TERMS AND CONDITIONS OF SALE OF IMMOVABLE SECURED ASSETS

1. Name and address of the Borrower, Co-Applicant and Guarantor	1	**Sri MotukuruNagaraju, S/o. M Venkateshwam** Hno.1-3-38, Jai Bharath Road Banswada, Kamareddy Dist:503187
	2	**Mr. Mothkuri Anil Kumar S/o. MothukuriBrahmaiah** Hno. 6-13/4, Chaitanya Colony, Banswada Kamareddy Dist:503187 (Guarantor)
2. Name and address of the Secured Creditor		**Union Bank of India, Branch – Banswada** **Ground Floor, H.No.1-1-83/15/1,** **Tadkole Road, Banswada- 503187**
3. Description of immovable secured assets to be Sold: -		
All that piece and parcel of existing RCC Residential Mulgi bearing no.1-3-38 constructed on a open plot adm 21 Sq. yds, Built up area is 189 Sq.feet situated at main Road , Banswada village and Mandal with in limit of Gram Panchayat Banswada, Sub registrar Banswada and dist Registrar Nizamabad. **Boundaries of the property:** East: Mulgi of PalthaChiranjeevlu West: Mulgi of ChiduraGangaiah North: 18'feet Wide GP Road South: 3' feet Wide Road.		
4.The details of encumbrances, if any known to the Secured Creditor		Nil
5. Last date for submission of EMD		26-11-2026 5:00PM
6. Date & Time of auction		**26-11-2026, Thursday from 12:00 pm to 5:00 pm** (with 10min unlimited auto extensions) E-auction website- https://ebkray.in
7.The secured debt for the recovery of which the immovable secured asset is to be sold:		**Rs.5,04,985.93/- (Rupees Five Lacs Four Thousand Nine Hundred Eighty-Five and paisa ninety-three only (interest charged upto 30.11.2023)+ interest+ any other charges**
8.1. Reserve price for the property / Properties below which the property will not be sold:		**Rs. 13,00,000/-(Rupees Thirteen Lacs Only)**
8.2. EMD Payable		**Rs. 13,00,000/-(Rupees Thirteen Lacs Only)**

9.1. Registration

The Online E-Auction will be held through web portal/website https://ebkray.in on the date and time mentioned above with unlimited extension of 10 minutes. The intending bidders / purchasers

required to register through https://ebkray.in (Buyer Registration – link provided in the home page of the website) by using their mobile number and valid email-id. The intending bidders / purchasers further required to upload KYC documents and Bank Details. The intending bidders / purchasers can be guided by the Buyer Manual provided in the home page of the website

9.2. KYC Verification

On completion of registration, the intending bidders / purchasers are required to upload KYC documents and Bank account details. Registration and uploading formalities shall be completed well in advance.

9. 3. EMD Payment

On completion of KYC verification, the intending bidders / purchasers may login and make the EMD payment, for EMD payment intending bidder/purchasers can be guided by the buyer manual provided therein after login as buyer. Payment can be made through payment gateway and also by way of creating challans and deposit the amount in the wallet. The payment shall be ensured well in advance before the stipulated time. If the required EMD amount is not held in the buyer Wallet, they will not be allowed to participate.

9.4 Bidding

The bidder has to select the property for which offer is submitted from the list mentioned in the above website and/ or bidder can directly enter Property ID.

9.5. Help Desk

- For queries contact Number: 8291220220 & email ID support.ebkray@paballiance.com
- For Registration and Login and Bidding Rules visit Buyer Manual link provided in the home page of https://ebkray.in
- ***For auction related queries e-mail to ubin0801976@unionbankofindia.bank.in or contact Mob: 9099931766***

9.6 Steps Involved

- Register on https://ebkray.inusing mobile number and email ID.
- Upload requisite KYC Documents.
- Pay EMD amount by Payment Gateways and also by Generate challan and transfer EMD amount to bidder's EMD Wallet.
- Submission of bid shall be through Online mode on the auction date and time.
- In case of successful Bid, the balance bid amount to be paid as per the terms as mentioned hereunder.

Bidders are advised to go through the website: https://www.unionbankofindia.co.in/auction-property/view-auction-property.aspx and www.unionbankofindia.co.intenders for detailed terms and conditions of Auction Sale before submitting their bids and taking part in the E-Auction sale proceedings. Successful bidder will be intimated through e-mail after the closing of the e-Bidding Process.

10. The intending bidders may, if they choose, after taking prior appointment from the Authorized Officer, inspect the immovable/movable secured assets to be sold before the date of E-Auction. It shall be the sole responsibility of the bidders to inspect and satisfy themselves about the secured assets and specification before submitting the bid. On participation by any person or corporate it shall be deemed that the bidders have fully satisfied themselves as to the property /assets and claims/ dues affecting the property under Sale in all respects.

