

**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 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. Notice is hereby given to the public in general and in particular to the Borrower, Mortgagor(s), Guarantor(s) & legal Heirs that the below described immovable property mortgaged/charged to the Secured Creditor, possession of which has been taken by the Authorised 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) /Legal Heir(s)/Secured Asset/s/Dues/Reserve Price/e-Auction date & Time, EMD and Bid Increase Amount are mentioned below –

Sr No	Name & address of Borrower/s/Guarantor/Mortgagors/Legal heirs	Description of the immovable property with known encumbrances, if any	Total Dues	Date & Time of E-auction	Reserve Price/ Earnest Money Deposit (EMD)/ Bid Increase amount	Status of Possession (Symbolic/ Physical)	Property Inspection Date & Time
1.	<p>Borrower: M/s Chandra Jewellers Proprietor Late Mr. Shomesh Soni (since deceased) s/o Ramchandra Swarnkar. Legal Heirs of Late Mr. Shomesh Soni</p> <p>1) Mrs. Rita Soni wife of Late Mr. Shomesh Soni</p> <p>2) Master Naiflik Soni minor son &amp; Legal Heir of Late Shomesh Soni under Guardianship of Mrs. Rita Soni (mother)</p> <p>3) Miss Nirali Soni minor daughter &amp; Legal Heir of Late Shomesh Soni under Guardianship of Mrs. Rita Soni (mother)</p> <p>Guarantor:</p> <p>1) Mr. Aamesh Soni; 2) Mrs. Chandrawati Devi (since deceased).</p> <p>Legal Heirs of Late Chandrawati Devi</p> <p>1) Mr. Gunjan Soni 2) Mr. Saurabh Soni all son &amp; Legal Heir of Late Mrs. Chandrawati Devi and any other Legal Heir of Late Mrs. Chandrawati Devi.</p> <p>Address: House no. 43/1, Ward No. 22, Nirala Nagar, Daroga ji ki Gali, Robertsganj, Sonbhadra-231216</p>	<p>Equitable mortgage of Immovable property situated at Arazi No.413, Area 2031 sq. feet (1231 sq. feet residential &amp; 800 sq. feet commercial) or Plot no.1091, 1092, Area 2031 sq. feet mentioned in Nagar Palika Abadi Khashra Year 1940-41, Mohalla Daroga ji ki gali, Ward no.25, Mauza Tad ke Daur urf Robertsganj, Sonbhadra standing in the name of Late Chandrawati Devi (Guarantor/Mortgagor) now inherited by her legal heirs.</p> <p>Boundaries as per Sale deed:</p> <p>East- Daroga ji ki Gali West- House of Bhola Halwai &amp; Chakki North- Vijaygarh Talkies Road South- 7 feet Gali</p>	<p>Rs.33,81,678.80 + interest + other expenses (minus amount, if any, paid after the issuance of Demand Notice)</p>	<p>25.06.2024</p> <p>Time: 2:00 p.m. to 6:00 p.m.</p>	<p>Rs.90,00,000/- - Rs.9,00,000/- Rs.10,000/-</p>	Symbolic	<p>24.06.2024</p> <p>Time Between 2:00 p.m. to 6:00 p.m.</p>
2.	<p>Borrower/s: Mrs. Rani Devi (since deceased), Shri Sanjay Kumar &amp; Smt. Phool Kumari.</p> <p>Address: N 4/44, Karaundi, Post Susuwahi, District Varanasi.</p> <p>Guarantor: Mr. Ajay Kumar s/o Late Shri Ram Lakhani. Address: House no. 4/62, Karaundi, Post Susuwahi, District Varanasi.</p> <p>Legal Heirs of Late Rani Devi: Mr. Vijay Kumar Patel, Mr. Ajay Kumar Patel and Mr. Sanjay Kumar Patel all sons of Late Ram Lakhani</p>	<p>Equitable Mortgage of all that part &amp; parcel of immovable property consisting of G+1 having Land area 1360 square feet, built over part of Arazi No. 193/1, Mauza Karaundi, Pargana Dehat Amanat, Varanasi within the registration of Sub-district Varanasi and District Varanasi standing in the name of Mr. Vijay Kumar Patel, Mr. Ajay Kumar Patel and Mr. Sanjay Kumar Patel all sons of Late Ram Lakhani.</p> <p>Bounded as per Sale deed:</p> <p>East: Road; West: House of Rani Devi; North: Panchkoshi Road; South: Land of Kailash &amp; Others.</p>	<p>Rs.6,76,000/- + interest + other expenses (minus amount, if any, paid after the issuance of Demand or Possession Notice)</p>	<p>25.06.2024</p> <p>Time: 2:00 p.m. to 6:00 p.m.</p>	<p>Rs.66,51,000/- - Rs.6,65,100/- Rs.10,000/-</p>	Symbolic	<p>24.06.2024</p> <p>Time Between 2:00 p.m. to 6:00 p.m.</p>

