

TERMS & CONDITIONS OF SALE:

1. The auction sale will be E-auction online / Bidding through website <https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp> on **25.07.2023 at 11.00 AM to 05.00 PM (With multiple extensions of 10 minutes till the sale is concluded).**
2. The intending bidders should one time register their names at portal <https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp> and get their User ID and Password, where upon they would be allowed to participate in online e-auction on the said portal. EMD has to be deposited to their MSTC EMD Wallet.
3. To view the details of the property go to the above mentioned website and click on **IBAPI WEBSITE** link provided in that page.
4. Intending bidders shall hold a valid email address & Mobile Number for registration in auction portal.

Registration Procedure in MSTC:

- Step 1: Bidder/Purchaser Registration: Bidder to register on e-Auction Platform using his mobile number and email-id.
- Step 2: KYC Verification: Bidder to upload requisite KYC documents. KYC documents shall be verified by e-auction service provider (may take 2 working days).
- Step 3: Transfer of EMD amount to Bidder EMD Wallet:
 - The mode of EMD payment is strictly **through NEFT only**. No any other mode is allowed. Challan generated on e-Auction Platform only to be used for amount remittance.
 - **Amount transferred through RTGS will be bounced. Only NEFT Mode is acceptable irrespective of any amount.**
- Step 4: Bidding Process and Auction Results: Interested Registered bidders can bid online on e-Auction Platform after completing Step 1, 2 and 3.
- Bidders may visit the above site where “Guidelines” for bidders are available with educational videos.
- Please refer the FAQ available in MSTC website for more information about registration and EMD related queries.

Note to bidders:

- Name of registering bidder and address should match with the KYC uploaded.
- Authorised Officer/Bank shall not be held responsible for any delay in registration/approval of KYC documents.
- Authorised Officer/Bank shall not be held responsible for any technical issues/failures in registration process.

For any queries with regard to the bidder registration/EMD remittance and other MSTC related issues please contact the below IVRS Help Desk number.

The MSTC/IBAPI has launched newly **IVRS based Single Help Desk No. (07969066600)** from 29th August.

After dialling the No.07969066600, we can choose the option 4 related to “e-Bkay portal for bank NPA Properties”. Then after, to move forward again 1 to 6 different options are available for different issues. To talk to Customer care Executives within IBAPI/MSTC, we need to press 6.

Bidder can also mail to

- Operations related (Registrations related Queries)- ibapiop@mstcecommerce.com
- Finance Related (EMD payment/refund related Queries)- ibapifin@mstcecommerce.com

5. Bidders are advised to go through the website <https://www.bankofindia.co.in> for detailed terms and conditions of auction sale before submitting their bids and taking part in the E-auction sale proceedings. And submit duly signed undertaking along with submission of bid.
6. Bidder shall be deemed to have read and understood all the terms and conditions of sale published in newspaper as well as uploaded in Bank/Auction portal and be bound by them. It is also deemed that the bidder has consented and agreed to all terms and conditions of Banks once the bidder has paid the EMD.
7. The property shall be sold for over and above the reserve price and hence the bid price to be quoted shall be over and above the reserve price with the minimum bid increase amount as given above as the case may be and in the event of more than one bidder in the auction the bidder shall improve their offers in multiples of bid increase amounts given above as the case may be during online bidding.
8. The Successful bidders shall have to pay 25% of the sale price including EMD on the same day of the sale or not later than next working day, as the case may be and the balance 75% amount of sale price within 15 days of confirmation of sale communicated to them. In the event of failure to pay the 25% of the amount or the balance amount within the stipulated period as stated above, the amount paid earlier will be forfeited and property shall be resold and the defaulting purchaser shall forfeit all claims to the property.
9. **The Sale is subject to confirmation by the bank. In the event of cancellation of sale before or after the sale is conducted for any reason at the discretion of authorized officer or by order of any court/tribunal, the bidder shall not have any claim whatsoever or interest of whatsoever nature on either on the amounts already deposited by the Highest successful bidder or against the secured asset or against the bank. In the event of delay in confirmation of sale/ issuing sale Certificate/handing over possession of the property on account of any reason or restraint orders of court, the bidder shall not have any claim against the bank of whatsoever nature. It is reiterated and clarified that the amount paid by the successful bidder shall not bear any interest and thereby no such claim for payment of interest can be made by the bidders under any circumstances.**
10. EMD of unsuccessful/Registered bidders will be available in the wallets of the respective bidders and it is the bidder's discretion to raise refund request by following due procedure of MSTC. Authorised officer/Bank shall not be held responsible for any delay in validation of mandate by MSTC or delay in refunding the EMD amount.
11. Successful bidder have to produce his KYC documents (uploaded in portal) in original for bank's verification at the time of remittance of 25% bid amount. At the same time, Bidder shall submit the duly signed undertaking at the Bank's branch.
12. The property will be sold in "As is where is", "As is what is" and "Whatever there is" and the intending bidders should make discreet enquiries as regards any claim/court case / litigation/charge on the property of any authority besides the Bank's charge and should satisfy themselves about the title, extent, quality and quantity of the property before submitting the bids. No claims 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 bid. Further, the intending bidder shall ascertain and satisfy himself about any statutory claims on the property like property tax, electricity, water, Welfare Association Maintenance dues or any other dues etc. prior to submitting bid. The Authorised Officer/ secured creditor shall not be responsible in any way for any third party claim/ right/dues. No claim of whatsoever nature will be entertained after submission of the online bid regarding property/ies put for sale.

