

## **NOTICE OF SALE THROUGH PRIVATE TREATY**

BANK OF BARODA

ZOSAR BRANCH

**Address of the Branch** : H.No. 3-5-822/5, First Floor, Hyderguda Main Road, Beside Bikanerwala, Hyderguda, Telangana – 500029

**Authorised Officer's Details:**

Name : Mrs. S Anuradha  
Phone Nos. of Branch : 040-23421465  
E-mail ID of Branch : armhyd@bankofbaroda.com  
Mobile No : 9740202350  
Landline No. (Office) : 040-23421645

### **NOTICE AND STANDARD TERMS & CONDITIONS FOR SALE OF PROPERTY THROUGH PRIVATE TREATY**

The undersigned as Authorised Officer of Bank of Baroda has taken over possession of the schedule property(ies) u/s 13(4) of the SARFAESI Act.

Public at large and in particular to the Borrower (s), Mortgagor (s) and Guarantor (s) are informed that the below described Immovable/Movable property/ies charged to the Bank of Baroda and possession of which has been taken by the Authorised Officer of Bank of Baroda will be sold through Private Treaty on "As is where is", "As is what is", "Whatever there is" basis under following **terms & conditions for recovery of dues in below mentioned account/s.**

1. Sale through Private Treaty will be on "As is where is", "As is what is", "Whatever there is" basis and under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 6 (2) & 8 (6) of the Security Interest (Enforcement) Rules, 2002 (hereinafter referred as "Rules")
2. Prospective Purchaser is requested to submit application/offer to the Bank in attached format (**Annexure-B**) to purchase the property. Offer amount should be not less than the reserve price mentioned below. Prospective Purchaser should submit an application in (**Annexure-B**) to the Authorised Officer along with EMD @ 10% of Reserve Price with the following documents –
  - A. Pan Card (Mandatory)
  - B. Election ID/Electricity Bill/Passport/Bank Account Statement/ Any other valid and acceptable document showing the address (As address proof)
  - C. In case of Company, along with above, Board Resolution authorizing the officials of the company to participate in sale by Private Treaty.
  - D. Copy of proper authorization, in case of authorised officials.
  - E. Phone/Mobile Number /email ID
3. On receipt of the application offer, Bank will evaluate the same and complete other statutory procedures and communicate acceptance of offer thorough letter of sale of secured asset(s) to the prospective purchaser specifying the terms and conditions of the sale through Private Treaty.

4. The purchaser shall pay a deposit of 25% twenty five percent of the amount (including EMD amount) of the sale consideration on the same day or next working day of receipt of Bank's acceptance of offer and the remaining 75 % amount on or before 15 days or such extended period may be agreed upon in writing between the AO/Bank and purchaser, in any case not exceeding three months.
5. Failure to remit the amount as required under clause (4) above, will cause forfeiture of amount already paid including 10% of the amount paid along with application and the Authorized Officer shall have the liberty conduct a fresh sale of the property & the defaulting bidder shall not have any claim over the forfeited amount and the property.
6. In case of non-acceptance of purchasers offer by the Bank, the amount of 10% paid along with the application will be refunded without any interest.
7. On receipt of the entire sale consideration, the Authorised Officer will issue the Sale Certificate as per Rules. The purchaser has to bear all applicable stamp duty, registration fee, and other expenses, taxes, duties etc. No request for inclusion/substitution of names, other than those mentioned in the application, in the sale certificate will be entertained. The Sale Certificate will be issued in the name of the applicant purchaser only. 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. In case sale is cancelled due to any DRT/ Court order or delay in handing over physical possession or any other reasons, Bank will return the amount deposited without any interest.
8. The Bank reserves the right to reject any offer of purchaser without assigning any reason.
9. In case of more than one offer, the Bank will accept the highest offer or may conduct inter-se bidding among the interested purchasers.
10. In case of Immovable property, payment of sale consideration will be subject to TDS under Section 194-1A of Income Tax Act 1961 and TDS is to be deducted by the purchaser only at the time of deposit of remaining 75% of the bid amount. In case of Movable assets, the successful prospective purchaser shall have to pay applicable Goods & Service Tax (GST) or any the applicable tax over and above sale amount to Bank.
11. The property is being sold with all the existing and future encumbrances whether known or unknown to the Bank. The Authorised Officer / Secured Creditor Bank shall not be responsible in any way for any third-party claims / rights / dues.
12. The purchaser should conduct due diligence on all aspects related to the property (under sale through private treaty) to his satisfaction. The property is being sold on "As is where is", "As is what is" and "Whatever there is" basis and the prospective purchaser should make their own discreet independent inquiries & verify the concerned Registrar/SRO/Revenue Records/ RTO/ 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 Authorised Officer/ Secured Creditor shall not be responsible in any way for any third party encumbrances/ claims/rights/dues. The Bank does not undertake any responsibility to procure any permission/license, NOC, etc. in respect of the property offered for sale. The purchaser has to bear all applicable outstanding dues of water/service charges, transfer fees, electricity dues, and 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 property. The purchaser shall not be entitled to make any claim against the Authorised Officer / Secured Creditor in this regard at a later date.

13. Intending Bidders are advised to properly read the above terms & conditions of sale and follow them strictly.
14. Sale shall be in accordance with the provisions of SARFAESI Act 2002 and Security Interest (Enforcement) Rules, 2002 framed there under and the terms & conditions mentioned above.
15. The interested parties may contact the Authorised Officer for further details/ Property Inspection/any clarification and for submitting their application.