3.	<b>Borrower/s:</b> Mr. Pradeep Yadav s/o Shri Swaminath & Smt. Mira Devi w/o Mr. Pradeep Yadav. Address: Village Tiyara, Post Tiyara, Chakia, Sahabganj, District Chandauli-232118. <b>Guarantor:</b> Shri Swaminath s/o Late Ramdas. Address: Village Tiyara, Post Tiyara, Chakia, Sahabganj, District Chandauli-232118	Equitable Mortgage of all part & parcel of immovable property situated at Arazi no. 9, measuring 510 sq. meter, Mauza Tiyara Patti Majhili, Pargana Keramagraur, Tehsil Chakia, and District Chandauli standing in the name of Mr. Pradeep Kumar Yadav s/o Sri Swaminath.  Bounded as per Sale deed: East: Nali T/A Land of Kamala Yadav; West: Land of seller; North: Land of Mithai & others; South: Chak road Kachcha 8 ft T/A Chaudhari Ramdas Mahila Mahavidyalaya.	Rs.16,39,244.34 + interest + other expenses (minus amount, if any, paid after the issuance of Demand or Possession Notice)	25.06.2024 Time: 2:00 p.m. to 6:00 p.m.	Rs.24,30,000/- - Rs.2,43,000/- - Rs.10,000/-	Symbolic	24.06.2024 Time Between 2:00 p.m. to 6:00 p.m.
4.	<b>Borrower:</b> Mohd. Salim s/o Nurul Hasan <b>Guarantor:</b> Mrs. Zaheeda Bibi w/o Nurul Hasan (since deceased) through her legal Heirs Mohd. Salim, Mohd. Naseem, Mohd. Shameem & Mohd. Waseem all son of Nurul Hasan). Address: Village Dulhipur, Post Dulhipur, Mughalsarai, District Chandauli-232101	Equitable Mortgage of all part and parcel of immovable property situated at Arazi no. 40, Area 680 sq. feet, Mauza Dulhipur, Pargana Ralhpur, District Chandauli standing in the name of Late Smt. Zaheeda Bibi w/o Nurul Hasan inherited by her legal heirs Mohd. Salim, Mohd. Naseem, Mohd. Shameem & Mohd. Waseem all son of Nurul Hasan). Bounded as per Tehsildar report dated 29.06.2012: East: House of Ansar; West: Gali 5 ft. wide; North: 4 ft. Gali thereafter house of Noor Mohammad; South: 4 ft. wide rasta thereafter land of Dharmdev.	Rs.7,38,699.00 + interest + other expenses (minus amount, if any, paid after the issuance of Demand or Possession Notice)	25.06.2024 Time: 2:00 p.m. to 6:00 p.m.	Rs.15,30,000/- - Rs.1,53,000/- - Rs.10,000/-	Symbolic	24.06.2024 Time Between 2:00 p.m. to 6:00 p.m.
5.	<b>Borrower:</b> M/s Jai Bajrang Enterprises <b>Proprietor:</b> Mr. Yogesh Kumar s/o Mr. Achhaibar. Address: Karnadihi, Kashipur, Mohansarai, Rajatalab, Varanasi-221311. <b>Guarantor:</b> Mrs. Priyanka Singh w/o Mr. Yogesh Kumar Address: Village Pachwal, Taluka Asnaw, Tehsil Aurai, District Bhadohi-221401	1) Arazi No. 207 Mi admeasuring 0.066 Hectare situated at Village Pachwal, Taluka Asnow, Pargana Bhadohi, Tehsil Aurai, District Bhadohi (Sant Ravidas Nagar) standing in the name of Mr. Yogesh Kumar s/o Mr. Achhaibar. Boundaries as per Sale Deed: East: Land of Durga Prasad T/A Nahar West: Land of Hanuman & others North: Land of Prem T/A Chak Road South: Land of Shiv Prasad and others  2) Arazi No. 145kh and 146 admeasuring 0.056 Hectare situated at Village Pachwal, Pargana Bhadohi, Tehsil Aurai and District Bhadohi (Sant Ravidas Nagar) standing in the name of Mrs. Priyanka Singh w/o Mr. Yogesh Kumar. Boundaries as per Sale Deed: East: Chak Road 8 feet wide West: Land of Hanuman Singh North: Land of Ram Prasad Singh South: Land of Rajesh Singh	Rs.1,27,01,775.86/- + interest + other expenses (minus amount, if any, paid after the issuance of Demand or Possession Notice)	25.06.2024 Time: 2:00 p.m. to 6:00 p.m.	1) Rs.32,49,000/- - Rs.3,24,900/- - Rs.10,000/-  2) Rs.38,95,000/- - Rs.3,89,500/- - Rs.10,000/-	Symbolic	24.06.2024 Time Between 2:00 p.m. to 6:00 p.m.

