

Terms and Conditions for E-Auction

1. The sale will be done by the undersigned through E-Auction platform provided at the Website <https://www.ebkray.in> on 03.09.2024 (12.00 PM to 6.00 PM). The intending bidders/purchasers are requested to register on portal (<https://www.ebkray.in>) using their mobile number and email-id. Further, they are requested to upload requisite KYC documents. Once the KYC documents are verified by e-auction service provider, the intending Bidders/ Purchasers has to transfer the EMD amount using online mode in his EMD wallet. In case EMD amount is not available in EMD wallet, system will not allow to bid. The registration, verification of KYC documents and transfer of EMD in wallet must be completed well in advance, before auction. Only after having sufficient EMD in his wallet, the interested bidder will be able to bid on the date of e-auction. In case of offers for more than one property, bidders will have to deposit EMD for each property separately.
2. It shall be the responsibility of the bidders to inspect and satisfy themselves about the assets and specification before submitting the bid. The inspection of the property/ies put on auction will be permitted to interested bidders at sites on **29.08.2024** between 03.00 PM to 05.00 PM.
3. Earnest Money Deposit (EMD) amount as mentioned above shall be paid through online mode i.e. NEFT/RTGS/ Transfer on portal (<https://www.ebkray.in>) in bidders EMD wallet. EMD by any other mode such as Cheque etc. will not be accepted. Bidders, not depositing the required EMD in his wallet, will not be allowed to participate in the e-auction. The earnest money deposited shall not bear any interest. The EMD of the unsuccessful bidders will be returned/released without interest.
4. The intending bidders/ purchasers are required to participate in the e-auction process at e-auction service provider's website on portal <https://www.ebkray.in>. This service provider will also provide online demonstration/ training on e-auction on the portal. The sale notice containing the General Terms and Conditions of sale is available/ displayed in the Banks website/webpage portal <https://www.centralbankofindia.co.in> and <https://www.ebkray.in>. The intending participants of e-auction may download free of cost, copies of sale notice, terms and conditions of e-auction and help manual on the operational part of e-auction related to this e-auction from the portal <https://www.ebkray.in>
5. Property/ies shall be sold only above the reserve price and that even if there is only one participant, he/she will have to make one increase to signify his/her offer for such price i.e. the price equal to reserve price plus the amount equal to one increase as specified in the sale notice. If any bidder/ the sole bidder/ bidders does not/ do not make even one increase, the property shall not stand auctioned for the reserve price. The bid quoted below the reserve price shall be rejected. The bidders shall increase their bids in multiples of the amount specified in the public sale notice. Unlimited extensions of 10 minutes time will be given in case of receipt of bid in last ten minutes. Ten minutes time will be allowed to bidders to quote successive higher bid and if no higher bid is offered by any bidder after the expiry of ten minutes to the last highest bid, the e-auction shall be closed.



6. Intending bidders are advised to properly read the sale notice, terms and conditions of e-auction and help manual on the operational part of e-auction and follow them strictly.
7. In case of any difficulty or assistance is required before or during e-auction process, they may contact authorized representative of our e-auction service provider (<https://www.ebkray.in>), details of which are available on e-Auction portal.
8. The successful bidder shall have to deposit 25% of the bid amount (including 10% of reserve price as EMD amount, which will be deducted from his/her Global EMD Wallet), immediately on the same day but not later than next day (In case next day is a holiday, payment should be made within the next working day) through NEFT/RTGS in the account No. 3778578780, Name - Bill Pay Account, IFSC – CBIN0280412 (Sector 17B Branch, Chandigarh). Further, the balance amount being 75% of entire bid amount shall be paid within 15 days from the date of confirmation of sale (subject to approval of the bid by the Authorized Officer). In case of failure to deposit the due amounts as above by the scheduled dates/time, sale shall be cancelled and any amount deposited by the successful bidder will be forfeited and the Authorized Officer shall have the liberty to conduct a fresh auction/sale of property & the defaulting bidder shall not have any claim over the forfeited amount and the property.
9. Default in payment of 25% of bid amount (including 10% of reserve price as EMD amount, which will be deducted from his/her Global EMD Wallet), immediately on the same day but not later than next day (In case next day is a holiday, then within the next working day) as stated above and / or 75% of the entire bid amount within 15 days, sale shall be cancelled and any amount deposited by the successful bidder will be forfeited.
10. Payment of sale consideration by the successful bidder to the Bank will be subject to TDS under section 194-IA of Income Tax Act 1961 and TDS is to be paid/borne by the successful bidder at the time of deposit of remaining 75% of the bid amount.
11. On receipt of entire sale consideration, the Authorized Officer shall issue the Sale Certificate as per the rules. The purchaser shall bear the stamp duties, including those of sale certificate, registration charges, all statutory dues payable to Government/ any authority, Taxes, GST both existing and future relating to properties.
12. No request for inclusion/ substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained. The sale certificate will be issued only in the name of successful bidder.
13. The sale certificate will not be issued in case of any stay/ injunction/ restraint order passed by the DRT/ DRAT/ High Court or any other court against the issue of sale certificate. Further, no interest will be paid on the amount deposited during this period. The deposit made by the successful bidder, pending execution of sale certificate, will be kept in non-interest bearing deposit account. No request for return of deposit either in part or full for cancellation of sale will be entertained. In case of stay of further proceedings by DRT/DRAT/High Court or any other court, 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.

14. The Authorized Officer/ Bank has the absolute right to accept or reject any bid or adjourn/ postpone/ cancel the sale/ modify any terms and conditions of the sale without any prior notice and without assigning any reason including calling upon the next highest bidder to perform in case of the earlier bidder fails to perform.
15. The intending bidder/ purchaser can inspect the property on the date and time mentioned hereinabove at his/her expense. For inspection about the title documents & other documents available with the Bank, the intending bidders may contact Central Bank of India during Office hours.
16. The property/ies are being sold on "As is what is", "As is where is" and "Whatever there is" basis and the intending bidders should make their own discreet independent inquiries & verify the concerned Registrar/ SRO/ Revenue records/ 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, condition, encumbrance, lien, charge, statutory dues etc. over the property/ies before submitting their bids. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Bank. The Authorized Officer/ Secured Creditor shall not be responsible in any way for any third party claims/ rights/ dues other than mentioned above (if any). No claim of whatsoever nature regarding the property put for sale charges/ encumbrances over the property or on any other matter etc., will be entertained after submission of the online bid.
17. The bank does not undertake any responsibility to procure any permission/ license, NOC etc. in respect of the property/ies offered for sale or any dues like outstanding water charges/ service charges, transfer fees, electricity dues, 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 said property/ies. Successful Bidder has to comply with the provisions of Income Tax regarding purchase of property & to pay the tax to the Authorities as per applicable rates.
18. The sale is subject to confirmation by the Bank.
19. The sale is subject to conditions/ rules/ provisions prescribed in the SARFAESI Act 2002 and Rules framed there under and the conditions mentioned hereinabove. For more details, if any, prospective bidders may contact the Authorized Officer on their mobile number.


(Ram Chandar Singh)
Authorized Officer,
Central Bank of India
Date: 20.07.2024

