



ANNEXURE III
INDIAN OVERSEAS BANK
CENTRAL OFFICE
763, ANNA SALAI
CHENNAI 600 002

General Terms and Conditions of Online Auction Sale

1. Nature and Object of Online Sale:

- (a) The online e-auction sale is with the avowed object of Free and Fair Sale, Transparency and for achieving best-possible recovery of public money.
- (b) The sale is governed by the Provisions of the Secularization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 and the following specific terms and conditions.

2. Caution to bidders:

- (a) Property is sold on as is and where is/on what it is/no complaint basis.
- (b) Bidders are advised/cautioned to verify the concerned SRO as well as the Revenue Records and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc. over the property before submitting their bids.
- (c) Bidders are advised to go through all the terms and conditions of sale given in the tender document and also in the corresponding public sale notice in the dailies before submitting the bid and participating in the online bidding/auction.
- (d) 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).

3. Inspection of Property:

- (a) Property can be inspected on the date(s) given in the public sale notice/tender document
- (b) Bidders shall inspect the property and satisfy themselves regarding the physical nature, condition, extend, etc. of the property.
- (c) Complaints, if any, in the matter of inspection shall immediately be brought to the notice of the Authorized Officer.

4. Inspection op Title Deeds:

- (a) Bidders may inspect and verify the title deeds and other documents relating to the property available with the Bank

5. Submission of bid forms:

- (a) Bids in the prescribed format given in the tender document shall be submitted “online” through the portal of <https://iob.foreclosureindia.com> (web address of the service provider) Bids submitted otherwise shall not be eligible for consideration and rejected.
- (b) Bids shall be submitted online before the last date and time given in the sale notice/tender document.
- (c) Bids form shall be duly filled in with all the relevant details.

- (d) Incomplete/unsigned bids without EMD remittance details will be summarily rejected.
- (e) 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.
- (f) Original Identity Document copy of which is submitted along with the bid form must be produced on demand.

6. Earnest Money Deposit (EMD):

- (a) The bid shall be accompanied by the EMD as specified in the public sale notice/tender document.
- (b) EMD and other deposits shall be remitted through EFT/NEFT/RTGS Transfer to the bank account as specified in the sale notice/Tender document.
- (c) Bidders not to disclose remittance details of EMD, UTR Code, etc. to any one and to safeguard its secrecy.
- (d) Bidders shall preserve the remittance challan and shall produce the same as and when demanded.
- (e) Bid form without EMD shall be summarily rejected.
- (f) All details regarding remittance of EMD shall be entered in the bid form.
- (g) EMD, either in part or in full, is liable for forfeiture in case of default.

7. Bid Multiplier:

- (a) The bid-increment/multiplier shall be at Rs. 50,000/-
- (b) The bidders shall increase their bids in multiples of the amount specified in the public sale notice.

8. Duration of Auction Sale:

- (a) Online auction sale will start automatically on and at the time given in the public sale notice/Tender Document.
- (b) Auction/Bidding time will initially be for a period of one hour and in the bidding process will get automatically extended five minutes duration of each and kept open till the auction-sale concludes.
- (c) If any market-leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the bidding time will be extended automatically by five minutes and if no bid higher than last quoted highest bid is received within the said extended five minutes, the auction sale will automatically get closed at the expiry of the extended five minute. There will thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.
- (d) Bidders are advised to enter their bid accordingly keeping in mind the five minutes duration.
- (e) No complaint on time-factor or paucity of time for bidding will be entertained.

9. Online Bidding:

- (a) Auction/bidding will be only online bidding through the portal provided by the service provider
- (b) Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any before confirming the same
- (c) No request/complaint of wrong bidding will be entertained for canceling the sale and in such case, the EMD in full will be forfeited
- (d) Bidders may, subject to conditions of online service provider, may avail pre-auction training and/or for demo/mock auction-sale.

