

NOTICE OF SALE THROUGH PRIVATE TREATY

**BANK OF BARODA
BRANCH : ZOSARB, Bengaluru**

Address of the Branch : Zonal Stressed Asset Recovery Branch, 7th Floor,
Vijaya Tower, 41/2, M. G. Road, Trinity Circle,
Bengaluru-560001, Karnataka, India

Authorised Officer's Details :-

Name : Durgesh Chandra Roy
Phone Nos. of Branch :
E-mail ID of Branch : armban@bankofbaroda.co.in
Mobile No : 8420993772
Landline No. (Office) : 080-25011280

**NOTICE AND STANDARD TERMS & CONDITIONS FOR SALE OF PROPERTY
THROUGH PRIVATE TREATY**

The undersigned as Authorised Officer of Bank of Baroda has taken over possession of the schedule property(ies) u/s 13(4) of the SARFAESI Act.

Public at large and in particular to the Borrower (s), Mortgagor (s) and Guarantor (s) are informed that the below described Immovable/Movable property/ies charged to the Bank of Baroda and possession of which has been taken by the Authorised Officer of Bank of Baroda will be sold through Private Treaty on "As is where is", "As is what is", "Whatever there is" basis under following **terms & conditions for recovery of dues in below mentioned account/s.**

1. Sale through Private Treaty will be on "As is where is", "As is what is", "Whatever there is" basis and 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 (hereinafter refereed as "Rules")
2. Prospective Purchaser is requested to submit application/offer to the Bank in attached format (**Annexure-B**) to purchase the property. Offer amount should be not less than the reserve price mentioned below. Prospective Purchaser should submit an application in (**Annexure-B**) to the Authorised Officer along with EMD @ 10% of Reserve Price with the following documents –
 - A. Pan Card (Mandatory)

- B. Election ID/Electricity Bill/Passport/Bank Account Statement/
Any other valid and acceptable document showing the
address (As address proof)
 - C. In case of Company, along with above, Board Resolution
authorizing the officials of the company to participate in sale
by Private Treaty.
 - D. Copy of proper authorization, in case of authorised officials.
 - E. Phone/Mobile Number /email ID
3. On receipt of the application offer, Bank will evaluate the same and
complete other statutory procedures and communicate acceptance
of offer thorough letter of sale of secured asset(s) to the prospective
purchaser specifying the terms and conditions of the sale through
Private Treaty.
 4. The purchaser shall pay a deposit of 25% twenty five percent of the
amount (including EMD amount) of the sale consideration on the same
day or next working day of receipt of Bank's acceptance of offer and
the remaining 75 % amount on or before 15 days or such extended
period may be agreed upon in writing between the AO/Bank and
purchaser, in any case not exceeding three months.
 5. Failure to remit the amount as required under clause (4) above,
will cause forfeiture of amount already paid including 10% of the
amount paid along with application and the Authorised Officer shall
have the liberty conduct a fresh sale of the property & the defaulting
bidder shall not have any claim over the forfeited amount and the
property.
 6. In case of non-acceptance of purchasers offer by the Bank, the amount
of 10% paid along with the application will be refunded without any
interest.
 7. On receipt of the entire sale consideration, the Authorised Officer will
issue the Sale Certificate as per Rules. The purchaser has to bear all
applicable stamp duty, registration fee, and other expenses, taxes,
duties etc. No request for inclusion/substitution of names, other than
those mentioned in the application, in the sale certificate will be
entertained. The Sale Certificate will be issued in the name of the
applicant purchaser only. 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. In case sale is cancelled due to any DRT/ Court order or
delay in handing over physical possession or any other reasons, Bank will
return the amount deposited without any interest.
 8. The Bank reserves the right to reject any offer of purchaser without
assigning any reason.

9. In case of more than one offer, the Bank will accept the highest offer or may conduct inter-se bidding among the interested purchasers.
10. In case of Immovable property, payment of sale consideration will be subject to TDS under Section 194-1A of Income Tax Act 1961 and TDS is to be deducted by the purchaser only at the time of deposit of remaining 75% of the bid amount. In case of Movable assets, the successful prospective purchaser shall have to pay applicable Goods & Service Tax (GST) or any the applicable tax over and above sale amount to Bank.
11. The property is being sold with all the existing and future encumbrances whether known or unknown to the Bank. The Authorised Officer / Secured Creditor Bank shall not be responsible in any way for any third-party claims / rights / dues.
12. The purchaser should conduct due diligence on all aspects related to the property (under sale through private treaty) to his satisfaction. The property is being sold on "As is where is", "As is what is" and "Whatever there is" basis and the prospective purchaser should make their own discreet independent inquiries & verify the concerned Registrar/SRO/Revenue Records/ RTO/ 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 Authorised Officer/ Secured Creditor shall not be responsible in any way for any third party encumbrances/ claims/rights/dues. The Bank does not undertake any responsibility to procure any permission/license, NOC, etc. in respect of the property offered for sale. The purchaser has to bear all applicable outstanding dues of 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 property. The purchaser shall not be entitled to make any claim against the Authorised Officer / Secured Creditor in this regard at a later date.
13. Intending Bidders are advised to properly read the above terms & conditions of sale and follow them strictly.
14. Sale shall be in accordance with the provisions of SARFAESI Act 2002 and Security Interest (Enforcement) Rules, 2002 framed there under and the terms & conditions mentioned above.

