बैंक ऑफ़ बड़ौदा
Bank of Baroda

ELLISBRIDGE Branch -
Pritamnagar 1st Slope, Ellisbridge,
Ahmedabad-380006. Ph.no. 079 26576052
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SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES

ANNEXURE-E [Abridged Sale Notice for publication in News Papers] "APPENDIX- IV-A [See proviso to Rule 6 (2) & 8 (6)]

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with provision 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), Mortgagor (s) and Guarantor (s) that the below described immovable property mortgaged/charged to the Secured Creditor, possession of which has been taken by the Authorised Officer of Bank of Baroda, Secured Creditor, will be sold on **"As is where is", "As is what is", and "Whatever there is"** basis for recovery of dues in below mentioned account/s. The details of Borrower/s/Mortgagor/Guarantor/s/Secured Asset/s/Dues/Reserve Price/e-Auction date & Time, EMD and Bid Increase Amount are mentioned below -

Sr. No.	Name & address of Borrower/s / Guarantor/s/ Mortgagor(s)	Detailed description of the immovable property with known encumbrances, if any	Total dues	Reserve Price, EMD and Bid Increase Amount	Type of Possession
1	**Mr. Maunesh N. Pandya & Dr. Harsha M. Pandya (A/c SYNERZEZ SOLUTIONS PVT LTD)**	All that right, title and interest as members of Prithvi co-operative Housing Society Limited, Part-2 in a piece or parcel of freehold land situated laying and being at Karambhumi-II village Vansajadal(Dhedhiya), Taluka Kalol, District Gandhinagar being plot No.G/6 of Block No. 129 of Mouje Vansjda(Dhedhiya) of Kalol Taluka in the registration district Gandhinagar and sub-District of Kalol admeasuring 1000.00 sq.yds. i.e. 936.13 sq.mtrs. Or thereabouts together with compound wall thereon.	**Total dues Rs. 1,83,28,561.83 as per demand notice u/s 13(2) dated 11-07-2022**	**Reserve PriceRs. 76,50,000 EMD: Rs. 7,65,000/- Bid inc: Rs.50,000/-**	**Physical**

Date & Time of E-auction : 28/02/2023, 02:00 PM to 06:00 PM | Property Inspectio n date & Time : 22.02.2023 - 11:00 AM to 02:00 PM

For detailed terms and conditions of sale, please refer to the link provided in **https://www.bankofbaroda.in/e-auction.htm** and **https://ibapi.in**. Also, prospective bidders may contact the authorized officer **Mobile 9978446515.**

AS PER SARFAESI Act, STATUTORY -30- DAYS SALE NOTICE TO THE BORROWER /GUARANTOR/ MORTGAGOR

The above mentioned borrower /s is/ are hereby noticed to pay the sum as mentioned in section 13(2) Notice in full before the date of auction, failing which property will be auctioned / sold and balance dues if any will be recovered with Interest and cost from borrowers/ guarantors /mortgagor.