6.	Borrower : M/s Vikash Traders through its Proprietor: Mrs. Asha Devi w/o Mr. Prem Chand and Guarantor: Mr. Prem Chand s/o Sri Ram Newaj both r/o Hameedpur, Basant Nagar Colony, Gram Patanwa, Pargana Ralhupur, District Chandauli - 221110.	Equitable Mortgage of Land and Building bearing Arazi No.8, Area 1360 sq. feet i.e. 126.39 sq. meter situated at Mauza patna, Pargana Ralhupur, Tehsil Mugalsarai, District Chandauli standing in the name of Mr. Premchand s/o Sri Ram Newaj.  Bounded as per Sale deed: East: Kachcha Rasta 8 ft. wide; West: Land of Dr. Vijay; North: Land of Rekha Gupta and others; South: Part of Arazi.	Rs.20,44,001.60+ interest + other expenses (minus amount, if any, paid after the issuance of Demand or Possession Notice)	25.06.2024 Time: 2:00 p.m. to 6:00 p.m.	Rs.21,42,450/- - Rs.2,14,245/- Rs.10,000/-	Symbolic	24.06.2024 Time Between 2:00 p.m. to 6:00 p.m.
7.	Borrower: M/s Naveen Refrigeration Proprietor: Mr. Naveen Kumar Rupani s/o Late Shankar K Rupani. Unit Address: C-31/8, Englishiya Line, Varanasi, Uttar Pradesh-221002.	Equitable Mortgage dated 26.03.2018 of all the part & parcel of Residential Flat No. M.I.G 26/16 on 3 <sup>rd</sup> Floor with proportionate chargeable area 16.09 sq. meter and covered area 56.68 Sq. Meter bearing Corporation Number B 36/38-26/16 situated at Kabir Nagar, Mohalla Durgakund, Ward Bhelupur, Tehsil & District Varanasi, Uttar Pradesh standing in the name of Mr. Naveen Kumar Rupani s/o Late Shankar K Rupani.  Bounded as per Sale Deed dated 03.03.2011: East: Flat No. M.I.G 26/15 West: Block No. 9 North: Block No. 25 South: Flat No. M.I.G 26/13 Bounded as per Will dated 18.11.2015: East: Flat No. 26/15 West: Shed back and open space North: Shed back and open space South: Flat No. 26/14 Deepak Singh	Rs.48,86,348/- + interest + other expenses (minus amount, if any, paid after the issuance of Demand Notice)	25.06.2024 Time: 2:00 p.m. to 6:00 p.m.	Rs.29,75,400/- - Rs.2,97,540/- Rs.10,000/-	Symbolic	24.06.2024 Time Between 2:00 p.m. to 6:00 p.m.
8.	Borrower M/s SIDDHARTH ENTERPRISES Proprietor: Mr. Shraavan Kumar Singh s/o Sri Ram Dhani Singh, Address: Village Ashapur, Shivpur, Varanasi-221003 and Guarantor: Mrs. Maya Singh w/o Shri Shraavan Kumar Singh. Address: House no. SA 11/10 A, Sarnath, Nawapura, Varanasi-221007	Equitable Mortgage of Land & Building bearing Arazi no. 120/7/1, Area 1880 sq. feet i.e. 174.721 sq. mtr. with construction situated at Mauza Ashapur, Pargana Shivpur, Tehsil Sadar, and District Varanasi standing in the name of Mrs. Maya Singh w/o Shri Shraavan Kumar Singh.  Bounded as per Sale deed: East: Part of Arazi; West: Part of Arazi; North: Kharanja Rasta 15ft wide; South: Part of Arazi.	Rs.23,79,384.00 + interest + other expenses (minus amount, if any, paid after the issuance of Demand Notice)	25.06.2024 Time: 2:00 p.m. to 6:00 p.m.	Rs.91,22,000/- - Rs.9,12,200/- Rs.10,000/-	Symbolic	24.06.2024 Time Between 2:00 p.m. to 6:00 p.m.
9.	Borrower M/s Maa Kalyani Kerana Stores through its proprietor Mr. Gopal Ji Gupta s/o Late Radhey Lal, Address: A 14/33, Bhardwaji Tola, Rajghat, Varanasi & Guarantor : Smt. Chhviraj Pandey w/o Mr. Nagendra Kumar Pandey, Address: Plot No. 560, Tara Nagar Colony, Chhittupur Khas, Bhagwanpur, Varanasi.	Equitable Mortgage of Land & Building situated at Arazi no. 560, Area 960 sq. feet at Mauza Chittupur Khas, Pargana Dehat Amanat, and Tehsil & District Varanasi standing in the name of Mrs. Chhviraj Pandey w/o Mr. Nagendra Kumar Pandey.  Boundaries as per Sale Deed:  East: House of Rajesh Rai West: Land of Manoj Khatri North: Land of Jagdish Singh South: Kachcha Rasta 8ft. wide	Rs.16,41,382.50 + interest + other expenses (minus amount, if any, paid after the issuance of Demand Notice)	25.06.2024 Time: 2:00 p.m. to 6:00 p.m.	Rs.44,96,000/- - Rs.4,49,600/- Rs.10,000/-	Symbolic	24.06.2024 Time Between 2:00 p.m. to 6:00 p.m.

