

**The Special Terms & Conditions appearing on the day of e-auction under VIEW LIVE E-AUCTION are final and which may be downloaded.**

### **Terms and Conditions of E Auction Sale of Immovable Properties**

Notice is hereby given to the Public in general and in particular to the Borrower(s) and Guarantor(s) that the below described immovable property mortgaged/charged to the Secured Creditor, the constructive Possession of which have been taken by the Authorized Officer of NABSAMRUDDHI Finance Limited, Registered Office, RTC X Roads, Musheerabad, Hyderabad will be sold on “As is where is”, “ As is what is”, and “Whatever there is” on 10.01.2025 for recovery of Rs.1,39,90,673/ - as on 31.10.2024 plus further applicable Interest and other legal charges from 01.11.2024 due to NABSAMRUDDHI Finance Limited, Registered Office, RTC X Roads, Musheerabad, Hyderabad, Secured Creditor from M/s. BIOVED Research Society, represented by its General Secretary , Shri. Brijesh K. Dwivedi, 103/42, Motilal Nehru Road (Near Prayag Railway Station) Prayagraj (Allahabad) – 211 002.

The Reserve Price will be Rs.2,30,66,000/- (Rupees Two Crore Thirty Lakh Sixty Six Thousand only) and Earnest Money Deposit(EMD) will be Rs.23,06,600/- (10% of Reserve Price).

#### **Contact Details:**

NABSAMRUDDHI FINANCE LIMITED (NSFL), Hyderabad/Mumbai:

Mr. L.S.Naveen Kumar; Desig: Chief Financial Officer; Mobile.No.-7598154840.

Mr. Maheep Panwar , Desig: Chief Operating Officer: Mobile No. 9828166112

Mr T Vijaykumar : Desig : Recovery Officer ; Mobile no. 9493643556

E Mail ID- [cfo.nabsamruddhi@nabard.org](mailto:cfo.nabsamruddhi@nabard.org), [coo.nabsamruddhi@nabard.org](mailto:coo.nabsamruddhi@nabard.org)

MSTC, Hyderabad:

Mr SIDDHARTH VARADI, DM, Mobile No. 040-23301039/49/79, 9515076275.

E-mail id: [hydopn1@mstcindia.in](mailto:hydopn1@mstcindia.in), [hyd@mstcindia.co.in](mailto:hyd@mstcindia.co.in), [svaradi@mstcindia.co.in](mailto:svaradi@mstcindia.co.in)

Full description of property, including structures and compound location:

#### **Schedule I - Details of the Property**

Property: House property belonging to M/s. Bioved Research Society, situated at Motilal Nehru Road, in Sy.No. part of 42(old) and 103(new). Area: 112 Sq. metres.

Bounded as:

East: House of KhareJi. West: Service Lane.

North: Property of Dr.B.K.Dwivedi. South: Lane.

Property: House property belonging to M/s. Bioved Research Society, situated at Motilal Nehru Road, in Sy.No. part of 42(old) and 103(new). Area: 112 Sq. metres.

Bounded as:

East: House of KhareJi. West: Service Lane.

North: Property of Hemlata Dwivedi.

South: Property of Bioved Research Society.

Property: House property belonging to M/s. Bioved Research Society, situated at Motilal Nehru Road, in Sy.No. part of 42(old) and 103(new). Area: 112 Sq. metres.

Bounded as:

East: House of KhareJi. West: Service Lane.

North: House of Yadav.

South: Property of Dr.B.K.Dwivedi

**Note :** The above three properties are housed in a Single Building and the Reserve Price quoted is for all the properties put together.

Name, Designation and contact Mobile No. of Officials of NABSAMRUDDHI, Hyderabad/Allahabad to be contacted for further details:

L. S Naveenkumar, Chief Financial Officer, Office Address : NABSAMRUDDHI Finance Limited, RTC X Roads, NABARD Telengana RO, Hyderabad Mobile no. 7598154840.

T. Vijaykumar, Recovery Officer, NABSAMRUDDHI Finance Limited, Hyderabad. Mobile no. 9493643556

For inspection of property : Subash Yadav, Allahabad. Desig: Advocate; Mobile No.-7905132029.

### **MSTC TERMS AND CONDITIONS:**

TERMS & CONDITIONS OF SALE ON 10.01.2025 AS IS WHERE IS WHATEVER THERE IS BASIS IN THE MATTER OF E AUCTION by NABSAMRUDDHI

Preliminary: The competent authority of NABSAMRUDDHI FINANCE LIMITED has permitted the NABSAMRUDDHI FINANCE LIMITED to sell the Scheduled properties by inviting competitive bids through e-Auction to be conducted by selling agent namely M/s MSTC LTD., a Mini Ratna Central Public Sector Undertaking (CPSU) under Ministry of Steel, GoI, on website: <https://www.mstcecommerce.com>

Definitions and Abbreviations: Unless the context otherwise requires under the Terms and Conditions of the e- auction Sale the following words wherever appear means:

Scheduled Property means property described in the Sale Notice/Schedule-1as indicated above.