Date: 13.01.2023, Place: Ahmedabad **Authorised Officer, Bank of Baroda**

TERMS AND CONDITIONS -

1. The Sale will be conducted by the undersigned through e-auction platform provided by the e-Auction service provider MSTC Ltd attheWebsite **https://www.mstcecommerce.com** on the date and time mentioned above. The intending Bidders/Purchasers are requested to register on portal https://www.mstcecommerce.com (direct link **https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp**) using their mobile number and email-id. Further, they are requested to upload requisite KYC documents. Once the KYC documents are verified by e-auction service provider (may take2 working days), the intending Bidders/Purchasers have to transfer the EMD amount using online mode in his Global EMD Wallet well in advance before the auction time. Bidder registration,submission & verificationofKYCdocumentsandtransferofEMDin walletmustbecompletedwellinadvance at least two days beforeauction date. In case Auction purchaser submits the KYC documents within two days preceding the Auction date, Authorized officer / Bank / e- Auction service provider is having liberty to accept and complete the KYC verification & EMD amount. However in such event the Authorized officer / Bank / e- Auction service provider will not be held liable for any delay/failure for verification of KYC documents and failure to transfer EMD in wallet. The interested bidder will be able to bid on the date of e-auction only if the Bidder's Global Walethave sufficient balance (>=EMD amount) as on the date and time of Auction. Bidders may give offers either for one or more properties. In case of offers for more than one property bidders will have to deposit EMD for each property.
2. Earnest Money Deposit (EMD) amount as mentioned above shall be paid online i.e. through NEFT after generation of Challan from (https:www.mstcecommerce.com) in bidders Global EMD Wallet. NEFT Challan will be valid for one transaction only. If multiple transactions are made, only first will be reconciled and other transaction(s) shall not be considered. NEFT transfer can be done from any Scheduled Commercial Bank. Only NEFT mode should be used for fund transfer. Use of any other payment mode would result in non-credit of EMD amount in the bidder's wallet.Payment of EMD by any other mode such as Cheques will not be accepted. The Earnest Money Deposited shall not bear any interest. For refund of EMD of the unsuccessful bidders, Bidder has to seek the refund online from e-Auction service provider by logging in https://www.mstcecommerce.comand by following procedure for refund given therein and only after seeking refund online, the refund will be made by the e-Auction service provider. EMD amount of the unsuccessful bidders will be returned without interest.
3. Platform (https:www.mstcecommerce.com) for e-Auction will beprovidedbyBank'seAuctionserviceproviderMSTCLimitedhaving its Registered office at 225-C, A.J.C. Bose Road,Kolkata-700020. TheintendingBidders/Purchasersarerequiredtoparticipateinthe e-Auction process at e-Auction Service Provider's website https:www.mstcecommerce.com. This Service Provider will also provide online demonstration/ training for the intending bidders/ purchasers on e-Auction on the portal before the e-auction. The Sale Notice containing the Terms and Conditions of Sale is uploaded in the Banks websites/webpage portal.**https://www.bankofbaroda.in/e-auction.htm**) and https://ibapi.in.Theintendingparticipantsofe- auction may download free of cost, copies Terms & Conditions of e-auction, Help Manual on operationalpart ofe-Auctionrelatedtothise-Auctionfrome-B7777-IBAPIportal https://www.ibapi.in). For Enquiries regarding bidder registration or bidding process, MSTC Central Helpline No. 033-2290-1004)
4. The bid price to be submitted shall be equivalent or above the reserve price and during the e-auction bidders will be allowed to offer higher bid in inter-se bidding over and above the last bid quotedandbyminimumincreaseinthebidamountgiveninthe table to the last higher bid of the bidders. The property will not be sold below the reserve price set by the Authorized Officer.The bid quoted below the reserve price shall be rejected. Thebidders shall increase their bids in multiplies of the amount specified in the public sale notice/Terms and condition of Sale. Unlimited extensionof10Minutesitimewillbegivenincaseofreceiptofbidinlastfiveminutes.Tenminutestimewillbealowedtobiddersto quote successive higher bid and if no higher bid is offered by any bidder after the expiry of ten minutes to the last highest bid, the e-auction shall be closed.
5. Intending Bidders are advised to properly read the Sale Notice, Terms & conditions of e-auction, Help Manual on operational part of e-Auction and follow them strictly.
6. In case of any difficulty or assistance is required before or during e-Auction process they may contact authorized representative of our e-Auction Service Provider **https://www.mstcecommerce.com**, (direct link **https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp)** contact details of which are available on the e-Auctionportal.
7. After finalization of e-Auction by the Authorized Officer, successful bidder will be informed by our above referred service provider through SMS/ email. (on mobile no/ email addressgiven by them/ registered with the service provider).
