

# STATE BANK OF INDIA

**STRESSED ASSETS RECOVERY BRANCH(SARB), BENGALURU (Br.Code:05173)**

**Public at large is informed that e-auction (under SARFAESI Act, 2002) of the charged property in the below mentioned cases for realisation of Bank's dues will be held on "AS IS WHERE IS", "AS IS WHAT IS", and "WHATEVER THERE IS" BASIS.**

## **THE TERMS AND CONDITIONS OF SALE:**

**Immovable Properties will be sold on 'AS IS WHERE IS', 'AS IS WHAT IS' AND 'WHATEVER THERE IS' Basis:**

1	Name and address of the Borrowers/Mortgagors:	<p><b>(1) Mr. R. H. Pranesh, S/o. Mr. Raghavendra Rao,</b> <b>(2) Mrs. Suchita Desai, W/o. Mr. R. H. Pranesh,</b> <b>Both (1) &amp; (2) are residing at:</b> No.35, 3<sup>rd</sup> Cross, 1<sup>st</sup> Main, Dwarka Nagar, BSK III Stage, Bengaluru-560 085. <b>Also at:</b> (i) No.234/37, Plot No.10, 'Raghavendra Krupa', Banashankari Layout, Brahmapur, Kalburgi-585 103. <b>Also at: Mr. R. H. Pranesh, C/o. M/s. Deepak Apparels Pvt. Ltd.,</b> 304, 3<sup>rd</sup> Floor, Lingaraju Complex, No.9, Gandhi Bazaar Main Road, Basavanagudi, Bengaluru-560 004. <b>Also at:</b> No.256, Srinidhi Apartment, 3<sup>rd</sup> Floor, 4<sup>th</sup> Main, Kempegowda, Chamarajapet, Bengaluru -560018 <b>Mrs. Suchita Desai, (a) C/o. M/s. Careericon (India) Pvt. Ltd.,</b> No.154/1, 2<sup>nd</sup> Main Road, N R Colony, Bengaluru-560 019. <b>(b) C/o. Mr. Gopal Rao Desai, House No.3-3-97, Beroon Quilla,</b> Raichur-575 101.</p>
2	Name and address of Branch, the Secured Creditor	<b>State Bank of India, Stressed Assets Recovery Branch (SARB),</b> No. 11/90, 3 <sup>rd</sup> Floor, J C Road, Near Old Shivaji Talkies, Bengaluru – 560 002.
3	Description of the immovable secured assets to be sold.	<b><u>Tender No:SBI/SARB/5605/402</u></b> <b><u>Property No.(1): Secured for HTL 34920179669:</u></b> <b><u>SCHEDULE 'A' PROPERTY:</u></b> All that piece and parcel of Amalgamated Property bearing No.205/187, {(1) Site No.5, Later Numbered as No.190, New No.208/190, (2) Site No.6, Later Numbered as No.188, New No.206/188, (3) Site No.13, Later Numbered as No.187, New No.205/187 and (4) Site No.14, Later Numbered as No.189, New No.207/189, Each measuring East to West: 40.0 feet, North to South: 60.0 feet} formed out <b>Converted Land bearing Sy. No.94/2</b> , which has been converted from Agricultural to Non-Agricultural Residential purposes vide Official Memorandum bearing Order No.BDIS.ALN.SR(N)67/2002-03 dated 29.01.2003 issued by Special Commissioner (Revenue), Bengaluru District, Bengaluru situated at <b>Mallathahalli Village, Yeshwantpura Hobli, Bengaluru North Taluk, Bengaluru, Rajarajeshwari Nagarasabhe Ward No.11, Bengaluru-560 098</b> and the aforesaid Amalgamated Property now comes under the purview, jurisdiction, management of Bruhat Bengaluru Mahanagara Palike, Rajarajeshwari Nagar Sub Range and it has assigned the said property as <b>No.205/94/2, BBMP Khatha Sl. No.205, Mallathahalli, Bengaluru</b> in the corresponding BBMP Ward No.129, Jnanabharathi, totally <b>measuring 9600 Sq. ft. and</b>