10. Declaration of successful bidder:

1. Highest bidder will be declared the successful bidder and sale will be confirmed in his favor. Intimation to this effect will be given through e-mail by service provider/Bank

2. All intimations to bidders/auction purchaser will be primarily through e-mail by the service provider/Bank. Date of sending e-mail will be considered as date of intimation. If no intimation reaches, bidders are expected to take efforts to find out status from the Bank. Non-receipt of intimation should not be an excuse for default/non-payment.

11. Deposit of purchase price:

- (a) The bidder declared successful, shall pay, immediately after such declaration, a deposit of 25% (less EMD already paid) on the amount of his purchase money.
- (b) In case of the auction-sale proceeding and concluding beyond the banking transaction hours, the deposit of 25% of purchase price (less EMD already paid) shall be remitted on or before 3.00 pm. of the next working day.
- (c) The balance amount of purchase money shall be paid on or before the fifteenth day from the date of the sale or within such period as may be extended, for the reason to be recorded, by the Authorized Officer.

12. Default of Payment:

- (a) Default of payment of 25% of bid amount (less EMD) on the same day and 75% of balance bid amount within the time stipulated as above shall render automatic cancellation of sale without any notice
- (b) The EMD and any other monies paid by the successful bidder shall be forfeited by the Authorized Officer of the Bank.

13. Sale Certificate/Payment of Stamp Duty:

- (a) On payment of the entire purchase price/bid amount, Sale Certificate will be issued by the Authorized Officer of the Bank only in the name/names of the bidders whose name/names are mentioned in the bid form.
- (b) No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.
- (c) Sale Confirmation/Sale Certificate shall be collected in person or through an authorized person.
- (d) The Stamp Duty, Registration Charges, etc., as per relevant laws for the sale certificate shall be borne by the successful bidder.
- (e) 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.
- (f) The deposit made by the successful-bidder, pending execution of Sale Certificate, will be kept in non interest bearing deposit account.
- (g) No request for return of deposit either in part or full/cancellation of sale will be entertained.

14. Return of EMD:

- (a) EMD of unsuccessful bidders will be returned through EFT/NEFT/RTGS transfer to the bank account details provided by them in the bid form and may be intimated via their e-mail id.
- (b) Unsuccessful bidders shall ensure return of their EMD and if not, immediately to contact the Authorized Officer of the Bank.

15. Stay/Cancellation of Sale:

- (a) In case of stay of further proceedings by DRT/DRAT/High Court or any other Court, the auction may either be deferred or canceled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation
- (b) 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.

16. Delivery of Title Deeds:

(a) The title deeds and other documents related to the property and deposited with the Bank for creation of Equitable Mortgage shall be delivered to the Successful bidder/Auction Purchaser, on execution of the Sale Certificate.

17. Delivery of possession:

(a) All expenses and incidental charges thereto shall be borne by the auction purchaser.

18. Other Conditions:

(a) The Authorized 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.

(b) The Authorized Officer reserves the right to accept or reject all or any bid or bids without assigning any reason and to postpone or cancel the sale without assigning any reason.

(c) Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same. No counter-offer/conditions by the bidder and/or successful-bidder will be entertained.

Technical Terms and Conditions of Online Auction Sale

1. Prospective bidder shall have a valid Digital Signature Certificate (DSC) issued by any of the recognized agency and a valid e-mail id.
2. Prospective bidder has to register with the 'online' service provider.
3. Only upon verification of the bid form and confirmation of remittance of EMD, the User ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
4. 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.
5. Bidders are advised to change the password immediately on receipt from the service provider.
6. **Time Extension:** If any market leading bid (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.
7. **Training:** The online service provider will provide training "online" if required by the bidders at a mutually convenient date and time before the auction.
8. **Bids:** All bids placed are to be treated as 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.
9. 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.
10. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the Bank. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
11. The intimation to the bidder/bidders concerned of having declared successful in the auction sale will primarily be sent to them through e-mail preferably. The date of sending the e-mail will be considered as date of intimation.
12. If no intimation reaches for reasons beyond the control of the Bank, 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 id registered by the bidder or for return of the mail for mailbox being full.