15.The interested parties may contact the Authorised Officer for further details/ Property Inspection/any clarification and for submitting their application.

SCHEDULE

The details of Borrower/s / Mortgagor / Guarantor/s, Secured Assets, Total Dues, Reserve Price, EMD are mentioned below –

1	Name & address of Borrower/s / Guarantor/ Mortgagor s	<p>M/s. Lakshmi Gold Khazaanaa Private Limited having its registered office at No.475, Nanjundi Arcade, 6th Cross, Sampige Road, Malleswaram, Bengaluru – 560003</p> <p>1.Mr.K.P.Nanjundi Vishwakarma Residing at No.341, Aishwarya, Nagarabavi 2nd Stage, alathalahalli, Papareddy Palla Bengaluru -560072, Karnataka.</p> <p>2.Mrs. Channajammani Siddachar Residing at No.341, Aishwarya, Nagarabavi 2nd Stage, Malathalahalli .Papareddy Palla Bengaluru -560072, Karnataka.</p> <p>3.Mr.K.K.S. Rajan Residing at No.88,2nd Floor,5Th Cross, Lakshmi Narayan Puram, Bengaluru - 560021, Karnataka.</p> <p>4.Mr.M.K.Ramakrishna Residing at No.73/2, Vasavi Nilaya, 5th Main, Devathachar Street, Chamarajpet, Bengaluru – 560018</p> <p>Also at - Flat No.201, Sai Suppraja Nivas No.33,Devanathachar Street,5th Main Chamarajpet, Bengaluru – 560018.</p>
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2	<p>Land and Building- Give Description of properties/measurable area/extent and boundaries of such properties/nearest Landmark / with Postal Pin code etc.) with known encumbrances, if any Mortgaged by M/s. Lakshmi Gold Khazaana Private Limited)</p>	<p>All that piece and parcel of the immovable properties being commercial properties of 24,946 sq.ft bearing no. 2730/L-4 situated at Bangalore – Nilgiri Road, Lashkar Mohalla, Mysore -570001 and 11,125 sq.ft bearing No. 2730/L-4/1 situated at Bangalore – Nilgiri Road, Lashkar Mohalla, Mysore - 570001, in all measuring an extent of 36,071 sq.ft as per details given hereunder:</p> <p><u>Item No. :1</u></p> <p>i). All that piece and parcel of the portion of property bearing No.2730/L-4, situated at Bangalore – Nilgiri Road, Lashkar Mohalla, Mysore -570001 and the land measuring East to West on the Northern side 171 feet, and on the Southern side 237 feet, and North to South on the Eastern side 135 feet and on the Western Side 121 feet, in all measuring 24946 Sq.Ft and bounded on the:-</p> <p>East by: Bangalore – Nilgiri Road West by: Property bearing Municipal No.2730/L-4/1, North by: Private Property South by: Conservancy Lane</p> <p>ii). All that piece and parcel of the property bearing no.2730/L-4/1, situated at Bangalore – Nilgiri Road, Lashkar Mohalla, Mysore - 570001 and the land is measuring East to West on the Northern side 138 feet, and on the Southern side 134 feet, and North to South on the Eastern side 84 feet and on the Western side about 78 feet, in all measuring 11,125 sq.ft and bounded on the:-</p>
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		<p>East by: Property bearing No.2730/L-4 West by: Small Conservancy Lane North by: Private Property South by: Small Conservancy Lane</p> <p>The properties bearing No.2730/L-4, 2730/L-4/1, are clubbed by Mysore Mahanagar Palike. As per 12.2.2013 Mysore City corporation an extent of 308.16 sq.meters is to be transferred to Mysore Mahanagar Palike, By M/s.Lakshmi Gold Khazaana Pvt. Limited, without claiming any compensation for widening of road purposes). Hence, an extent of 32,754 sq.ft is taken into account for all purposes.</p>
3	Total Dues.	Rs.80,35,44,046.95 /-
4	Reserve Price (Rs.) (below which the property will not be sold)	Rs.32.94 Cr/- (Thirty Two Crore Ninety Four Lakhs Only)
5	Earnest Money Deposit (EMD)-	Rs.3,29,40,000.00/- (Three Crore Twenty Nine Lakhs Forty Thousand Only)
6	EMD deposit Account No & IFSC Code.	A/c No. : 25940015181219 IFSC Code : BARB0ARMBAN Branch : ZOSARB, Bank of Baroda
7	Status of Possession	Physical

