

## **Terms and conditions of the E-Auction are as under :**

- (A) **Date and Time of E-Auction – 21<sup>st</sup> November 2019, 11:30 AM to 12:30 PM**, with auto time extension of 05 (five) minutes, till sale is concluded.
- (B) **The Reserve Price** is fixed for the property at **Rs.19,74,00,000.00 (Rs. Nineteen core seventy four lakh only)**
- (C) **Earnest money:** The intending purchasers / bidders are required to deposit EMD amount Rs. 1,97,40,000.00 (Rs. One crore ninety seven lakh forty thousand only).either through NEFT/RTGS/DD/CASH in the Account No.: 3294756934, Name of the A/C.: CBI RO E-AUCTION, BHUBANESWAR, Name of the Beneficiary: Central Bank of India, IFSC Code No.: CBIN0281234.On or before **19.11.2019** upto 5.00 pm.
- (D) **Bid Increment:** Incremental bid value is fixed at **Rs. 5,00,000.00/-** (Rupees five lakhs 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 Chandrasekharapur, Branch on or before 19.11.2019 upto 5.00 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 Authorised Officer/Bank has the absolute right to accept or reject any or all offer(s) or adjourn/postpone/ cancel the e-Auction proceedings at any stage without assigning any reason there for.
- (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 "Account No.: 3294756934, Name of the A/C.: CBI RO E-AUCTION, BHUBANESWAR, Name of the Beneficiary: Central Bank of India, IFSC Code No.: CBIN0281234.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 15<sup>th</sup> day from the date of confirmation of sale, exclusive of such day, or if the 15<sup>th</sup> day be a Sunday or other holiday, then on the first office day after the 15<sup>th</sup> 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.

The Successful auction purchaser shall have to pay 100% of the consent fee amounting to Rs.3,32,64,463/- within 24 hours along with the 25% of the bid price which is inclusive of the EMD amount as per the interim order passed by Hon'ble High Court Orissa in the matter WP(C) No-17530 of 2017 dated 04.09.2017.

- (v) The Intending Bidders who have deposited EMD and require assistance in creating Login ID & Password, submitting bid, training on E-bidding process etc. may contact M/s e-Procurement Technologies Limited, Ahmedabad Contact: Mr. Ram Sharma-08000023297, Mr. Rakesh Nayak - 09937220319, Email: Orissa@auctiontiger.net, support@auctiontiger.net. For any property related query may contact Mr. Chandramani Samal, Authorised Officer, Central Bank of India, Regional Office, Contact No-7064431230, e-mail Id: recoveryhubro@centralbank.co.in during the office hour on any working day.
- (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/NRIs/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. 200% consent fee amounting to Rs 6,65,28,926.00 (Rupees Six Crore Sixty Five Lakh Twenty Eight Thousand Nine Hundred Twenty Six only) will be paid to Govt. of Odisha, GA, Department before transferring the property to the successful auction purchaser.

**\*\*The Successful auction purchaser shall have to pay 100% of the consent fee amounting to Rs.3,32,64,463/- along with 25% of the bid amount which is inclusive of 10% EMD within 24 hour of auction date i.e., 21.11.2019 as per the interim order passed by Hon'ble High Court Orissa in the matter WP(C) No-17530 of 2017 dated 04.09.2017.**

- (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, Chandrasekharpur, Branch, Mob. No. 7381003184, during the Office Hours on any working day on or before **15.11.2019**. 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 Authorised officer shall take the decision on confirmation of the sale (ie. Confirm/ not to confirm) within 15 days from the date of receipt of the minimum 25% of the bid amount by the highest bidder.
- (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 execute tripartite deed within a month after auction.

**(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.

### **E-AUCTION BID FORM**

(Read the terms and conditions of sale carefully before filling-up and submitting the bid)

1. Name(s) of Bidder (in Capital):
2. Father's/Husband's Name:
3. Postal Address of Bidder(s):
4. a. Phone/Cell Number:  
b. E-mail ID:
5. Bank Account details to which EMD amount to be returned in case required:
  - i) Bank A/c. No.:
  - ii) Account Holder Name:
  - iii) IFSC Code No.:
  - iv) Bank &Branch Name:
6. Date of submission of bid:
7. PAN / TAN Number:
8. Whether EMD deposited: Yes/No.
9. EMD remittance details:  
Date of remittance\_\_\_\_\_
- Name of Bank\_\_\_\_\_
- Branch\_\_\_\_\_
- UTR No./D. D. No..\_\_\_\_\_

I declare that I have read and understood all the terms and conditions of auction sale and shall abide by them. I further declare that I have personally visited the property to be auctioned and have no confusion regarding identification of the property.

(Signature of the Bidder)

Date: \_\_\_\_\_

**DECLARATION**

Date: \_\_\_\_\_

To:  
The Authorized Officer  
Central Bank of India  
Regional Office, Bhubaneswar

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our bid and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited.
4. I/We also agree that after my/our offer given in my/our bid for purchase of the assets is accepted and I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited.
5. I/We also understand that the EMD of all Bidders shall be retained by the Bank and returned only after the successful conclusion of the sale of the assets. I/we state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.
6. The decision taken by the Authorized Officer in all respects shall be binding on me/us.
7. I also undertake to abide by the additional conditions, if any, announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.
8. I also undertake to increase my bid by at least one incremental value, if I am sole/single bidder in the auction.

Signature:.....

Name:.....

Address:.....

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