		<p><b>bounded as follows:</b> East by: Site No.4 &amp; Site No.15, West by:Site No.7 &amp; Site No.12, North by: 40 feet Road, South by: 50 feet Main Road.</p> <p><b><u>SCHEDULE ‘B’ PROPERTY:</u></b> Share corresponding to <b>330 Sq. ft. of undivided right</b>, title and interest in the Schedule ‘A’ Property to be conveyed to the <b>Purchasers</b> herein.</p> <p><b><u>SCHEDULE ‘C’ PROPERTY:</u></b> <b>Apartment bearing Flat No.305 in the Second Floor measuring about 1209 sq. ft. super-built area</b> and containing <b>2 Bed Rooms together with one Covered Car Parking slot</b> including proportionate undivided share in common areas such as passages, lobbies, staircase contained in the Apartment Building knownas ‘<b>MARUTHI ENCLAVE</b>’. The constructed residential flat is built up with bricks, RCC Roofed, Polished Teak Wood Doors for Main Door and Pooja Room. Remaining Doors made out Sal Wood frames with water proof flush shutters, Anodised Aluminium/ UPVC Windows &amp; Ventilators and flooring is of vitrified and ceramic having water electricity and sewerage facilities <b>standing in the joint names of Mr Pranesh R H and Mrs Suchita Desai</b> vide Sale Deed dated 19.05.2015 and registered as document No.NGB-1-01224/2015-16 &amp; C D No.NGBD282 dated 19.05.2015 at SRO, Nagarabhavi, Bengaluru.</p> <p><b><u>Tender No:SBI/SARB/5605/402</u></b>  <b><u>Property No.(2): Secured for HTL/35139984930:</u></b>  <b><u>SCHEDULE ‘A’ PROPERTY:</u></b>  <b>Same as mentioned in Schedule ‘A’ property above.</b>  <b><u>SCHEDULE ‘B’ PROPERTY:</u></b> Share corresponding to <b>330 Sq. ft. of undivided right</b>, title and interest in the Schedule ‘A’ Property to be conveyed to the <b>Purchasers</b> herein.  <b><u>SCHEDULE ‘C’ PROPERTY:</u></b> <b>Apartment bearing Flat No.205 in the First Floor measuring about 1209 sq. ft. super-built area</b> and containing <b>2 Bed Rooms together with one Covered Car Parking slot</b> including proportionate undivided share in common areas such as passages, lobbies, staircase contained in the Apartment Building knownas ‘<b>MARUTHI ENCLAVE</b>’. The constructed residential flat is built up with bricks, RCC Roofed, Polished Teak Wood Doors for Main Door and Pooja Room. Remaining Doors made out Sal Wood frames with water proof flush shutters, Anodised Aluminium/ UPVC Windows &amp; Ventilators and flooring is of vitrified and ceramic having water electricity and sewerage facilities <b>standing in the joint names of Mrs Suchita Desai and Mr Pranesh R H</b> vide Sale Deed dated 12.08.2015 and registered as document No.NGB-1-03416/2015-16 &amp; C D No.NGBD285 dated 12.08.2015 at SRO, Nagarabhavi, Bengaluru.</p>
4	Details of the encumbrances known to the secured creditor.	Nil
5	The secured debt for recovery of which the properties are to be sold	<b>Rs.1,73,34,387/- [Dues of HTL A/c. No. 34920179669 – Rs...81,03,351/- + Dues of HTL A/c. No. 35139984930 – Rs...92,31,036/-]</b> (Rupees One Crore Seventy Three lakhs <b>Thirty Four Thousand Three Hundred Eighty Seven Only</b> ) as on <b>16/01/2019</b> + interest from <b>17/01/2019</b> + costs, charges and in-

