

NOTICE OF SALE THROUGH PRIVATE TREATY

Address of the Branch BANK OF BARODA
ZOSARB, 4TH FLOOR,
RAJENDRA BHAWAN
RAJNEDRA PLACE,
NEW DELHI-110008

Authorized Officer's Details:

Name **BIBHASH KUMAR SINGH**
Phone Nos. of Branch **011-42268509, 42268003**
E-mail ID of Branch **armdel@bankofbaroda.com**
Mobile No **8097076376**
Landline No. (Office) **011-42268509, 42268003**

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

The Authorized 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 property charged to the Bank of Baroda & State Bank of India on pari passu basis and possession of which has been taken by the Authorized 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 accounts**

1. Sale through Private Treaty will be on "As is where is", "As is what is", "Whatever there is" basis and under the Securitization 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 referred 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 Authorized 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 authorized 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 through 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.

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 Authorized 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 Authorized 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 only in the name of the applicant purchaser. The Sale Certificate will not be issued pending operation to 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 reasons.
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 thereon. **The said inter-se bidding shall be conducted on 12.03.2025 AT 12 PM**
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 Authorized 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 heaty) 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 Authorized 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 Authorized 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 Authorized 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/ Mortgagors	The Managing Director M/s Amit Brothers private Limited(Borrower) Regd. off: RZ-1/2 Jain Chowk, Palam Colony, New Delhi-110045	Mr. Amit Jain, Mr. Avinash Jain, Mrs. Anju Jain & Mrs. Anu Jain legal heirs of late Mr. Naresh Chand Jain (Deceased Guarantor) A-3/71, Janakpuri, New Delhi-110058
		Present Address B-38,office Cabin no.02,2 nd floor, Jain Chowk, Mangla Puri, Palam New Delhi-110045	Mr. Amit Jain (Guarantor) A-3/71, Janakpuri, New Delhi-110058
			Mr. Amit Jain(Guarantor) L-37, Baludhyan Marg, Uttam Nagar, New Delhi – 110059
			Mr. Avinash Jain (Guarantor) A-3/71, Janakpuri, New Delhi-110058
			Mrs. Anu Jain (Guarantor) L-37,Baludhyan Marg, Uttam Nagar, New Delhi-110059
		Mrs. Anju Jain legal heirs of late Mr. Naresh Chand Jain (Deceased Guarantor) H-34/133, Sector-3, Rohini, Delhi	Mrs. Anu Jain (Guarantor) M-116, Block-M, Uttam Nagar, New Delhi-110059
2	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 Mr. Naresh Chand Jain (Deceased Guarantor)	Industrial land & building admeasuring 4 kanal 6 marlas bearing khetawat no.17 min khata no.30 min, mustatil & kila no.24/12/3/2(0-18) & kila no. 24/13/1 (3-8) at village Hasamabad, Tehsil & District Sonapat , KM Stone no. 42 G.T.Karnal Highway ** Other Conditions The above mentioned property is having common CLU(change land use certificate) with the property at KILA NO.24 OUT OF KHEWAT NO.17 KHATA NO.30 KHASRA NO.24/12/3(0-8)	

3	Total Dues.	Rs 76,45,06,614.36 (Rupees Seventy Six Crore forty five lakhs six thousand six hundred fourteen and paisa thirty six only) Plus further interest & charges thereon as on 30.09.2024 (This does not include dues of other lenders (SBI) under the consortium as per notice issued U/s 13(2) of SARFAESI Act, less recovery, if any
4	Reserve Price (Rs.) (below which the property will not be sold)	Rs 3,68,00,000/- in words (Rupees Three Crores Sixty Eight lakhs only)
5	Earnest Money Deposit (EMD)-	Rs 36,80,000/- in words (Thirty six lakhs eighty thousand only)
6	Last Date for depositing EMD	10/03/2025
7	Inter-se Bidding Date	12/03/2025 AT 12 PM
8	EMD deposit	By way Demand Draft or RTGS/neft ACCOUNT NO. 05860400000280 IFSC CODE : BARB0PUSARO (FIFTH LETTER IS ZERO) ACCOUNT NAME : ASSET RECOVERY MANAGEMENT BRANCH BRANCH NAME : PUSA ROAD , RAJENDRA PLACE
9	Status of Possession	Physical

Place: Delhi
Date: 20/02/2025

For Bank of Baroda



Authorized Officer