8. The successful Auction Purchaser / Bidder shall have to deposit 25% (Twenty Five Percent)ofthebidamount(i.e. including EMDamountdeposited earlier)immediately on finalization/concluding of Auction i.e. on the same day or not later than next working day. The balance amount of bid purchase price payable shall be paid by the successful Auction Purchaser/Bidder to the Authorised Officer on or before the fifteenth day of confirmation of sale of the property or such extended period as may be agreed upon in writing between the purchaser and the secured creditor, in any case not exceeding three months.In case of failure to deposit the amount as mentioned above within the stipulatedtime,theamountdepositedbysuccessfulbidderwillbe forfeited to the Bank and Authorized Officer shall have the liberty conduct a fresh auction/ sale of the property & the defaulting bidder shall not have any claim over the forfeited amoun tand the property.
9. Default of Payment: Default of payment of 25% of bid amount (less EMD) on the same day or the next working day as stated above and/ or 75% of balance bid amount within the stipulated time shall render automatic cancellation of sale without any notice. The EMD and any other monies paid by the successful bidder shall be forfeited to the Bank by the Authorised Officer.
10. Payment of sale consideration by thes uccesful bidder to the Bank will be subject to TDS under Section 194-IA of Income Tax Act 1961 and TDS is to be made by the successful bidder only at the time of deposit of remaining 75% of the bidamount. The successful Auction Purchaser / Bidder shall have to pay applicable GST to Bank on the bid amount.
11. On receipt of the entire sale consideration, the Authorized Officer shall issue the Sale Certificate as per Rules. The purchaser shall bear the stamp duties, including those of sale certificate, registration charges, all statutory dues payable to Government/any authority, Taxes, GST and rates andoutgoing,both existing and future relating to properties.
12. No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained. The Sale Certificate will be issued only in the name of the successful bidder.
13. 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 during this period. The deposit made by the successful-bidder, pending execution of Sale Certificate, will be kept in non-interest bearing deposit account. No request for return of deposit either in part or full/cancellation of sale will be entertained. 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 orcancellation against Authorised officer / Bank.
14. The Authorized Officer/Bank has the absolute right 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 without assigning any reason including calling upon the next highest bidder to perform in case the earlier bidder fails to perform.
15. The Intending purchaser can inspect the property on date and time mentioned above at his/her expense. For inspection about thetitledocument&otherdocumentsavailablewiththeBank,the intendingbiddersmaycontactBankofBarodaBranchduringoffice hours prior at least two days before auction date.
16. The property is being sold on "As is where is", "As is what is" and "Whatever there is" basis and the intending bidders should make their own discreet independent inquiries & verify the concerned Registrar/SRO/Revenue Records/ other Statutory authorities regarding the encumbrances and claims/rights/dues/ charges of any authority such as Sales Tax, Excise/GST/Income Tax besides theBank'schargeandshallsatisfythemselvesregardingthe,title nature, description, extent, quality, quantity, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the bank. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third party encumbrances/ claims/rights/dues.No claim of whatsoever nature regarding the property put for sale charges/encumbrances over the property or on any other matter etc., will be entertained after submission of the online bid.
17. The Bank does not undertake any responsibility to procure any permission/license, NOC, etc. in respect of the property offered for sale. The Authorised Officer/ Secured Creditor shall not be responsible 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 Bidderhastocomplywiththeprovisionsofincome Taxregarding purchase of property & to pay the tax to the authorities as per applicable rates.
18. 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. The Bank/Authorised Officer has the absolute right and discretion to accept or reject any bid or adjourn/ postpone/cancel the sale/modify any ters and conditions of the sale without any prior notice and assigning any reason. bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same. No counter-offer/conditional offer/conditions by the bidder and/or successful-bidder will be entrtained. Words and expressions ued herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002, and the Rules ramed thereunder.
19. The sale is subject to confirmation by the Secured Creditor Bank.
20. The sale is subject to conditions /Rules/Provisions prescribed in the SARFAESI Act 2002 and Security Interest (Enforcement) Rules, 2002 Rules framed there under and the conditionsmentionedabove. For detailed terms and conditions of sale, please refer to the link provided in **https://www.bankofbaroda.in/e-auction.htm and https://ibapi.in.** Also, prospective bidders may contact the authorized officer.