



बैंक ऑफ बड़ौदा
Bank of Baroda
 BSBID 0254 0010 0001

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ANNEXURE – F

[Terms and Conditions for Sale to be uploaded in Bank's website as well as at IBAP website]

TERMS AND CONDITIONS FOR SALE OF ASSET THROUGH ON LINE E-AUCTION UNDER SARFAESI ACT 2002

E-Auction Sale Notice for Sale of Immovable Assets under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with provision to Rule 4 (2) & 4 (6) of the Security Interest(Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower, 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 Authorized 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 (s)/ Guarantor (s) /Secured Asset/s/Dues/Reserve Price/s Auction date & Time, EMD and Bid Increase Amount are mentioned below:

Sr/ Lot No.	Name & address of Borrower/s / Guarantor /s/ Mortgagor (s)	Detailed description of FREEHOLD Immovable property with known encumbrances, if any	Total Dues.	Date & Time of E-auction	Reserve Price, EMD amount, Bid Increase Amount.	Status of Possession (Constructive /Physical)	Property Inspection date & Time
1.	M/s Patel Home Textiles, Village Sale Batha, Tehsil Hwara, Distt Una (Himachal Pradesh)	Factory Land & Building with the name of M/s Patel Home Textiles Co. Ltd situated at Wakra Mehlaithera, Babul Beh, Tehsil Hwara, Distt Una (Himachal Pradesh), Khata No. 155/D-26-75, Khewat No. 102, Khatori No. 121 measuring 2951 Sq. Yards registered with Vaska No. 139 Dated 04.07.2012.	Rs. 22,41,330/-	22.09.2021 From 02:00 P.M. to 03:00 P.M.	Rs. 100,00,000/- 10% of Rs. 10,00,00,000/- 10,00,000/-	POSSESSION	00.09.2021 to 01.09.2021 From 10:00 A.M. to 04:00 P.M.

TERMS AND CONDITIONS –

1. The Sale will be conducted by the unassigned through auction platform provided by the e-auction service provider MSL Ltd at the Website <http://www.msl.com/mso.com> on the date and time mentioned above. The intending Bidders/Purchasers are requested to register on portal <https://www.mso.com/mso.com> (direct link <https://www.mso.com/mso.com/indianbids/indianbids.aspx>) 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 take 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, admission & verification of KYC documents and transfer of EMD in wallet must be completed well in advance at least two days before auction 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 Wallet have 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. Earliest Money Deposit (EMD) amount as mentioned above shall be paid online i.e. through NEFT after generation of Cheque from (<https://www.mstccommerce.com>) in Bidder's Global EMD Wallet. NEFT Cheque will be valid for one transaction only. If multiple transactions are made, only first will be recorded and other transactions 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 lock the refund online from e-Auction service provider by logging in <https://www.mstccommerce.com> 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.mstccommerce.com>) for e-Auction will be provided by eAuction service provider MSTC Limited having its Registered office at 225-C, A.J.C. Bose Road, Kolkata-700020. The intending bidders / purchasers are required to participate in the e-Auction process at e-Auction Service Provider's website <https://www.mstccommerce.com>. This Service Provider will also provide online demonstration/ training for the intending bidders/ purchasers on e-auction on the portal before the auction. The Sale Notice containing the terms and conditions of Sale is uploaded in the Bank's website/website portal <https://www.bankofbaroda.in/direct-link-https://www.bankofbaroda.in/e-auction.html> and <https://www.bankofbaroda.in>. The intending participants of e-auction may download free of cost, copies Terms & Conditions of e-auction, Help Manual/operational part of e-auction related to this Auction from e-SPP-IBAP portal (<https://www.bankofbaroda.in>).
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 successive bidding over and above the last bid quoted and by minimum increase in the bid amount given in the 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. The bidders shall increase their bids in multiples of the amount specified in the public sale notice/terms and condition of sale. Limited extension of 10 minutes will be given in case of multiple bids in the last 5 minutes. To maintain the momentum to bidders to quote successive higher bid and if no higher bid is offered by any bidder after the expiry of last minutes to the last highest bid, the e-auction will 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 to 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.mstccommerce.com>, direct link <https://www.mstccommerce.com/customerhome/faq/index.asp> contact details of which are available on the e-Auction portal.
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 address given by them/ registered with the service provider.
8. The successful Auction Purchaser / Bidder shall have to deposit 25% (Twenty Five Percent) of the bid amount (including EMD amount deposited earlier) immediately on finalization/completion 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 Authorized Officer on or before the fifteenth day of confirmation of sale of the property or next indicated period as may be agreed upon in writing between the purchaser and the auctioneer. In any case not exceeding three months. In case of failure to deposit the amount as mentioned above within the stipulated time, the amount deposited by successful bidder will be 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 amount and the property.
9. Default of Payment: Default of payment of 25% of bid amount (see Entry) on the same day or the next working day or later than next working day and/ or 25% 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 Authorized Officer.

10. Payment of sale consideration by the successful bidder to the Bank will be subject to TDS under Section 194-1A of Income Tax Act 1961 and TDS is to be made by the successful bidder only at the time of receipt of remaining 75% of the bid amount. 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 rents and outgoing, both existing and future relating to properties.
12. No request for inclusion/exclusion 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/freeze/interim order passed by the OBT/DRAI/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 OBT/DRAI/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 against Authorized officer / Bank.
14. The Authorized Officer/Bank may 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 relying 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 the title document & other documents available with the Bank, the intending bidder may contact Bank of Baroda branch during office hours prior at least two days before auction date.
16. The property is being sold on "As is where it", "As is what is" and "Whatever there is" basis and the intending bidders should make their own distinct independent inquiries & verify the concerned Register/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 the bank's charge and shall satisfy themselves regarding the title nature, description, extent, quality, quantity, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids. The auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the bank. The Authorized 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/circumstances 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 provide any guarantee/warranty/ RDC, etc. in respect of the property offered for sale. The Authorized 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 sale 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.
18. The Authorized 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/ Authorized Officer has the absolute right and discretion to accept or reject any bid or adjourn/postpone/defer the sale/modify any terms 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 entertained. Words and expressions used herein above shall have the same meanings respectively assigned to them in SA/MSB Act, 2002, and the rules framed 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 as far as they apply and the conditions mentioned above. For more details if any prospective bidders may contact the auctioned office on Tel. No. 0172-5016673 Mobile: 7015452812.

Date: 05.09.2021

Place:- Chandigarh


(Harjit Kumar Chaudhary)
Authorized Officer, Bank of Punjab
ZCS/MB Chandigarh