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|  <p>बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक परिवार एक बैंक</p> | <p>गोवा अंचल कार्यालय एम जी रोड़, पणजी 403001- Goa Zonal Office M. G. Road, Panaji- 403001 टेली/Tel: 0832-2496210/ 2496200 ई-मेल/E-mail: cmmarc_goa@mahabank.co.in प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे 5 - Head Office: Lokmangal, 1501, Shivajinagar, Pune- 5</p> |  <p>एक काम सफ़लता की ओर 'स्वच्छता अभियान' की सफलता हेतु हम प्रतिबद्ध हैं</p> |
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Annexure- B

E-Auction Sale Notice for Sale of Immovable Properties

(Appendix - IV A)

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 possession of which has been taken by the Authorised Officer of Bank of Maharashtra, Goa Zone, Secured Creditor, will be sold on **“As is where is”, “As is what is”, and “Whatever there is”** on **10th April, 2020** for recovery of the balance due to the Bank of Maharashtra from the Borrower (s) and Guarantor(s) as mentioned in the table. Details of the Borrower/s and Guarantor/s, amount due, Short description of the immovable property and encumbrances known thereon, possession type, reserve price and the earnest money deposit are also given as under –

| Lot No. | Name of the Borrower (s)/ Guarantor (s) and the concerned Branch | Dues for recovery (LB + UAI + Exp.) as on 06.03.2020 (Amt. in lakh) | Short description of the property with known encumbrances | Possession Type | Reserve Price ----- EMD (Amt. in lakh) |
|---------|--|--|---|-----------------|--|
| 1 | Borrower: Mr. Omkar Kishorlal Karpe Guarantor: Mrs. Sheetal Gopal Bathija (Kumbharjua Branch) | LB : 39.19 UAI : 6.28 PI : 0.13 Exp : 1.50 Total: 47.10 | All that 2 BHK flat premises, bearing Apartment No. 401, admeasuring 99.00 Sq. Mts. situated on the 4th floor of the building known as “River View Residency” along with a stilt Parking Lot No. 6 and undivided proportionate share in land and building, situated on all that plot of land bearing Plot No. 61 admeasuring 1345 sq. mts. Which is forming part of the larger property known as “FUNDUVEM” or “FONDUVEM”, situated at Fonduvem- Ribandar within the Jurisdiction of Corporation City of Panaji, North Goa District of State of Goa, which Property is described in the Land Registration Office under No. 6946 at Folio 158 overleap of Book B-18 New, enrolled in Taluka Revenue Office for Matiz Under No. 18 and presently surveyed under Chalta No. 52 of P.T.Sheet No. 14 City Survey of Panaji, which Property is bounded as under: On the North: By the Plot No. 62 and Road culvert of Municipal Road On the South: By Plot No. 60 On the East: By the Road On the West: By the Road Encumbrances known to the Bank: Rs. 1.17 lakh | Physical | 42.00 4.20 |

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| 2 | Borrower: M/s Ruby Industries (Proprietor Mrs. Rupa Alias Aparna Atmaram Gaonkar) Guarantor: Mr. Atmaram Gaonkar (Panaji Branch) | LB : 66.99 UAI : 9.43 PI : 0.95 Exp : 0.50 | All that piece or parcel of land viz. Plot No. 9 (Nine) admeasuring 302.00 sq. mts. or thereabouts of 'SHILPA ESTATES" forming part of Plot "A" admeasuring 8486.00 sq. mts. or thereabouts, forming part of Eastern Addition of the larger property known as "SASTIVADO" separated from its Western Addition by the national highway going from Bicholim to Mapuca, situated at Bordem, within the local limits of Bicholim Municipal Council, Taluka and Registration Sub District of Bicholim, District of Goa, in the State of Goa, and the said Plot No. 9 forming part of New Survey No. 7/10 of Village Bordem, Bicholim as an independent entity being bounded as follows: On or towards the East: By Plot No. 8 of the same sub- division On or towards the West: By Plot No. 10 of the same sub-division On or towards the North: By 8.00 mts. wide internal access road, and, On or towards the South: By the property bearing New Survey No. 7/13 Encumbrances known to the Bank: Nil | Physical | 46.00 |
| | | Total: 77.87 | | | 4.60 |