10.	<b>Borrower: M/s Hindustan Food Industries through its proprietor Shri Dhananjay Kumar Pandey s/o Late Raj Vansh Pandey, Address: Village Naugaraha, Raghunathpur, Chandauli.</b>	<b>Equitable Mortgage of all the part &amp; parcel of immovable property situated at Arazi No. 246 Mi measuring 0.065 Hectare i.e. 16 Decimals i.e. 647.36 sq. metre situated at Mauza Naugarahan, Pargana Majhwar, Tehsil Sadar, District Chandauli standing in the name of Mr. Dhananjay Kumar Pandey s/o Late Raj Vansh Pandey.</b>  <b>Boundaries as per sale deed:</b> <b>East: Chak Marg</b> <b>West: Land Village Samaj</b> <b>North: House of Jagropan</b> <b>South: House of Mahendra &amp; Shankar</b>	<b>Rs.28,84,250.00 + interest + other expenses (minus amount, if any, paid after the issuance of Demand Notice)</b>	<b>25.06.2024</b> <b>Time:</b> <b>2:00 p.m.</b> <b>to</b> <b>6:00 p.m.</b>	<b>Rs.11,60,000/-</b> <b>-</b> <b>Rs.1,16,000/-</b> <b>Rs.10,000/-</b>	<b>Symbolic</b>	<b>24.06.2024</b> <b>Time</b> <b>Between</b> <b>2:00 p.m.</b> <b>to</b> <b>6:00 p.m.</b>
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**TERMS AND CONDITIONS –**