Bidder(s) Successful bidder(s) means any person being an Individual or Proprietor or Partnership firm or LLP or company and who is paying the Earnest Money Deposit (EMD) and getting registered with MSTC. Bidder(s)/Successful bidder(s) while being used interchangeably shall be deemed to mean and include his/her/ their/its legal heirs, legal representatives, successors in interest and permitted assignee, as the case may be and includes legal person interested in submitting quotations/offers.

EMD means Earnest Money Deposit and/or Pre-Bid EMD to be paid as described in the e-Auction catalogue to qualify for participation in E-Auction.

"Competent Authority, NABSAMRUDDHI" means the Managing Director, NABSAMRUDDHI FINANCE LIMITED.

MSTC means MSTC Limited and further means Service Provider/ Selling Agent MSTC is hosting auction on the receipt of NOTICE from NABSAMRUDDHI. MSTC is not involved in any decision making role.

Sale Notice means the Auction Sale Notice published in the News Papers and shall also include other information i.e., Terms and Conditions of Sale governing the e-auction sale, Know Your Customers (KYC) documents, required particulars for Online Registration of Bidders, and all other information and document hosted on webpage: <https://www.mstcecommerce.com> for guidance of the Bidders.

"Seller" means NABSAMRUDDHI FINANCE LIMITED (NSFL) having its Registered office at Hyderabad and Corporate office at Mumbai.

Inspection of Property -Prospective Bidders may carry out inspection of the scheduled property on the scheduled dates and time as given below.

**Date and time of inspection:** From 01 January 2025 to 09 January 2025 between 3pm to 5 pm.

Attendance record of the prospective bidder coming for inspection shall be maintained by the Seller and the inspection/visit details to be recorded in this register.

Buyer beware

Property is being sold on "As is where is", "As is What is" and "Whatever there is" basis by NABSAMRUDDHI. Bidders are advised to ascertain on their own all information about the nature of right and title, survey/Municipal/Corporation/Industrial plot Nos. and respective maps, extent/area of Land, boundaries, statutory sanctions of approval and all other dues statutory/other with respect to immovable property prior to submission of bid in the e-Auction. No dispute in this regard will be entertained by the Seller/Selling Agent after submission of bids. The Bidder will not raise any dispute regarding the terms and conditions of the e-auction or about the particulars of the scheduled property or contest the same once he has been declared as successful Bidder.

Any Bid made shall be deemed to have been submitted after complete satisfaction of the title, status, condition, quantity and quality etc., of the scheduled property/ies. Conditional offers/bids shall not be accepted. Amendment to the offers/bids shall not be permitted after the closure of e-auction. The rule of caveat emptor is applicable.

## **Earnest Money Deposit (EMD)/Pre-Bid EMD**

The pre-bid amount/Earnest Money Deposit(EMD) needs to be paid by the participating buyers through MSTC's e-commerce portal through Pay Pre-Bid EMD LINK provided in the buyer login page only, provided in the buyer account, within Office hour, at least one day before the date of e-auction and no other payment mode will be entertained. The buyer should check the EMD Ledger link after making the payment and the same amount should be reflected in this link. The unsuccessful buyers can raise their refund request in EMD Refund Request link. Only the registered customers who will submit the pre bid EMD within the aforesaid period will be able to participate against the above mentioned lot/s in this e-auction. The entire PRE BID EMD of the successful bidders will be forfeited automatically if the highest bidder fails to pay the required Post-Bid Payment for the lot awarded to them. The PRE BID EMD of the unsuccessful parties will be refunded. No interest is payable by MSTC/SELLER on the PRE BID EMD/ EMD.

Bidder/s who do not submit the pre-bid EMD would not be eligible to participate in e-Auction.

## **Submission of Offers**

The person(s) interested in submitting quotations/offers shall submit the offers online through website: [www.mstcecommerce.com](http://www.mstcecommerce.com). The offer/bid submitted in other mode shall not be entertained.

Bidders are required to complete the registration formalities with MSTC before payment of the interest free EMD/pre-bid amount on or before one day prior to scheduled date and time as prescribed above.

The prospective bidders should comply with KYC norms. All financial transaction towards e-auction sale of scheduled property must be made only through the bank account (registered with MSTC) in respect of which the cancelled cheque has been given by the authorized and identified Bidder.

