

**THE AUTHORISED OFFICER, BANK OF BARODA**

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**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 Rs. 5,12,36,216.92/- (Rupees Five Crore Twelve Lakh Thirty Six Thousand Two Hundred Sixteen and Ninty Two Paise) as on 24.07.2015 with further interest, legal and other costs in account/s of M/s JAGRAN INFRA PROJECTS PVT LTD.

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 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 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 Lender 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/s & Guarantor/s, Secured Assets, Total Dues, Reserve Price, EMD are mentioned below-

1.	Name & address of Borrower/s , Guarantor/s & Mortgagor/s	<b>1) JAGRAN INFRA-PROJECTS PRIVATE LIMITED</b> 400, SANGITA ELLIPSE, SAHAKAR ROAD, VILE PARLE (EAST), MUMBAI – 400057, MAHARASHTRA <b>2) SANJEEV MOHAN GUPTA</b> 33, Jagran Bhavan Press Complex M P Nagar Zone – I, Bhopal – 462023, Madhya Pradesh <b>3) ANSHUMAN MOHAN GUPTA</b> 33, Jagran Bhavan Press Complex M P Nagar Zone – I, Bhopal – 462023, Madhya Pradesh <b>4) SAPNA GUPTA</b> 44 Nishant Colony, 74 Bungalows Swami Dayanand Nagar, BHOPAL – 462003, Madhya Pradesh
2	Description of the properties for sale under Private Treaty	<b>All that piece and parcel of all Shops totally admeasuring 4000 square feet which is part of Rewa Marketing Complex it's 15 Shops of Basement, 7 Shops in First Floor (Shop No.13, 15 to 20 ) and 15 Shops in Second Floor is used for commercial purpose and situated at Venkat Road, Ghoghar, Rewa, Gen. No. 553, Pat. Hal. No.23, Block &amp; Rev. Circle Rewa, Tahsil – Huzur, District – Rewa, (MP).</b>
3.	Total Dues.	Rs. 5,12,36,216.92/- (Rupees Five Crore Twelve Lakh Thirty Six Thousand Two Hundred Sixteen and Ninty Two Paise) as on 24.07.2015 with further interest, legal and other costs
4	Reserve Price	Rs. 2,18,00,000/- ( Rupees Two Crore Eighteen Lakh )
5	Earnest Money Deposit (EMD)-	Rs. 21,80,000/- ( Rupees Twenty One Lakh Eighty Thousand Only )
6	EMD deposit Account No & IFSC Code.	Name of the Bank – Bank of Baroda Branch Name – Ballard Estate A/c No. 03830200001231 IFSC Code – BARB0BALBOM (fifth digit ZERO) Beneficiary Name – ARMB Recovery Account
7	Status of Possession	Physical

Date: 09.01.2023

Place: Mumbai

( Vinay Bhushan )

**AUTHORIZED OFFICER & CHIEF MANAGER**

**Bank of Baroda, ZOSARB – Mumbai**

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