of sale and/or Issuance of sale certificate or Cancellation of bid or Stay by any Court order.
- 24) The Bank shall not be responsible for any charge, lien, encumbrances, or any other dues to the Government or anyone else in respect of the properties under E-auction. Bidders are advised to get proper details in this regard at their end.
- 25) The Successful bidder shall bear the responsibility to get the property registered and pay all statutory dues, taxes, levies, Capital gains tax etc.
- 26) 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.
- 27) This is also a notice to the borrower/guarantors of the said loan about holding of e-auction sale on the above mentioned date if the dues are not repaid in full before the date of e-auction.
- 28) It shall be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.
- 29) The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded. The Earnest Money Deposit shall not bear any interest. The successful bidder shall have to deposit 25% of the sale price immediately on acceptance of bid price by the Authorised Officer and the balance of the sale price on or before 15th day of sale or within such extended period as agreed upon in writing and solely at the discretion of the Authorised Officer. Default in deposit of amount by the successful bidder would entail forfeiture of the whole money already deposited and property shall be put to re-auction and the defaulting bidder shall have no claim / right in respect of property / amount.
- 30) The properties are being held on "AS IS WHERE IS" and "AS IS WHAT IS BASIS" and "WITHOUT RECOURSE BASIS" and the E-Auctions will be conducted "On Line".

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- 31) 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 and claims / rights / dues / affecting the property, 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.
- 32) 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 there for.
- 33) 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).
- 34) The sale shall be subject to rules / conditions prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
- 35) Disputes, if any, shall be within the jurisdiction of Nasik Courts only.
- 36) 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.

Special Instructions:

Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Bank of Maharashtra nor the Service Provider will be responsible for any lapses/failure (Internet failure, power failure etc.).

Place: Nasik
Date: 06/02/2020

Authorized Officer
Bank of Maharashtra
Nasik Zone