## **e-Auction**

Bidder shall be allowed to increase bid equal to or above the start price of Rs. 2,30,66,000/- in increments of Rs:10,000/-.

e-Auction Result/Status: Status of bids must be personally seen by the Bidders online through the link "Auction Lot Status" immediately after closing of e-Auction. Highest Bid received equal to or above the start price is accepted by the system and will be submitted to NABSAMRUDDHI FINANCE LIMITED for confirmation of sale in favour of highest bidder.

Email Address of Bidders must always be kept valid, failing which Bidders will be liable for non-compliance of payment or any other instruction required to be issued by MSTC to them via email.

The Sale will be governed by the Material List i.e. guidelines for online registration of intending bidders and all other information/ documents hosted on webpage for guidance of intending bidders and pertaining to the e-auction sale & Terms & Conditions (hereafter referred as TC for brevity) displayed on the "Live e-Auction Floor". The Material List & TC displayed under "View Forthcoming Auctions" on MSTC's e-Auction Website are tentative and subject to change at Seller s / MSTC's sole discretion before the

start of e-Auction. Bidders should therefore download the Material List and TC displayed only under "View Live Auctions" for their record purpose, if required. Participation in the e-Auction will be deemed to imply that the Bidders have made themselves thoroughly aware of and accepted the TC, and Material List. Seller / MSTC shall have the right to issue addendum to the TC or Material List to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original TC. In this regard, the prospective bidders are advised to keep a close watch on the MSTC website to take notice of such addendum/s if any.

During Live Auction, only brief Lot details will be shown under "Lot Name" on the "Auction Floor" where Bidders are required to bid. The detailed "Lot Description" can be seen by the Bidders by clicking on the "Lot Name" and it shall be the responsibility of the Bidders to see the "Lot Description" before bidding and no representation/complaint from the Bidders in this regard will be entertained by MSTC/Seller.

It will be the Bidder's responsibility to personally see the result of e-Auction by seeing and downloading the "Auction Lot Status" from the Website immediately after Closure of e-Auction which will be displayed up to 7(Seven) days from the date of acceptance (excluding the date). A system generated automatic Sale Intimation Letter will be issued by e-mail to the Highest Bidder once the highest bid or any other bid is accepted by the Managing Director, NABSAMRUDDHI FINANCE LIMITED. Bidders must therefore keep a watch on their incoming e-mail. No hard copy of the Sale Intimation Letter (on Confirmed or STA basis) will be issued by MSTC.

The Bidders shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by SELLER/MSTC in this regard. Bidders must be careful to check the Bid Amount/No. of [ ] o /No. of Digits, etc., and if required, rectify their bid before submitting the Bid into the live e-Auction floor by clicking the Bid Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for the Lot, this will be displayed by way of a WARNING MESSAGE on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals.

### **8. Acceptance of the highest (H-1) bid**

Acceptance of the highest (H-1) bid confirmation by the competent authority, NABSAMRUDDHI FINANCE LIMITED and securing the status of highest Bidder, confers no right, so as to demand the automatic confirmation of sale in his / her favour.

The Recovery officer of NABSAMRUDDHI Finance Limited shall submit to Managing Director, NSFL, through Chief Financial Officer, a report alongwith the E Auction result, , soon after conclusion of e-auction for approval of sale in favour of highest Bidder. The Managing Director, NABSAMRUDDHI FINANCE LIMITED may approve the highest bid with the approval of Board of NABSAMRUDDHI, considering the adequacy of price in light of the valuation and other relevant facts as may be deemed fit and proper by NABSAMRUDDHI policies. The sale shall stand confirmed only after payment of the entire bid amount by H1 bidder approved by NABSAMRUDDHI within time lines given below. Goods and Service Tax (GST) shall be applicable over and above the bid amount.

Once the bid is accepted by the NABSAMRUDDHI, confirmation mail or letter shall be sent by NABSAMRUDDHI to buyer. The payment terms is as indicated below:

25% of the bid amount to be deposited to NABSAMRUDDHI FINANCE LIMITED by the successful bidder within three (3) days from the date of acceptance of H1 bid failing which the Pre-Bid EMD/EMD shall be forfeited.

The entire due balance payment will have to be paid by the successful Bidder to NABSAMRUDDHI FINANCE LIMITED within twenty two (22) days of acceptance of H1 bid by NABSAMRUDDHI.

The highest Bidder will not be entitled to assign their right to buy the scheduled property to any third party or nominate any third party, once they are declared to be the successful Bidder. In other words, the Sale will be made only to the successful Bidder and not to any third party.

### **Forfeiture of EMD, etc.**

The Seller reserves the right to forfeit Pre Bid EMD/Post bid EMD amount lying with MSTC/Seller from the successful Bidder who defaults in making the due/balance payments against the e-Auction.

