TERMS AND CONDITIONS FOR SALE OF ASSET THROUGH ONLINE 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 proviso to Rule 6 (2) & 8 (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/e-Auction date & Time, EMD and Bid Increase Amount are mentioned below -

TERMS AND CONDITIONS –

1. The Online E-Auction will be held through auction portal website i.e. **https://baanknet.com** on the date and time mentioned above with unlimited extension of 10 minutes. The intending bidders / purchasers are required to register through **https://baanknet.com** (Buyer Registration – link provided in the home page of the website) by using their mobile number and valid email-id. The intending bidders / purchasers are 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 auction portal website.

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.

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. Interested bidder may deposit Pre-Bid EMD with **https://baanknet.com** Auction portal before the close of e-Auction. 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://baanknet.com** and by following procedure for refund given in Buyer manual 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.

4. While 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.

Help Desk

- For queries contact Number: 8291220220 & email ID **support.BAANKNET@psballiance.com**
- For Registration and Login and Bidding Rules visit Buyer Manual link provided in the home page of https://baanknet.com .
- For auction property related queries, Bidders may contact Bank officials on the contact details given in last para.

STEPS INVOLVED -

- Register on https://baanknet.com using mobile number and email ID.

- Upload requisite KYC Documents.
- Pay EMD amount by Payment Gateways and also by Generating challan and transfer EMD amount to bidder's EMD Wallet.
- After EMD amount is reflected in Bidder's e-wallet, Bidder needs to participate in the auction by clicking on the "Participate" option of the particular property.
- 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.

5. 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 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 multiplies of the amount specified in the public sale notice/Terms and condition of Sale. Unlimited extension of 10 Minutes time will be given in case of receipt of bid in last ten minutes. Ten minutes time will be allowed to bidders to 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.

6. 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.

7. If the bidder/s are bidding for properties in symbolic possession, the following terms and conditions will be applicable as per Bank's extant guideline' which is summarized below;

- ***Property is in Symbolic Possession and Bidder is purchasing the property in symbolic possession at his/own risk & responsibility.***
- ***Bank will hand over the possession of property symbolically only and Successful Auction bidder/purchaser will not claim physical possession from the Bank.***
- ***Bank will not be responsible, or duty bound for handing over of physical possession.***
- ***Successful Auction Purchaser will not be entitled to claim any interest, in any case of return of money.***
- ***Successful Auction Purchaser must submit the Declaration Cum Undertaking confirming the above terms & condition immediately after e-Auction.***
- ***Subsequent to sale if successful bidder fails to submit Declaration Cum Undertaking, the bid EMD amount will be forfeited (for which every bidder is deemed to have accorded his/her consent when he/she accepts terms and conditions in BAANKNET portal for participation in e-auction).***

8. After finalization of e-Auction by the Authorized Officer, successful bidder will be informed by our above referred service provider through email on email address registered with the service provider.

9. The successful Auction Purchaser / Bidder shall have to deposit 25% (Twenty Five Percent) of the bid amount (i.e. including EMD amount deposited 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 Authorized 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 stipulated time, the amount deposited by successful bidder will be forfeited to the Bank and Authorized Officer shall have the liberty to conduct a fresh auction/ sale of the property & the defaulting bidder shall not have any claim over the forfeited amount and the property.

10. 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 Authorized Officer.

11. 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 deposit of remaining 75% of the bid amount. The successful Auction Purchaser / Bidder shall have to pay applicable GST to Bank on the bid amount.

12. 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 and outgoing, both existing and future relating to properties.

13. 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.

14. 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, 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 against Authorized officer / Bank.

15. 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.

16. 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 bidders may contact Bank of Baroda Branch during office hours prior at least two days before auction date.

17. 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 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 e-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/encumbrances over the property or on any other matter etc., will be entertained after submission of the online bid.

18. The Bank does not undertake any responsibility to procure any permission/license, NOC, 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 said 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.

19. 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/cancel 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 SARFAESI Act, 2002, and the Rules framed thereunder.

20. The sale is subject to confirmation by the Secured Creditor Bank.

21. 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 terms & conditions mentioned above. For more details if any prospective bidders may contact the authorized officer on Mobile

Date: -
Place: -

Name:
Authorised Office Bank of Baroda