13. Demo/mock auction:

For bidders who have indicated non-familiarity with e-Auction, training on a DEMO/MOCK Auction will be arranged in a manner and on such date by the service provider as may be specified in the Scheduled Program. Only those Bidders who have registered themselves for the Auction by submitting the “Declaration Form” and have also paid the EMD can participate in this Mock Auction. No training will be given during the actual e-Auction.

14. Note of caution for the Bidders:

Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, system/power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.

Authorized Officer



ANNEXURE-IV
AUCTION SALE PROGRAMME
DESCRIPTION OF MORTGAGED PROPERTIES TO BE SOLD

**(Property covered by document no. 4671/1981 Dt. 22/10/1981
All that part and parcel of three storied residential house in
321.68 Sq.Yds. at Dr.No.6-277,plot No.20,2nd line maruthi nagar,ongole
Municipality & Sub-Registry, Prakasam District standing in the name of
Mrs.Ganta Koteswaramma W/o Venkata Rao as per sale deed no.
4671/1981 Dt. 22/10/1981 and bounded by:**

**East: site of SBI colony people
South: plot no.21
West: 30 feet public road
North: plot no.19**

**Reserve Price: Rs. 1,14,29,564/-
Earnest Money Deposit: Rs. 11,43,000/-**

EMD Remittance details:

Deposit through EFT/NEFT/ RTGS

Transfer in favour of " AUTHORISED OFFICER, IOB, Ongole main Branch-"
to the credit of A/C No. 036002000008888, Indian overseas bank,
Ongole Main Branch, Code 0360 IFSC CODE: IOBA0000360

Bid Multiplier : Rs.50,000/-

Inspection of Property : 21.05.2017 onwards with prior appointment

Submission of Online Bids with EMD : 21/05/2017 10.00 A.M on wards

Last date of submission Online Bids with EMD : 20/06/2017 before 4.00P.M

Date of online auction sale : Date: 28/06/2017 by 10.00 A.M.

**Property No. I: between 10.15 A M to 11.15 P.M. with auto extension of
five minutes each till sale is completed**



Indian Overseas Bank

ONGOLE BRANCH
ONGOLE-523001
ANNEXURE-V

ON LINE e AUCTION BID FORM

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

1.Name(s) of Bidder (in capital)	
2.Father's/Husband' Names	
3.Postal address of Bidder(s)	
4.Phone/cell number and e mail id	
5.Bank Account Details to which EMD amount to be returned i Bank A/c No. ii. IFSC Code No. iii. Branch Name	
6. Date of submission of bid	
7. PAN Number	
8.Property Item No.	
9.Whether EMD remitted	Yes / No
10.EMD remittance details* Date of remittance Name of Bank Branch Account No. IFSC Code No. UTR No	
11.Bid amount quoted	Rs-----/ (Rupees-----)

I declare that I have read and understood all the terms and conditions of auction sale and shall abide by them.

(Signature of the Bidder)

***mandatory. Bidders are advised to preserve the EMD remittance challan.**

ANNEXURE VI
DECLARATION

To:

Date_____

The Authorized Officer
Indian Overseas Bank
Ongole Branch
Ongole

E Auction of Property owned by Smt. Ganta Koteswaramma on 28/06/2017

A/c 1. Ganta Baby Sridevi 2.Ganta Venkateswara Rao 3 Kommuri Punya Kumari

1. I/we, the Bidder/s aforesaid do hereby state that, I/we have read the entire terms and conditions of the sale and 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 deposits towards purchase-price were made by me/us as against my/our bid and that the particulars remittance given by me/us in the bid form is 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 canceled and in such case, the EMD paid by me/us is liable to be forfeited by the Bank and the Bank will be at liberty to annul the offer made to me/us at any point of time.

4. I/we also agree that after my/our offer given in my/our bid for purchase of the assets is accepted by the Bank 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 fulfill any/all the terms and conditions of the 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. The decision taken by the Authorized Officer of the Bank in all respects shall be binding on me/us also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Signature:

Name:

Address

e-mail id:

Mobile: