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BANK OF MAHARASHTRA

(A Govt. of India Undertaking)

Head Office: 'Lokmangal', 1501, Shivajinagar, Pune 411005

Zonal Office: Mumbai City Zonal Office, Janmangal 45/47,

Mumbai Samachar Marg, Fort, Mumbai-23

Telephone:022-22675899

Branch Office:Gokhale Road Branch, 71, Gokhale Road North, Dadar Mumbai-28

Telephone:022 24226106 Email brmgr42@mahabank.co.in

Authorised Officer's Details: Address:
Name: Mr Rohit Sahasrabuddhe
E-mail ID: cmmarc_mcr@mahabank.co.in
Mobile No: 7045786088
Landline No (Off): 022-22675899

PUBLIC NOTICE FOR SALE OF MOVABLE & IMMOVABLE ASSETS CHARGED TO THE BANK THROUGH E-AUCTION UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT (SARFAESI ACT), 2002

The undersigned as Authorised Officer of Bank of Maharashtra has taken over possession of the following properties under Section 13(4) of the SARFAESI Act. Public at large is informed that e-auction (Under SARFAESI Act, 2002) of the charged properties in the below mentioned cases for realization of Bank's dues will be held on "AS IS WHERE IS BASIS" and "AS IS WHAT IS BASIS".

Name & Address of the Borrower	M/s Jakharia Enterprises Add: Shop No.6, Mohini Mansion, Mori Road, Mahim West, Mumbai 400 016 Proprietor: Mr Jitesh Nemchand Jhakharia Flat No. 5 , Lokhandwala Building, 2 nd Floor, S.T. Road, Mahim West, Mumbai 400 016
Credit Facilities and Account Nos.	Cash credit bearing account no.60125435977
Name & Address of the Guarantors/Mortgagors	1)Mr Nemchand Raichand Shah Add: 203, Mohta Complex, Near Dadabhai Pattreries, Ballarpur-442701 2)Mr Amol Laxman Patil Address: C/o Prasad Naik, Flat no.104,A wing, Aaditya Bridge Park, Near State Bank Colony, Jalgaon 3)Mr Raichand Mekar Shah Flat no.5, Lokhandwala Building, 2 nd Floor, S.T.Road, Mahim West, Mumbai 400016
Outstanding dues for Recovery of which properties are being sold	Rs.6,99,97,857.18 as on 15.01.2015 plus unapplied interest from 31/12/2014 at 14.75% and other expenses.

SCHEDULE OF IMMOVABLE PROPERTIES

Shop No. 6, on the Ground Floor of the Building Mohini Mansion, Society known as The Mohini Mansion Co-Operative Housing Society Ltd., Opposite Mahim Church situated at Mori Road, Mahim (West), Mumbai- 400 016 admeasuring 320 sq ft carpet

Reserve Price : Rs.1,50,00,000/-

EMD: Rs.15,00,000/-

e-Auction Website	http://www.bankeauctions.com
Date & Time of e-Auction	25.04.2018 between 11.30 a.m. to 12:30 p.m with auto extension for 5 minutes in case bid is placed within last 5 minutes
EMD Remittance Details	Deposit through NEFT / RTGS in the Account No. 60126083217 Name of the A/c: AUTHORISED OFFICER, MUMBAI CITY ZONE Name of the Beneficiary: Bank of Maharashtra IFS Code: MAHB0000002 or by way of demand draft drawn in favour of Bank of Maharashtra –M/s Jakharia Enterprises AND on any Nationalized or scheduled Bank, payable at Mumbai
Bid Multiplier	Rs1,00,000 /-
Inspection of properties	12.04.2018 between 11:00 a.m.to 05:00 p.m.
Submission of offline bid application with EMD	By 23.04.2018 upto 05:00 p.m
Date of Demand Notice	15.01.2015