11. In case of bidding the bid increment shall not be less than **Rs. 13000/-** in excess of highest bid amount or the immediately preceding bid, as the case may be with multiple increment value of **Rs.13000/-.**
12. The sale will be confirmed in favour of the highest bidder and the confirmation of sale shall be subject to the confirmation by the Secured Creditor.
13. Bids once made shall not be cancelled or withdrawn. The failure on the part of bidder to comply with any of the terms and conditions of e-auction, mentioned herein will result in forfeiture of the amount paid by the bidder.
14. The successful bidder so declared by the Authorised Officer shall deposit 25% of the Sale Price (inclusive of EMD) in Cash/DD/RTGS/NEFT/Internet transfer/Cheque subject to realisation, immediately on the sale day or not later than next working day with the Bank in the **account bearing Number 019711980050000**and the balance 75% of the Sale Price on or before 15th day of confirmation of Sale or within such extended period as agreed upon in writing between the secured creditor and the purchaser, in any case not exceeding 3 months. In the event of failure to tender 25% (15%+EMD) of the sale price as per the terms of Sale by the successful bidder, the EMD so deposited by him shall be forfeited to secured creditor and the bid accepted shall stand cancelled automatically and the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold. In default of payment of balance amount of purchase price before 15 days from the date of confirmation of sale by the Secured Creditor or such extended period as may be mutually agreed upon between the secured creditor and the purchaser (not exceeding 3 months) the amount already deposited by the auction purchaser shall be forfeited and the property shall forthwith be sold again and the defaulting purchaser shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
15. The Authorised Officer may, where the property sold is subject to any encumbrances, if he thinks fit, allow the purchaser to deposit with him the money required to discharge the encumbrances and any interest due thereon together with such additional amount that may be sufficient to meet the contingencies or further costs, expenses and interest as may be determined by him. On such deposit of money for discharge of encumbrances, the Authorised Officer may issue or cause the purchaser to issue the notices to the persons interested in or entitled to the money deposited with him and take steps to make the payment accordingly.
16. On confirmation of sale by the secured creditor and if the terms of payment have been complied with by the successful bidder, the Authorised Officer shall issue a certificate of sale of immovable property in favour of the purchaser in Appendix-V to the Security Interest (Enforcement) Rules, 2002.
17. Legal charges for conveyance, stamp duty, registration charges and other incidental charges as applicable shall be borne by the successful bidder only.
18. As per provision of Section 194-IA of Income Tax Act, 1961, TDS @ 1 % will be applicable on the sale proceeds or stamp duty value of such property, whichever is higher, where either sale proceeds or stamp duty value is Rs. 50,00,000/-(Rupees fifty lakhs) and above. The successful bidder/ purchaser shall deduct the TDS from the sale price and deposit the same with the Income Tax Department quoting Bank's name and PAN as a seller and submit the original receipt of the TDS certificate to the Bank (Applicable for immovable property, other than Agricultural land). In case of movable/plant & machinery/stocks/goods etc. GST charges will be applicable as per the prescribed norms over & above the sale price.
19. The Authorised Officer will deliver the property on the basis of Possession taken on as is where is basis, to the purchaser free from encumbrances, known to the Secured Creditor on deposit of money by the purchaser towards the discharge of such encumbrances.
20. The certificate of sale will be issued specifically mentioning whether the purchaser has

Classification: Internal

purchased the immovable/movable secured assets free from any encumbrances known to the secured creditor or not. No request for change of name in the sale certificate other than the person who submitted the bid/participated in the auction shall be entertained.
21. The unsuccessful Bidders who have deposited EMD shall be entitled to have the same refunded without any interest immediately after the confirmation of sale by the Authorised Officer in favourof successful bidder. The unsuccessful bidder is required to place request for refund with https://ebkray.in The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).
22. Bank, the Secured Creditor, reserves the right to accept / reject the highest bid without assigning any reason thereof or to cancel the sale.
23. In case any dispute arises as to the validity of the bid(s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of the Bank shall be final. In such an eventuality, the Bank shall in its sole discretion be entitled to call off the sale and put the property to sale once again on any date and at such time as may be decided by the Bank
24. The bank/service provider for e-auction shall not have any liability towards bidders for any interruption or delay or technical snag in access to the site irrespective of the causes.
25. The above immovable secured assets will be sold in **"As is where is", "As is What is" and "whatever there is"** condition.
26. The entire sale consideration shall be exclusively available for appropriation towards dues to the Bank and it is exclusive of encumbrances of all statutory dues, maintenance charges and other dues/charges if any, shall be settled by the proposed purchaser out of his own sources.
27. To the best of information and knowledge of the Authorised Officer, there is no encumbrance on the property. However, the intending bidders should make their own independent enquiry regarding the encumbrances, title of the property put to auction and the 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 to sell the property. The Authorised Officer/Secured Creditor shall not be responsible in any way for any third-party claims/rights/dues.

Place : BANSWADA **CHIEF MANAGER**
Date : 03-11-2026 **AUTHORISED OFFICER**