



চেন্ট্রেল বেঙ্ক অর ইণ্ডিয়া
सेन्ट्रल बैंक ऑफ़ इंडिया
Central Bank of India

1911 से आपके लिए "केंद्रित" "CENTRAL" TO YOU SINCE 1911

E-AUCTION SALE NOTICE

Regional Office, Navin Bazar, Main Road, Barpeta Road-781315

DATE OF E-AUCTION –13/11/2019

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 8 (6) of the Security Interest (Enforcement) Rules, 2002

Notice is hereby given to the public in general and in particular to the Borrower (s) and Guarantor (s) that the below described immovable property mortgaged/charged to the Secured Creditor, the physical possession of which has been taken by the Authorized Officer of **Central Bank of India, Aulachowka Branch** (Secured Creditor), will be sold on **"As is where is", "As is what is", and "Whatever there is"** on **13/11/2019**, for recovery of **Rs. 16,22,362.89** (Rs. Sixteen Lakhs Twenty Two Thousand Three Hundred Sixty Two and Eighty Nine Paisa) **as on 17.10.2019** plus further interest thereon at contractual rate and charges till date due to the Central Bank of India, Aulachowka Branch (Secured Creditor) from **M/s N. P. Car World (Prop. Mr. Dipak Kr Sharma) (Borrower) and Mr. Rajen Baruah (Guarantor)**. The **reserve price will be Rs. 13, 78,000.00** (Rupees Thirteen Lakhs Seventy Eight Thousand only) and the **earnest money deposit will be Rs. 1, 37,800.00** (Rupees One lakh Thirty Seven thousand Eight Hundred only).

(SHORT DESCRIPTION OF PROPERTY WITH KNOWN ENCUMBRANCES, IF ANY)

All that part and parcel of Land in the name of Mr. Rajen Baruah, situated at Village- Gerimari, Mauza-Rangamati under Mangaldoi Revenue Circle, District-Darrang (Assam) covered under Dag No 22/626,K.P.Patta No 56, Area-1 Katha 5 lecha, Bounded by:

North: Land of Riju Das

South : Road

East: Land of Arun Sharma

West: Land of Girish Deka

Encumbrances known to the Secured Creditor: NIL

Last Date of Submission of EMD: 11/11/2019

For detailed terms and conditions of sale, please refer to the link provided in Secured Creditor's website i.e. www.centralbankofindia.co.in Bidder may also visit the website <https://www.bankeauctions.com/>

STATUTORY 15 DAYS SALE NOTICE UNDER RULE 8(6)/ RULE 9(1) OF SECURITY INTEREST (ENFORCEMENT) RULES 2002

This may also be treated as notice under Rule 8(6) /Rule 9(1) of Security Interest (Enforcement) Rules, 2002 to the borrower/s and guarantor/s of the said loan about the holding of E-auction Sale on the above mentioned date.

NOTE: Due to some inadvertent errors, the earlier Sale Notice dated 15.10.2019, published on 16.10.2019 stands withdrawn.

Date : 17.10.2019

Place: Aulachowka

Authorized Officer, Central Bank of India

Detailed Terms and Conditions of Sale

- (A) Date and Time of E-Auction – 13TH November 2019, 11:00 AM to 02:00 PM**, with auto time extension of 05 (five) minutes, till sale is concluded.
- (B) The Reserve Price** is fixed for the property at **Rs. 13, 78,000/-** (Rupees Thirteen Lakhs Seventy Eight Thousand only).
- (C) Earnest money:** The intending purchasers are required to pay Earnest Money Deposit of **Rs. 1,37,800/-** (Rupees One lakh Thirty Seven Thousand Eight Hundred Only), in the form of NEFT / RTGS /DD /Online Fund Transfer/Cash in favour of **"A/c No: 3178676224**, Name of the A/c: RO EXPENSES A/C BARPETA

