बैंक ऑफ़ बड़ौदा
Bank of Baroda

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-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 addressgiven 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 (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 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 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 (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 the successful 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 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 rates and outgoing, 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 or cancellation 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.

**Post Office Road Adipur Branch, Adipur , District Kutch,Gujarat ,**
**Pin:370205, IFSC Code- BARB0DBADIP**
**Telephone No. 02836-260475Email ID: dbadip@bankofbaroda.co.in**



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Bank of Baroda

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 bidders 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 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 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 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 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 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.

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 conditions mentioned above. For more details if any prospective bidders may contact the authorized officer on Tel No.-_____ _, Mobile-

21. The Sale is Subject to Outcome of S A 626/2019 filed at DRT II Ahmedabad.

Name :- A Kumar Rao

Authorised Officer

Chief Manager

Date: 07-09-2021

Place: Sukhpar

Post Office Road Adipur Branch, Adipur , District Kutch,Gujarat ,
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