		cidental expenses.
6	Deposit of earnest money	<b>EMD: <u>Property No.(1): Rs.4,12,500/-</u> <u>Property No.(2): Rs.4,12,500/-</u></b> being the 10% of Reserve price to be remitted by RTGS / NEFT to the Bank account <b>No.37608351424</b> or Demand Draft drawn in favour of 'SBI -SARB -Parking A/c.' from any branch of any Nationalised or Scheduled Bank
7	Reserve price of the immovable secured assets:  <b>Bank account</b> in which EMD to be remitted.  <b>Last Date and Time</b> within which EMD to be remitted:	<b>Property No.(1): Rs.41.25.000/- (Rupees Forty One lakhs twenty five thousand only)</b> <b>Property No.(2): Rs.41.25.000/- (Rupees Forty One lakhs twenty five thousand only)</b>  A/c No.: <b>37608351424</b> IFSC: <b>SBIN0005173</b>  <b>Bank:</b> State Bank of India, SARB, Bengaluru <b>Address:</b> No. 11/90, 3 <sup>rd</sup> Floor, J C Road, Near Old Shivaji Talkies, Bengaluru – 560 002.  <b>Time: Up to 4.00 P.M. Date: 25.02.2019</b>
8	Time and manner of payment	The successful bidder shall deposit 25% of sale price, after adjusting the EMD already paid, immediately, i.e. on the same day or not later than next working day, as the case may be, after the acceptance of the offer by the Authorised Officer, failing which the earnest money deposited by the bidder shall be forfeited. The Balance 75% of the sale price is payable on or before the 15 <sup>th</sup> day of confirmation of sale of the secured asset or such extended period as may be agreed upon in writing between the Secured Creditor and the e-Auction purchaser not exceeding three months from the date of e-Auction.
9	Time and place of public e-Auction or time after which sale by any other mode shall be completed.	<b>Date: 27.02.2019</b> <b>Time: 60 Minutes for each Property:</b> Property No.(1): From 11.30 a.m. to 12.30 p.m., Property No.(2): From 2.30 p.m. to 3.30 p.m. with unlimited extension of five minutes for each bid, if the bid continues, till the sale is concluded.
10	The e-Auction will be conducted through the Bank's approved service provider.  e-Auction tender documents containing e-Auction bid form, declaration etc., are available in	<b>M/s. e-Procurement Technologies Ltd.</b> , A-201/208, Wall Street- II, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad – 380 006, Phone 079-40230810/827/816 to 820, <b>Mr. Manohar V. -7353931866</b> <a href="mailto:karnataka@auctiontiger.net&amp;support@auctiontiger.net">email: karnataka@auctiontiger.net&amp;support@auctiontiger.net</a>

	the website of the service provider as mentioned above	
11	<p>(i) Bid increment amount:</p> <p>(ii) Auto extension: _____ times. (limited / unlimited)</p> <p>(iii) Bid currency &amp; unit of measurement</p>	<p><b>Property No.(1) Rs.1,00,000/- (Rupees One Lakh Only)</b> <b>Property No.(2) Rs.1,00,000/- (Rupees One Lakh Only)</b></p> <p>Unlimited extensions of 5 minutes each</p> <p>Rupees: Rs.1,00,000/- Property No.(1) Rupees: Rs.1,00,000/-- Property No.(2)</p>
12	<p><b>Date and Time</b> during which inspection of the immovable secured assets to be sold and intending bidders should satisfy themselves about the assets and their specification.</p> <p>Contact persons with mobile number</p>	<p><b>Between 11.00 A.M. and 3.00 P.M. on 20/02/2019 with prior appointment</b></p> <p>Authorised Officer: Smt..Saly Joseph Mob. No.: 9008523422 Sri Chandrashekhar S.S., Mob.No.9480811732</p>
13	Other Conditions	<p>1. E-Auction sale of Mortgaged/Charged immovable Property is being held on “AS IS WHERE IS”, “AS IS WHAT IS” and “WHATEVER THERE IS” basis and will be conducted “Online”. The auction will be conducted through the State Bank of India’s approved service provider M/s. e –Procurement Technologies Pvt. Ltd., at their web portal <a href="https://sbi.auctiontiger.net">https://sbi.auctiontiger.net</a>. E-Auction Tender</p> <p>Document containing online e-auction Bid Application, Declaration, General Terms and Conditions of online auction sale are available in <a href="https://sbi.auctiontiger.net">https://sbi.auctiontiger.net</a>.</p> <p>2. To the best of knowledge and information of the Authorised Officer, there is no encumbrance on the Property. However, the intending bidders should make their own independent enquiries regarding the encumbrances, title of Property put on auction, approved /sanctioned plan from appropriate statutory authority and claims/rights/dues affecting the Property, prior to submitting their bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Bank. The Property is being sold with all the existing and future encumbrances whether known or unknown to the Bank. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third-party claims/rights/dues. <b>It shall be the responsibilities of the interested bidders to inspect and satisfy themselves about the Property before submission of the bid(s). It</b></p>

**shall be deemed that the intending bidders have done their own due diligence before submitting the tender. No conditional bid will be accepted.** The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.