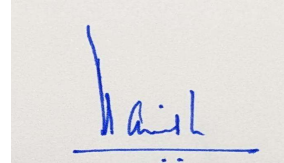
1. The Sale will be conducted by auction platform provided by the undersigned through e-Auction service provider - MSTC Ltd at the Website <https://www.mstcecommerce.com> on the date and time mentioned above. The intending Bidders/Purchasers are requested to register on portal <https://www.mstcecommerce.com> (direct link <https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp>) using their mobile number and email-id. Further, they are requested to upload requisite KYC documents. Once the KYC documents are verified by e-auction service provider (may take 2 working days), the intending Bidders/Purchasers have to transfer the EMD amount using online mode in his Global EMD Wallet well in advance before the auction time. Bidder registration, submission & verification of KYC documents and transfer of EMD in wallet must be completed well in advance at least two days before auction date. In case Auction purchaser submits the KYC documents within two days preceding the Auction date, Authorized officer / Bank / e- Auction service provider is having liberty to accept and complete the KYC verification & EMD amount. However in such event the Authorized officer / Bank / e- Auction service provider will not be held liable for any delay/failure for verification of KYC documents and failure to transfer EMD in wallet. The interested bidder will be able to bid on the date of e-auction only if the Bidder's Global Wallet have sufficient balance (>=EMD amount) as on the date and time of Auction. Bidders may give offers either for one or more properties. In case of offers for more than one property bidders will have to deposit EM D for each property.
2. Earnest Money Deposit (EMD) amount as mentioned above shall be paid online i.e. through NEFT after generation of Challan from (<https://www.mstcecommerce.com>) in bidders Global EMD Wallet. NEFT Challan will be valid for one transaction only. If multiple transactions are made, only first will be reconciled and other transaction(s) shall not be considered. NEFT transfer can be done from any Scheduled Commercial Bank. Only NEFT mode should be used for fund transfer. Use of any other payment mode would result in non-credit of EMD amount in the bidder's wallet. Payment of EMD by any other mode such as Cheques will not be accepted. 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://www.mstcecommerce.com> and by following procedure for refund given therein 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.
3. Platform (<https://www.mstcecommerce.com>) for e-Auction will be provided by Bank's e Auction service provider MSTC Limited having its Registered office at 225-C, A.J.C. Bose Road, Kolkata- 700020. The intending Bidders/Purchasers are required to participate in the e-Auction process at **e-Auction Service Provider's website <https://www.mstcecommerce.com>**. This Service Provider will also provide online demonstration/ training for the intending bidders/ purchasers on e-Auction on the portal before the e-auction. The Sale Notice containing the Terms and Conditions of Sale is uploaded in the Banks websites/webpage portal. <https://www.bankofbaroda.in> (direct link <https://www.bankofbaroda.in/e-auction.htm>) and <https://ibapi.in>. The intending participants of e- auction may download free of cost, copies Terms & Conditions of e-auction, Help Manual on operational part of e-Auction related to this E-auction from e-Bikray -IBAPI portal (<https://www.ibapi.in>).
4. 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.

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 address given 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 194-1A 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.
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.
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 one 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, 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 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 counteroffer/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. It is made clear regarding e-Auction of properties in Symbolic Possession that
  - a) **Property put on sale for the e-Auction is in Symbolic Possession and Bidder is purchasing the property in symbolic possession at his/own risk & responsibility.**
  - b) **Bank will hand over the physical possession of property symbolically only and Successful Auction bidder/purchaser will not claim physical possession from the Bank.**
  - c) **Bank will not be responsible or duty bound for handing over of physical possession.**
  - d) **Successful Auction Purchaser will not be entitled to claim any interest, if any case of return of money.**
  - e) **Successful Auction Purchaser has to submit the Declaration Cum Undertaking confirming the above terms & condition immediately after e-Auction.**
  - f) **Subsequent to sale if successful bidder fails to submit Declaration Cum Undertaking, the Bid Amount will be forfeited.**
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 **9554959534**.



**MANISH SRIVASTAVA**  
Authorised Officer  
Bank of Baroda

Date: 28.05.2024  
Place: VARANASI