- (D) **Bid Increment:** Incremental bid value is fixed at **Rs. 10,000/-** (Rupees Ten Thousand only) or **in multiple thereof. If the Bidder is sole/single Bidder, he has to increase his Bid by a minimum of one incremental value.**
- (E) **Submission of bid:** Bids in the prescribed format given in the annexure shall be submitted ONLINE or in the Aulachowka Branch on or before **18th April, 2019 within 04:00 PM.** No bid will be accepted after the said date and time. Bidders are required to furnish following documents for registration:-
- (i) Duly filled up and signed "**E-AUCTION BID FORM**" as given in the annexure. Bids form shall be duly filled in with all the relevant details. Incomplete/unsigned bids without EMD remittance details will be summarily rejected.
 - (ii) Duly filled up and signed "Declaration" as given in the annexure.
 - (iii) Copy of PAN Card and address proof as given herein below -
 - (a) Only copy of PAN Card, Passport, Voter's ID, Valid Driving License or Photo Identity Card issued by Govt. and PSU will be accepted as the identity document and should be submitted along with the bid form. Similarly, only copies of Passport, Voter's ID, Valid Driving License, Electricity Bill, Telephone Bill, Domestic Gas Bill and Bank Pass Book with full address will be accepted as proof of residence, and should be submitted along with the bid form. Aadhar Card issued by the government of India is acceptable as valid proof of identity.
 - (b) Original Identity Document and Proof of Residence Document, copy of which is submitted along with the bid form must be produced on demand.
 - (c) At the sale, the public generally are invited to offer/bid either personally or by duly authorized agent. No other person, having any duty to perform in connection with the sale shall, however, either directly or indirectly offer/bid for acquire or attempt to acquire any interest in property sold. All bidders must necessarily provide documentary proof of identity and address at the time of registration.
- (F) The property will be put up for sale as specified in the schedule. The sale will also be stopped if, before it is knocked down, entire outstanding amount including interest and costs (including the costs of the sale) are tendered to the Authorized Officer conducting the sale to the satisfaction of the Bank.
- (G) Other Conditions -
 - (i) **The property will not be sold below the Reserve Price.**
 - (ii) The highest bidder shall be declared to be the successful purchaser of the property put on sale provided always that he is legally qualified to bid and provided further that the amount bid by him is not less than the reserve price. It shall be in the discretion of the Authorized Officer to decline highest offer/bid when the price offered appears so clearly inadequate as to make it inadvisable to do so.
 - (iii) It shall be in the discretion of the Authorized Officer conducting the sale to adjourn/stop it without assigning any reason.
 - (iv) **The person declared to be the successful bidder shall** immediately, i.e. on the same day or not later than next working day, as the case may be, pay a deposit of twenty-five percent (25%) of the amount of the sale price, which is inclusive of Earnest Money Deposited, if any, to the Authorised Officer conducting the sale through NEFT/RTGS/DD/Cash in the said "**A/c No: 3178676224**, Name of the A/c: RO EXPENSES A/C BARPETA ROAD , Name of the Beneficiary: CENTRAL BANK OF INDIA, IFSC Code: CBIN0283219 and, **in default of such deposit, the sale shall be cancelled and the EMD shall be forfeited and the property shall be sold again.** The balance amount of the purchase money shall be paid by the successful purchaser on or before the 15th day from the date of confirmation of sale, exclusive of such day, or if the 15th day be a Sunday or other holiday, then on the first office day after the 15th day through NEFT/RTGS in the said A/c. **In default of payment within the period mentioned above,** the property shall be resold, after the issue of fresh Sale Notice. The EMD deposited by the successful bidder shall be forfeited and the defaulting purchaser shall forfeit all claims to the property.
 - (v) The property shall be sold by the way of online auction. The bidders are requested to contact, **Mr. Kingshuk Ghosh**, Mobile No. +91-9836311889, e-mail ID: kolkata@c1india.com, for any enquiry about the e-auction procedure or may contact M/s C1 India Pvt. Ltd. Helpline No. 0124-4302000/20/21/22/23/24 or 7291981124/25/26, helpline support mail id – support@bankeauctions.com
 - (vi) To participate in online auction buyer need not to have valid Digital Signature. **The provision of digital signature is dispensed with for bidders who are citizen of India.** However, for persons residing

abroad/NRI/PIOs etc. registration of Digital Signature is compulsory and for such purpose interested bidders may contact the e-auction vendor.

- (vii) Buyer shall be quoting from their own place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves.