#### **SCHEDULE**

The details of Borrower/s / Mortgagor / Guarantor/s, Secured Assets, Total Dues, Reserve Price, EMD are mentioned below –

1	Name & address of Borrower/s / Guarantor/ Mortgagor s	<p><b>1. M/s. Ralco Steels Pvt Ltd</b> Reg Office at H.No.52/14/77/1 APSFC Building, 1<sup>st</sup> Floor, New Resapuvanipalem, Bulleya College Road, Visakhapatnam-530013 Also At: Plot No.55, H.No.11-9-35/1, Jagannatha Swamy Temple Road, Daspalla Hills, Visakapatanam-530038</p> <p><b>2. Mr. Ramesh Babu Cherukuru S/o. Mr. Subba Rao</b> Road No.2 Hema Mansion, Flat No. S-06, Near Kankatala Residency, Dasapalla Hills, Visakhapatnam</p> <p><b>3. Mr. Cherukuru Suresh Kumar S/o. Mr. Subba Rao</b> No.1322/6, Srijees Apartments, Golden Colony, Mohappair West Ext, Chennai, Tamilnadu-50</p>
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2	<p><b>Land and Building-</b> Give Description of properties/measurable area/extent and boundaries of such properties/nearest Landmark / with Postal Pin code etc.) with known encumbrances, if any Mortgaged by M/s. Ralco Steels Pvt. Ltd )</p> <p><b>In case of Plant and Machinery and other Movable Assets</b> (Assets descriptions viz. make, date of purchase etc. and description, its place of location along with nearest landmark/Postal Pin code etc.)</p>	<ol style="list-style-type: none"> <li>1. All the Plant and Machinery in Factory Premises at Bobilli</li> <li>2. All that the Factory Shed installed at the Factory Premises at Bobilli</li> <li>3. All that part and parcel of Factory Land at Plot No.1, Sy.No.12 admeasuring 40,466.70 Sq.Mtrs Situated at Bobbili Growth Centre, Panukuvalsa Village, Bobbili Mandal, Vizianagaram and in the name of M/s. Ralco Steels Pvt Ltd. (Agreement for sale of land vide Doct. No. 475/2011, SRO Bobbili) bounded by:</li> </ol> <p>North: 30 metre wide road South: Private Land East : Special Plot no.2 West : 20 metre wide road</p>
3	Total Dues.	<p><b>Rs.202,58,32,967/-</b> (Rupees Two Hundred Two Crore Fifty Eight Lakhs Thirty Two Thousand Nine hundred Sixty Seven only) as on <b>31.12.2022</b> together with further interest thereon from <b>01.01.2023</b> onwards at the contractual rate plus costs, charges and expenses till date of payment which has to be realized by the sale of the said properties.</p>
4	Reserve Price (Rs.) (below which the property will not be sold)	<p><b>Plant &amp; Machinery</b> - Rs.3,70,00,000/- (Rupees Three Crores Seventy Lakhs only) <b>Industrial Shed</b> - Rs.3,24,00,000/- (Rupees Three Crores Twenty Four Lakhs Only)</p>

		<b>Industrial Land - Rs.5,06,00,000/-</b> <b>(Rupees Five Crores Six Lakhs Only)</b>  <b>Total Cost of Plant and Machinery,</b> <b>Industrial Shed &amp; Industrial Land -</b> <b>Rs.12,00,00,000/- (Rupees Twelve</b> <b>Creore Only)</b>
5	Earnest Money Deposit (EMD)-	Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs Only)
6	EMD deposit Account No & IFSC Code.	A/c No - 27360015181869 IFSC Code - BARB0ARMHYD Branch - ZOSAR Branch Bank of Baroda
7	Status of Possession	Physical

**Date: 23.01.2023**  
**Place: Hyderabad**

**for Bank of Baroda**

**Authorised Officer**

Enc;- Annexure B - Application for Purchase of Property through Private Treaty.

**ANNEXURE – B**

**APPLICATION FOR PURCHASE OF PROPERTY THROUGH PRIVATE TREATY**

**APPLICATION FORM**

**The Authorised Officer**

**Date:**

**Bank of Baroda**

**ZOSAR Branch**

Dear Sir,

**Sub: Application for Purchase of Property through Private Treaty**

We refer your Notice and Standard Terms & Conditions dated \_\_\_\_\_ for Sale of below described Property through Private Treaty. I / We am / are interested to purchase the under-noted property through Private Treaty on “As is where is”, “As is what is”, “Whatever there is” basis in accordance with SARFAESI Act, 2002.

1	Property belonging to Shri/M/s:-	
2	Description of property :-	
3	Reserve Price property published:-	
4	Amount offered :-	

I / We have deposited Rs ..... (Rupees ..... only) as initial deposit through Draft/Cheque no./ RTGS / NEFT ..... dated.....in favour of Authorised Officer, Bank of Baroda.

I/We am/are have gone through the above Notice and Standard Terms & Conditions for sale through Private Treaty and conducted due diligence on all aspects related to the property to our satisfaction. I/ We am/are hereby agreed for all terms and conditions stated in notice & standard terms and conditions for sale of above property under private treaty.

I / We also enclose copies of the required KYC documents. We request you to kindly verify the same and communicate your approval in the matter.

Signature.....

Name.....

Address.....

.....Pincode.....

Phone No.....

Email ID.....

Enclosure:

- i. Pan Card (Mandatory).
- ii. Election ID/Electricity Bill/Passport/Bank Account Statement/ Any other valid and acceptable document showing address of the purchaser.
- iii. Copy of proper authorization, in case of authorised officials.
- iv. Board Resolution authorizing the officials of the company to purchase the property through Private Treaty (in case of Companies).