Date: 20.11.2023
Place: Bengaluru

For Bank of Baroda

Authorised Officer

Encl.-

Annexure B - Application for Purchase of Property through Private Treaty.

APPLICATION FOR PURCHASE OF PROPERTY THROUGH PRIVATE TREATY
APPLICATION FORM

The Authorised Officer
Bank of Baroda
ZOSARB, Bengaluru

Date:

Dear Sir,

Sub: Application for Purchase of Property through Private Treaty

We refer your Notice and Standard Terms & Conditions dated 20.11.2023 for Sale of below described Property through Private Treaty. I / We am / are interested to purchase the under-noted property through Private Treaty on "As is where is", "As is what is", "Whatever there is" basis in accordance with SARFAESI Act, 2002.

1	Property belonging Shri/M/s:-	to	M/s. Lakshmi Gold Khazaanaa Private Limited
2	Description property :-	of	<p>All that piece and parcel of the immovable properties being commercial properties of 24,946 sq.ft bearing no. 2730/L-4 situated at Bangalore – Nilgiri Road, Lashkar Mohalla, Mysore -570001 and 11,125 sq.ft bearing No. 2730/L-4/1 situated at Bangalore – Nilgiri Road, Lashkar Mohalla, Mysore -570001, in all measuring an extent of 36,071 sq.ft as per details given hereunder:</p> <p><u>Item No. :1</u></p> <p>i). All that piece and parcel of the portion of property bearing No.2730/L-4, situated at Bangalore – Nilgiri Road, Lashkar Mohalla, Mysore -570001 and the land measuring East to West on the Northern side 171 feet, and on the Southern side 237 feet, and North to South on the Eastern side 135 feet and on the Western Side 121 feet, in all measuring 24946 Sq.Ft and bounded on the:-</p> <p>East by: Bangalore – Nilgiri Road West by: Property bearing Municipal No.2730/L-4/1, North by: Private Property South by: Conservancy Lane</p> <p>ii). All that piece and parcel of the property bearing no.2730/L-4/1, situated at Bangalore – Nilgiri Road,</p>

		<p>Lashkar Mohalla, Mysore -570001 and the land is measuring East to West on the Northern side 138 feet, and on the Southern side 134 feet, and North to South on the Eastern side 84 feet and on the Western side about 78 feet, in all measuring 11,125 sq.ft and bounded on the:-</p> <p>East by: Property bearing No.2730/L-4 West by: Small Conservancy Lane North by: Private Property South by: Small Conservancy Lane</p> <p>The properties bearing No.2730/L-4, 2730/L-4/1, are clubbed by Mysore Mahanagar Palike. As per 12.2.2013 Mysore City corporation an extent of 308.16 sq.meters is to be transferred to Mysore Mahanagar Palike, By M/s.Lakshmi Gold Khazaana Pvt. Limited, without claiming any compensation for widening of road purposes). Hence, an extent of 32754sq.ft is taken into account for all purposes</p>
3	Reserve Price property published:-	<u>Rs 32.94Cr (Thirty Two Crore Ninety Four Lakhs Only)</u>
4	Amount offered :-	

I / We have deposited Rs (Rupees only) as initial deposit through Draft/Cheque no./ RTGS / NEFT dated.....in favour of Authorised Officer, Bank of Baroda.

I/We am/are have gone through the above Notice and Standard Terms & Conditions for sale through Private Treaty and conducted due diligence on all aspects related to the property to our satisfaction. I/ We am/are hereby agreed for all terms and conditions stated in notice & standard terms and conditions for sale of above property under private treaty.

I / We also enclose copies of the required KYC documents. We request you to kindly verify the same and communicate your approval in the matter.

Signature.....

Name.....

Address.....

.....Pincode.....

Phone No.....

Email ID.....

Enclosure:

- i. Pan Card (Mandatory).

- ii. Election ID/Electricity Bill/Passport/Bank Account Statement/ Any other valid and acceptable document showing address of the purchaser.
- iii. Copy of proper authorization, in case of authorised officials.
- iv. Board Resolution authorizing the officials of the company to purchase the property through Private Treaty (in case of Companies).