(H) Caution to the Bidders:

- (i) Properties is being sold on **"AS IS WHERE IS", "AS IS WHAT IS",** and **"WHATEVER THERE IS"** basis. There is no knowledge of any kind of encumbrance over the property to the Authorized Officer. If after the sale, any encumbrance comes into the knowledge of the Authorized Officer or the Successful Bidder, the same has to be paid / borne by the successful purchaser. No claim of the successful purchaser shall be entertained afterward.
- (ii) Bidders are requested to verify the Revenue Records and satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.
- (iii) Bidders are requested to go through all the terms and conditions of sale given herein and also in the corresponding public sale notice in the newspapers before submitting the bid and participating in the public auction.
- (iv) Statutory dues/liabilities etc., due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s).
- (v) Property can be inspected on appointment with Branch Manager, Aulachowka Branch, Mob. No. 09127051502, during the Office Hours on any working day on or before 18.04.2019. Bidders shall inspect the property and satisfy themselves regarding the physical nature, condition, extent, etc. of the property. Bidders are bound by the principle of caveat emptor (Buyer Beware).

(I) Declaration of Successful Bidder:

- (i) Highest bid will be provisionally accepted on "subject-to-approval" basis and the highest bidder shall not have any right/title over the property until the sale is confirmed.
- (ii) Highest bidder will be declared the successful bidder and intimation in this respect will be given to them through phone and/or registered e-mail id.

(J) Default of Payment:

- (i) Default of payment of 25% of bid amount (less EMD) as mentioned hereinabove AND/OR the balance 75% of bid amount within the stipulated time, shall render automatic cancellation of sale **without any notice to the highest bidder.**
- (ii) The EMD, after defraying the expenses of sale, etc., will be forfeited.
- (iii) **Extension of time period for payment of 75% of the bid amount shall not be granted in general.**

(K) Confirmation of Sale:

- (i) The sale held in favour of the successful bidder, in normal circumstances, will be confirmed and Sale Certificate shall be issued, on compliance of all terms and conditions of sale and within 15 days of receipt of entire purchase price.
- (ii) Confirmation of sale will not be made pending operation of any stay/injunction/restraint order passed by the higher authorities/court against confirmation/ sale.
- (iii) No request for return of deposit either in part or full by the highest bidder will be entertained, until and unless the sale is cancelled.
- (iv) **The Stamp Duty, Registration Charges or any other statutory expenses shall be borne by the successful purchaser.**

(L) Sale Certificate:

- (i) Sale Certificate will be issued **only in the name/names of the bidders** whose name/names are mentioned in the bid form.
- (ii) No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.
- (iii) Sale Confirmation/Sale Certificate shall be collected in person or through duly authorized person.

(M) EMD of unsuccessful bidders will be returned on the same day or for unseen reasons on next day of the date of auction.

(N) Stay/Cancellation of Sale:

- (i) In case of stay of further proceedings by any judicial forum, 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.

- (ii) Default in payment of 25% of the purchase price or the balance purchase price within the stipulated/extended time will result in cancellation of sale.
- (O) Delivery of Title Deeds:**
- (i) Successful bidder/Auction Purchaser, on receipt of Sale Certificate, shall contact the Aulachowka Branch for delivery of title deeds and other documents related to the property.
- (P) Technical Terms and Conditions of Online Auction Sale**
1. Prospective bidder shall have a valid e-mail ID.
 2. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
 3. **Time Extension:**
If any bid higher than the highest at the point in time is received within the last five minutes of closing time, the time of auction sale will get automatically extended by another five minutes and subsequently, if no further bid, higher than the last quoted highest bid is received within the said extended five minutes, the auction sale will automatically closed at the expiry of the extended five minutes.
 4. Training: The online Service Provider will provide training "online" if required by the bidders at a mutually convenient date and time before the auction.
 5. Bids: All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the **EMD amount shall be forfeited.**
 6. The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders. The bidder with the highest offer/ bid does not get any right to demand acceptance of his bid.
 7. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him. Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
 8. The intimation to the bidder/ bidders concerned of having declared successful in the auction sale will primarily be sent to them through e-mail. The date of sending the e-mail will be considered as date of intimation.
 9. If no intimation reaches for reasons unseen, the bidders are required to take efforts to ascertain the status. Non receipt of intimation shall not be a ground for non-payment or delayed payment. Bidders must therefore keep a watch on their incoming e-mail.

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