3. The intending purchasers / bidders are required to deposit EMD amount either through NEFT/ RTGS Transfer or online Transfer into the **Account No.37608351424 in favour of 'SBI – SARB – Parking A/c.' at State Bank of India, SARB, Bengaluru, Branch Code:05173, IFS Code: SBIN0005173.** Copy of the supportive documents like challan/ receipt should be attached to the Bid Application.

4. In case of joint bidders, an authorisation letter signed by all the bidders authorising actual bidder (one among them who is holding a valid Digital Signature Certificate) to submit and participate in the bid on their behalf should be attached to the bid form. Similarly, in case the bidder is a company, a copy of the resolution passed by the Board of Directors authorising the actual bidder, who is holding a valid Digital Signature, to submit and participate in the bid on its behalf should be attached.

5. The e-Auction/bidding of the above Property would be conducted exactly on the scheduled Date & Time by way of inter-se bidding amongst the bidders. The bidders shall improve their offer in multiples of the amount mentioned under the column "Bid Increment Amount". The Bidder, at the time of commencement, shall give a minimum of one increment at least. In case bid is placed in the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes. The bidder who submits the highest bid amount (not below the Reserve Price) on closure of e-Auction process shall be declared as a Successful Bidder and a communication to that effect will be issued which shall be subject to approval by the Authorised Officer/ Secured Creditor.

6. The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded without any interest. The Earnest Money Deposit shall not bear any interest. The successful bidder shall have to deposit 25% of the sale price, including EMD amount which is already deposited, immediately on acceptance of bid price by the Authorised Officer i.e. before closure of business hours on the same day or not later than next working day and the balance 75% of the sale price on or before 15<sup>th</sup> day from confirmation of sale, default in deposit of any of the abovementioned amount(s) within the period stipulated herein by the

successful bidder would entail forfeiture of the entire money already deposited and Property shall be put to auction again and the defaulting bidder shall have no claim/ right in respect of Property/ amount deposited.

7. The prospective qualified bidders may avail online training on e-Auction from Mr. Manohar V -+91 7353931866, the Service Provider viz M/s. e-Procurement Technologies Pvt. Limited (abc procure), A-201/208, Wall Street- II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad – 380 006, Phone 079-40230810/827/816 to 820, email: karnataka@auctiontiger.net, & support@auctiontiger.net prior to the date of e-Auction. Neither the Authorised Officer/All member Banks of Consortium nor M/s e-Procurement Technologies Pvt. Ltd., (abc procure) will be held responsible for any Internet Network problem/Power failure/ any other technical lapses/failure etc. In order to ward-off such contingent situation, the intending bidders are requested to ensure that they are technically well equipped with adequate power back-up etc. for successfully participating in the e-Auction event. However, in case of Technical defects/holiday declared or any other reason, the e-auction shall be postponed to the next working day/website available day.

8. The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below reserve price.

9. The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.

10 In case of forfeiture of the amount deposited by the defaulting bidder, he shall neither have claim on the property nor on any part of the sum for which it may subsequently sold.

11. The borrower/mortgagor/guarantors' attention is invited to provision of sub-section (8) of section 13 of the Act, in respect of time available to redeem the secured assets.

12. The successful bidder shall be required to submit the final prices, quoted during the e-Auction as per the annexure after the completion of the e-Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start fo e-Auction.

13. The sale shall be subject to provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002.

14. The Bank is not liable to pay any interest/ refund of EMD/money paid in case of any delay in issue of confirmation of Sale/ Sale Certificate by virtue of any Tribunal/ Court Order in connection with this e-auction.

15. Where sale price of any immovable property is Rs.50.00 Lakh and above, the auction purchaser has to deduct 1% of the Sale Price of the immovable property as TDS in the name of the owner of the property & remit it to Income Tax Department as per section 194 IA of Income Tax Act and only 99% of the Sale Price of the immovable property has to be remitted to the Bank. The Sale Certificate for immovable property will be issued only on full payment of 99% of Sale Price and on submission of receipt of Form 26QB & Challan for having remitted the TDS of 1% of Sale Price.

16. For further details and regarding inspection of Property the intending bidders may contact the Authorised Officer & Chief Manager, State Bank of India, SARB No. 11/90, 3<sup>rd</sup> Floor, J C Road, Near Old Shivaji Talkies, Bengaluru – 560 002, during office hours, Phone No.080-2594 3663.

