

 बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत का परिवार का बैंक एक परिवार एक बैंक One Family One Bank	अंचल कार्यालय / Zonal office - औरंगाबाद /Aurangabad टेलीफोन/TELE: 0240 6645601 फेक्स/ FAX: 0240 6645606 ई/मेल-e-mail : zmaurangabad@mahabank.co.in	 एक कदम स्वच्छता की ओर 'स्वच्छता अभियान' की सफलता हेतु हम प्रतिबद्ध हैं
	प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे-5 Head Office: LOKMANGAL,1501,SHIVAJINAGAR,PUNE-5	

AX16/Notice 8(1)/Sale Notice 4/2019-20

Date: 21.09.2019

Sale Notice no AX16/4/2019-20

Terms & Conditions for E Auction

SI	Branch & Phone No.	Name of Borrower	Name of Guarantor	Amount Due	Short description of the property with known encumbrances	Possession Type	Reserve Price / Earnest Money Deposit	Last date of bid submission with EMD (DD/MM/YY)
1	Kannad Branch 02435-221043	Sandip Agro Services Aurala Proprietor Mr. Sandip Nanasaheb Jivarakh	1. Sonali Sandip Jivrakh(Sonali Bhanudas Patil) 2. Mr. Vijaysing Totaram Narade	Rs. 28,36,399 (Rs. Twenty Eight Lakh, Thirty Six Thousand, Three Hundred and Ninety Nine Only) plus interest and charges as applicable	Plot no. 20, Survey no. 11/2/1, admeasuring 190 sqr mtr, at Sarawaswati Colony, Kannad, Taluka Kannad, District Aurangabad (No known encumbrances)	Physical	Reserve Price Rs 1500000 (Rs Ffteen LakhOnly) EMD Rs 150000/- (Rupees One Lakh fifty Thousand Only)	22.10.2019 upt 5.00 pm.

- The auction sale will be 'On line E-Auction/Bidding through website <https://www.bankeauctions.com> on **23.10.2019 from 11.00 am to 12.00 pm** with unlimited extensions of 5 minutes duration each Bidders shall improve their offers in multiple of Rs. 10,000 /- (Rs. Ten Thousand Only) during online bidding for property/ies.
- Bidders are advised to go through the website <https://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.
- Registration of Bidders with Auctioneer Company (service provider) for bidding in e- auction as per the requirement of the Auctioneer Company is essential.
- Offer should be submitted online only in the prescribed format with relevant details, as available on the website from date of publication.
- 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.
- Bidders staying abroad/NR1s/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: www.c1india.com) and <https://www.bankeauctions.com> Contact _____ No **9594597555** (Mr. Hareesh Gowda) email hareesh.gowda@c1india.com).
9. E-Auction is being held on "AS IS WHERE IS AND WHATEVER THERE IS BASIS" after taking symbolic (Constructive). / Physical possession of the properties. Successful bidder/s shall have to get physical possession of the properties at his/their own cost, risk & responsibility for properties under symbolic (constructive) possession of the bank. Though the Bank will facilitate in taking possession by obtaining orders from the competent authorities.

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/ Cooperative 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.

- 10) The intending purchasers can inspect the property/ies with prior appointment at his/her own expenses **on 15.10.2019 between 11:00 Am to 04:00 Pm** For prior appointment please contact Chief Manager, SAMV Aurangabad email: cmmarc_aur@mahabank.co.in phn: 0240-6645618
- 11) Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT/ to the credit of **E Payment A/C** Current Account No. **60075641076 with Bank of Maharashtra, Kannad Branch, IFSC code: MAHB0000259 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.
- 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 Chief Manager, SAMV, Bank of Maharashtra, Zonal Officer, Aurangabad Zone so as to reach on or **before 22.10.2019 upto 5.00.**
- 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.



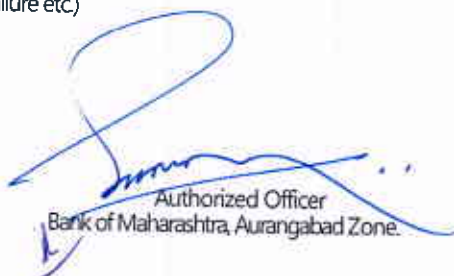
- 16) On confirmation of the sale by the Bank and compliance of the terms of payment, the Authorized officer shall issue a certificate of sale of the said property in favor of the successful bidder/purchaser in the form given in Appendix V to Enforcement of Security Interest Rules. The sale certificate 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 Annexure- B 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 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 thirty days' notice required under section 13(8) (6) of 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) Disputes, if any, shall be within the jurisdiction of Aurangabad Courts only.
- 24) 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: Aurangabad
Date: 21.09.2019




Authorized Officer
Bank of Maharashtra, Aurangabad Zone.

* The terms and conditions are only illustrative and the authorized Officer is at liberty to put such other terms and conditions as deemed fit.

AUCTION SALE PROGRAM
SCHEDULE OF IMMOVABLE PROPERTIES

Plot no. 20, Survey No. 11/2/1 admeasuring 190 sqr. mtr, at Saraswati Colony , Kannad, Taluka Kannad,
Dist. Aurangabad

Reserve Price: 15,00,000/-

EMD: 1,50,000/-

EMD Remittance Details: Deposit through NEFT/RTGS in the current account No. 60075641076, E
Payment Account with Kannad Branch,

IFSC Code: MAHB0000259

Bid Multiplier: Rs.10,000/-

Inspection of Properties: 15.10.2019, between 11.00 am to 4.00 pm (For prior appointment please
contact Chief Manager, SAMV Aurangabad, email: cmmarc_aur@mahabank.co.in, ph.: 02406645618

Last Date for submission of bid: 22.10.2019 upto 5.00 pm

Online Auction Sale: 23.10.2019 between 11.00 am and 12.00 pm with auto extension for 5 minutes in
case bid is placed within last 5 minutes.





BANK OF MAHARASHTRA

(A Govt. of India Undertaking)

Head Office: 'Lokmangal', 1501, Shivajinagar, Pune 411005
Zonal Office: Aurangabad Zonal Office, Mahabank Bhavan, C-3 Town Centre N1 CIDCO
Aurangabad
Telephone: 0240- 6645616

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.
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, possession of secured asset sold under e-auction by virtue of any Court Order received after e-auction is held

Name:

Signature:

Address:

e-mail id.....

Mobile.....



BANK OF MAHARASHTRA

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Aurangabad
Telephone: 0240- 6646616

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/liabilities 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 immediately 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 <https://www.bankeauctions.com> 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 multiples 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 Document.
 - 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. All 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 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. In any case extension to deposit 75% sale price shall not be granted more than Three months

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 be 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 form.
- 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 shall be borne by the successful bidder.
- 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.
- 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.

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 within 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:** All 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.
8. The highest and the latest bid on the auction shall supersede all 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 primarily 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 time 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.