Terms & Conditions for E Auction Sale:

- 1) The Auction sale will be `Online E-Auction/Bidding through website <https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp> on **10th April, 2020** for mentioned property from **11:00 am to 12:00 pm** with **unlimited extensions of 10 minutes** duration each.
- 2) **The Last date for submission of online Bid is 7th April, 2020 by 5:00 p.m.**
- 3) The Bidders are advised to go through the website <https://www.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) The Bidders are required to register on E-Auction platform with <https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp> using his Mobile Number and a valid E-mail ID. For bidding in E-auction. For the said Registration, Intending bidder should hold a valid e-mail id and a Mobile Number. Bidders have to upload requisite KYC documents.
- 5) Bidders staying abroad/NRIs/PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.
- 6) 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.
- 7) Bid should be submitted online only in the prescribed format with relevant details, as available on the website from date of publication.
- 8) Prospective bidders may avail online training from website: <https://www.ibapi.in> & <https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp>. Educational videos are available on the websites.

- 9) The intending Bidders are required to deposit Earnest Money Deposit (EMD) amount either through NEFT / RTGS to Bidder Global EMD Wallet on using the webportal <https://www.mstcecommerce.com>. Bidder must verify and ensure that the account details entered are correct since the same will be used for processing all payment related events including refund of EMD.
- 10) Bidders may give offers either for one or for all the properties, as the case may be. In case of offers for more than one property, bidders will have to deposit the EMD for each property.
- 11) E-Auction is being held on “As is where is”, “As is what is”, and “Whatever there is” basis.
- 12) 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.
- 13) The Bidders shall improve their offers in multiple of Rs. 20,000/- (Rs. Twenty Thousand Only) during online bidding for property/ies.
- 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, on acceptance of bid price by the Authorised Officer, shall have to deposit 25% of the sale price (including Earnest Money Deposit already paid in Bidder Global EMD Wallet), 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 **Current Account No. 60001816667, Name of the A/c: Regional Office, Administrative Office Account; Name of the Beneficiary: Bank of Maharashtra; IFS Code: MAHB0000084**. The bidder shall mention the Property details/ Lot No. and his/her name for proper identification of the amount remitted. **The balance of the bid amount shall have to be deposited on or before the Fifteenth Day of confirmation of Sale.**
- 16) 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.
- 17) In respect of other/unsuccessful bidders, the EMD will be refunded without interest through Bidder Global EMD Wallet to the account from which it is received.
- 18) 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.
- 19) The intending purchasers can inspect the property/ies under Auction with prior appointment at his/her own expenses on **12th March, 2020 & 2nd April, 2020 from 11:00 a.m. till 4:00 p.m.** For prior appointment, please contact **Mr. Anand Suman, Chief Manager (ARC) and Authorised Officer (Tel: 0832- 2496210/ 2496200).**
- 20) 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.
- 21) 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.

- 22) 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.
- 23) 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.
- 24) 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.
- 25) On confirmation of the Sale by the Bank and compliance of the terms of payment, the Authorised 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 Security Interest (Enforcement) Rules, 2002. The said Sale Certificate shall be issued only in the same name in which the Tender is submitted and not be issued in any other name(s).
- 26) 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.
- 27) The Authorised Officer or the Secured Creditor shall not be responsible for payment of any interest on deposited amount due to any Cancellation/ Modification/ Stay/ litigation/ Court Order etc.
- 28) This Notice is also being issued in Vernacular language. In case of any question pertaining to interpretation, the English version shall be final.
- 29) The sale shall be subject to rules/ conditions prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
- 30) Disputes, if any, shall be within the jurisdiction of **DRT, Mumbai.**
- 31) Words and expressions used herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002 and the Rules framed thereunder.
- 32) 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.

Special Instructions: Bidding in the last minutes and seconds should be avoided in the Bidders own interest. Neither Bank of Maharashtra nor the Service provider will be responsible for any lapses/failure (internet failure/ power failure etc.)

Date: 09.03.2020

Place: Panaji, Goa

(Anand Suman)
Chief Manager (Assets Recovery Cell)
& Authorized Officer
Bank of Maharashtra
Goa Zone