17. Bidders shall hold a valid digital Signature Certificate issued by competent authority and valid email ID (Email ID is absolutely necessary for the intending bidder as all the relevant information and allotment of ID and Pass word by M/s. e-Procurement Technologies Ltd., (vendor name) may be conveyed through e mail. The Bidders shall also submit a valid alternate Email ID.

18. The intending bidder should submit the evidence of EMD deposit like UTR number along with Request letter for participation in the e-Auction, self-attested copies of (i) Proof of Identification(KYC) Viz ID card/Driving Licence/Passport etc., (ii) Current Address -proof of communication, (iii) PAN card of the bidder (iv) Valid e-mail ID (v) Contact number(mobile/Land line of the bidder etc.,) to the Authorised Officer of State Bank of India, Stressed Assets Recovery Branch (SARB), No.11/90, 3<sup>rd</sup> Floor, J. C. Road, Near Old Shivaji Talkies, Bengaluru-560 002 by **25.02.2019 up to 4.00 P.M.** In case of joint bidders, an authorization letter signed by all the bidders authorizing actual bidder (one among them who is holding a valid Digital Signature Certificate) to submit and participate in the bid on their behalf should be attached to the bid form. Similarly, in case the bidder is a company/LLP, a copy of the resolution passed by the Board of Directors authorizing the actual bidder, who is holding a valid Digital Signature, to submit and participate in the bid on its behalf should be attached. In case of Partnership/AOP/Trust, a letter of authorization in favour of a per-

son authorizing him (who is holding a valid Digital Signature Certificate) to submit and participate in the bid on their behalf should be attached to the bid form.

19. Names of the Eligible Bidders will be identified by the Authorised Officer, State Bank of India, SARB, Bengaluru, to participate in online e-auction on the portal <https://sbi.auctiontiger.net>. M/s. e-Procurement Technologies Ltd., (abc procure)., A-201/208, Wall Street- II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad – 380 006, Phone 079-40230810/827/816 to 820, Mr.Manohar V - +91 7353931866, email: [karnataka@auctiontiger.net](mailto:karnataka@auctiontiger.net) & support@ auctiontiger.net will provide User ID & Password after due verification of PAN of the Eligible Bidders.

20. During e-Auction, if no bid is received within the specified time, State Bank of India at its discretion may decide to revise opening price / scrap the e-Auction process / proceed with conventional mode of tendering.

21. The Bank / service provider for e-Auction shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the causes.

22. The bidders are required to submit acceptance of the terms & conditions and modalities of e-Auction adopted by the service provider, before participating in the e- Auction.

23. The bid once submitted by the bidder, cannot be cancelled/withdrawn and the bidder shall be bound to buy the property at the final bid price. The failure on the part of bidder to comply with any of the terms and conditions of e-Auction, mentioned herein will result in forfeiture of the amount paid by the defaulting bidder.

24. Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.

25. The Authorised Officer shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.

26. The EMD of the unsuccessful bidder will be refunded to their respective Account Numbers shared with the Bank. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).

27. The Authorised Officer is not bound to accept the highest offer and the Authorised officer has absolute right to accept or reject any or all offer(s) or adjourn / postpone / can-



		<p>cel the e-Auction without assigning any reason thereof. The sale is subject to confirmation by the Secured Creditor.</p> <p>28. The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, Registration expenses, fees etc. for transfer of the property in his/her name.</p> <p>29. The payment of all statutory / non- statutory dues, taxes, rates, assessments, charges, fees etc., owing to anybody shall be the sole responsibility of successful bidder only.</p> <p>30. In case of any dispute arises as to the validity of the bid (s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of the Authorised Officer shall be final. In such an eventuality, the Bank shall in its sole discretion be entitled to call off the sale and put the property to sale once again on any date and at such time as may be decided by the Bank. For any kind of dispute, bidders are required to contact the concerned Authorised Officer of the concerned bank branch only.</p> <p>31. The sale certificate shall be issued after receipt of entire sale consideration and confirmation of sale by secured creditor. The sale certificate shall be issued in the name of the successful bidder. No request for change of name in the sale certificate other than the person who submitted the bid / participated in the e-Auction will be entertained.</p>
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**Date: 08/02/2019**

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