It is hereby informed that recently the Govt of Telangana has announced in press and other social media that no property will be registered if it is situated in unauthorized lay out etc. Therefore, it is the responsibility of the bidder to ensure about the registrability of any property under sale. Bank will not cancel the sale and bidder is not entitled any refund of EMD or sale consideration due to non-registration of sale certificate. Hence, the bidders should satisfy themselves about the same before participating in any bid.

13. The undersigned has the absolute right and discretion to accept or reject any bid or adjourn, postpone/ cancel the sale, modify and terms and conditions of the sale without any prior notice and assigning any reason.
14. Where ever the properties are sold under Symbolic Possession, possession of properties will be handed over to the auction purchasers after obtaining orders through CMM/DM courts and if any stay is granted on sale or sale being cancelled by the courts, no interest will be paid to the successful bidders, while returning the amount.
15. The Purchaser shall bear the stamp duty, charges including those sale certificate/s, registration charges, all statutory dues payable to government, taxes and rates and outgoings both existing and future and income tax at source GST, if any at the time of issuance of sale Certificate or later relating to the properties.
16. The intending purchasers can inspect the property by prior appointment with the aforesaid branch on any working day before the date of sale at his/her expenses for inspection of property and further details of the property please contact the Phone numbers given in sale publication.
17. Prospective bidders are advised to peruse the copies of the title deeds with the bank in the branch premises only and copies of the same will not be furnished to the bidders and bidders on their own to verify the latest Encumbrance certificate and other revenue / municipal records to exercise diligence and satisfy themselves on the title and encumbrances if any over the property along with registrability of the property.
18. Authorised officer/Bank is not liable to demarcate or handover physical possession of any open lands under sale to purchasers.
19. All bids made by from the user ID given to the bidders will be deemed to be have been made by him/her only. Bids once made shall not be cancelled withdrawn.
20. The sale is subject to other conditions prescribed in the **SARFAESI Act**, Rules 2002 amended from time to time along with conditions mentioned above and also subject to pendency of cases/litigation if any pending before any court/ tribunal and its outcome.
21. Notwithstanding the provisions of SARFAESI Act, the Authorized Officer/ Bank reserves its right to entertain any Compromise or OTS with Borrower/Guarantors for complete resolution of the account due to which sale may be cancelled either before conducting the sale or at any time before the registration of sale certificate. However, Borrower or Guarantors do not have any right to demand Compromise or OTS which is at the discretion of the Bank/AO.
22. The bidders may participate in E-Auction for bidding from their places of choice/internet connectivity shall have to be ensured by the bidder himself. Bank/ service provide shall not be held responsible for internet connectivity, network problems, systems crash down, power failures, wrong entries, erroneous typing etc.
23. The auction purchaser shall bear the TDS wherever applicable including other statutory dues, registration charges & stamp duty etc wherever applicable.
24. Particulars of the property / assets viz. extent & measurements specified in the E-Auction Sale Notice has been stated to the best of information of the Bank and Bank shall not be answerable for any error, misstatement or omission. Actual extant & dimensions may differ which may be satisfied by the bidder before the date of sale by verification of documents and inspection of property.
25. The decision of the Authorized Officer is final, binding and unquestionable.
26. All bidders who submitted the bids, shall be deemed to have read and understood the terms and conditions of the E-Auction Sale and be bound by them.
27. The Notice is also applicable to Borrower (s), Guarantor (s), legal heirs of borrowers & guarantors and the public in general.

Date: 04.07.2023
Place: Hyderabad

Sd/-
Authorized officer
Bank of India

NOTICE TO BORROWER, GUARANTORS, AND LEGAL HEIRS OF BORROWERS AND GUARANTORS:

Dear Sir/Madam, The undersigned being the Authorized Officer of the Bank of India is having full powers to issue this notice of sale and exercise all powers of sale under Securitization and Reconstruction of Financial Assets and Enforcement of Interest Act, 2002 and the Rules framed there under. You have committed default in payment of outstanding dues and interest with the monthly rest, cost and charges etc. in respect of the advances granted by the bank mentioned above. Hence, the Bank has issued demand notice to you under section 13 (2) to pay the above mentioned amount within 60 days. You have failed to pay the amount even after the expiry of the 60 days. Therefore, the authorized officer in exercise of the powers conferred under section 13 (4), took possession of the secured assets more particularly described in the schedule mentioned above and a sale notice was issued to pay the amount before the publication of the notice in newspaper, but you failed to pay. Please note that all expenses pertaining to demand notice, taking possession, valuation and sale of assets etc. shall be first deducted from the sale proceeds which may be realized by the undersigned and the balance of the sale proceeds will be appropriated towards your liability as aforesaid. You are at liberty to participate in the auction to be held on the terms and conditions thereof including deposit of earnest money or bring suitable buyers. (The Amount recovered in the course of SARFAESI Action will be taken into consideration while arriving at the balance liability).

Date: 04.07.2023
Place: Hyderabad

Sd/-
Authorized officer
Bank of India