- The properties are being held on "AS IS WHERE IS" and "AS IS WHAT IS BASIS" and the E-Auctions will be conducted "Online". The auction will be conducted through the Bank's approved service provider M/s.C1 India Pvt Ltd - at the web <https://www.bankeauctions.com>. Please visit <https://www.bankofmaharashtra.in/> for 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.Ganesh Patil, C1 India Pvt Ltd., Mobile number: 9821690968.
- 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.
- The intending purchasers / bidders are required to deposit EMD amount either through NEFT / RTGS in the Account No. **60126083217** Name of the A/c: **AUTHORISED OFFICER MUMBAI CITY ZONE** Name of the Beneficiary: Bank of Maharashtra IFS Code: **MAHB0000002** or by way of demand draft drawn in favour of "Authorised Officer, Bank of Maharashtra" drawn on any Nationalized or scheduled Bank, payable at Mumbai.
- Bidders shall hold a valid email ID as all the relevant information from Bank and allotment of ID & Password by **M/s C1 India Pvt. Ltd.**, shall be conveyed through e-mail ONLY.
- The intending bidder should submit the evidence for EMD deposit like UTR number 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. (ii) 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 Authorised Officer of Bank of Maharashtra Fort 45/47 Mumbai Samachar Marg, Janmangal Building, Mumbai-400 023 by **23.04.2018** upto 05:00 p.m. Scanned copies of the original of these documents are also required to be submitted to e-mail id displayed above.

6. Names of the Eligible Bidders, will be identified by the Authorised Officer, Bank of Maharashtra, Mumbai Zone to participate in online –auction on the portal <https://www.bankeauctions.com>. M/s C1 India Pvt Ltd will provide User ID and Password after due verification of PAN Card of the Eligible Bidders.
7. It shall be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid. The measurement of properties are approximate and mentioned as per available records however bidders are requested to personally verify at site and also from the records of the Revenue Authorities prior to participating in auction.
8. 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, on acceptance of bid price by the Authorised Officer, shall immediately i.e. on the same day or not later than next working day, as the case may be, pay a deposit of Twenty Five percent of the amount of the sale price which is inclusive of earnest money deposited, if any, to the authorized officer and in default of such deposit, the property shall be sold again. The balance of the sale price shall be deposited by the successful bidder on or before 15th day of auction. Default in deposit of any 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.
9. 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.
10. The prospective qualified bidders may avail online training of e-Auction from C-1 India Pvt. Ltd. prior to the date of e-Auction. Neither the Authorised Officer nor Bank of Maharashtra, nor M/s. C1 India Pvt. Ltd. shall 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 interested bidders are requested to ensure that they are technically well equipped with adequate power back-up etc. for successfully participating in the e-Auction.
11. The purchaser shall bear the applicable stamp duties / additional stamp duty / transfer charges fee etc. and also all the statutory / non-statutory dues, taxes rates assessment charges, fees etc. owing to anybody.
12. 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.
13. 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).
14. The sale shall be subject to rules / conditions prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act. 2002.
15. Bid form without EMD or with below EMD amount shall be rejected summarily.
16. The Bank is not liable to pay any interest/refund of EMD/sale price in case of any delay in issue of confirmation of sale/Sale Certificate by virtue of any Court Order.
17. This notice is also being published in vernacular. The English version shall be final if any question of interpretation arises.
18. 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.

**STATUTORY SALE NOTICE AS PER RULE 9 UNDER SECURITY INTEREST (ENFORCEMENT)
(AMENDMENT) RULES, 2002**

The borrowers / guarantors are hereby notified to pay the sum as mentioned above along with upto dated interest and ancillary expenses before the date of auction, failing which the property will be auctioned / sold and balance dues if any will be recovered with interest and cost.

Place: Mumbai
Date: 04.04.2018

(Rohit Sahasrabudhe)
(Mobile no.7045786088)
Chief Manager(ARC)
& Authorised Officer
Bank of Maharashtra



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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 :
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 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.

Signature:

Name:

Address:

e-mail id.....

Mobile.....



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General Terms and Conditions of Online Auction Sale

1. Nature and Object of Online Sale:

- The online e-auction sale is with the object of Free and Fair Sale, Transparency and for achieving best-possible recovery of public money.
- 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:

- Property is sold on as is and where is /on what it is/ no complaint basis.
- 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.
- 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.
- 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:

- Property/Assets can be inspected on the date(s) given in the public sale notice / tender document.
- Bidders shall inspect the property/Assets and satisfy themselves regarding the physical nature, condition, extent, etc of the property/Assets.
- Bidders are bound by the principle of caveat emptor (Buyer Beware).
- Complaints, if any, in the matter of inspection shall immediately be brought to the notice of the Authorised Officer.

4. Inspection of Title Deeds:

- Bidders may inspect and verify the title deeds and other documents relating to the property available with the Bank

5. Submission of bid forms:

- 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.
- Bids shall be submitted online before the last date and time given in the sale notice/tender document.
- Bids form shall be duly filled in with all the relevant details.
- Bidders staying abroad/NRIs/PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.
- 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.
- 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.
- 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 cannot 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.