The successful Bidder shall pay full and final bid amount along with GST as may be applicable, within the time prescribed failing which the EMD amount remitted will stand forfeited and will be credited to the Account of the NABSAMRUDDHI FINANCE LIMITED. Delivery of Possession & Confirmation of Sale

The possession of the property/ies shall be handed over to the successful bidder/Bidder after 30 days of payment of full and final sale consideration.

The scheduled property shall remain in every respect at the entire risk of the BUYER .

Delivery of the scheduled property/ies as covered in this e-auction will be made on “As is where is”, “As is what is”, and “Whatever there is” basis.

The transfer of registration of properties shall be done in favour of the successful bidder after the sale is confirmed by the NABSAMRUDDHI FINANCE LIMITED.

### **Bidder to verify the property and bear the costs:**

It shall be the absolute responsibility of the respective successful bidder to confirm the authentic boundary, survey No./Corporation No., Survey map and all other relevant information for proper identification of the sold property. The cost of stamp duty, registration/transfer and all types of other dues and charges levied by any authority relating to transfer of property shall be borne by the successful bidder.

## **12. Taxes Like GST**

Successful Bidder shall pay GST as may be applicable, over and above the approved bid amount.

### **General**

The sale will be subject to further modification/alteration of terms and conditions of sale as the Managing Director, NABSAMRUDDHI FINANCE LIMITED may deem fit and proper.



The Managing Director, NABSAMRUDDHI FINANCE LIMITED reserves the right to withdraw the sale and decline to accept any offer including the highest offer without assigning any reason thereof. The sale will be confirmed by NABSAMRUDDHI FINANCE LIMITED only after the entire sale consideration has been deposited by the successful bidders.

No Authority, other than the Managing Director, NABSAMRUDDHI FINANCE LIMITED will have the jurisdiction to deal with any matter arising out of the sale proceedings.

Any kind of objection with respect to subject matter of sale must be brought to the notice of the Managing Director, NABSAMRUDDHI FINANCE LIMITED before acceptance of bid. No objection of any kind shall be entertained thereafter.

All contracts/transactions entered into by the buyer/Bidder arising out of this e-auction shall be governed by the Integrity pact available on website: [www.mstcindia.co.in](http://www.mstcindia.co.in) and <https://www.mstcecommerce.com>

The information in respect of the scheduled property have been stated to the best of the knowledge from the available records. The Seller/MSTC, however, shall not be responsible for any error, misstatement or omission in the said particulars. The Bidders are, therefore, requested to verify the same, in their own individual interests before submitting the Bids.

**NABSAMRUDDHI TERMS AND CONDITIONS:**

**OTHER TERMS & CONDITIONS FOR SALE OF IMMOVABLE PROPERTIES BY E-AUCTION**

The property shall be sold on 10.01.2025 As is where is basis, “As is What is” and “Whatever There is” and sale shall be subject to other terms and conditions as published on the official website of MSTC Ltd.

The particulars mentioned in the sale proclamation have been stated to the best of the information of this office but this office shall not be answerable for any error, misstatement or omission in the proclamation of sale.

So far known to this office there are no claims, liabilities or encumbrances other than as mentioned in the Proclamation of sale. The Bidders may get it verified.

So far known to this office there are no arrears of Municipal tax or other taxes but if there are any, if the auction price obtained what is due from the defaulter to the NABSAMRUDDHI then from out of the excess amount such Municipal tax arrears etc., will be paid. But if there is no excess, such taxes will not be paid by the NABSAMRUDDHI and the successful bidder of the property has to take the property subject to payment of taxes.

Each bidding will be increased by Rs. 10,000 as mentioned in point no.7.1 of MSTC terms.

The properties will be normally sold to the successful bidder and registered in name of successful bidder as per the mortgaged deeds available with NABSAMRUDDHI. All the three properties are located in a single building. The sale shall be in the same order in which they have been shown in the proclamation of sale.

Each bidder should be qualified to bid at the auction as per MSTC terms and conditions.

In case of any dispute regarding qualification, decision of Managing Director, NABARDMRUDDHI shall be final.

The successful bidder should bear all statutory dues / taxes / charges as applicable as per law.

There is a reserve price (Start Price) of Rs. 2,30,66,000 /- fixed for auction and if the highest bid is greater than this reserve price even though NABSAMRUDDHI conducting auction might have knocked down in favour of the highest bidder, the competent authority, NABSAMRUDDHI in his/her discretion may decline to accept such bid.

If the price offered appears to be clearly inadequate, also the competent authority of NABSAMRUDDHI may decline to accept the bid.

NABSAMRUDDHI/MSTC conducting the sale shall have the discretion to adjourn the sale for any reason subject to the provisions of the Second Schedule to the Income-tax Act, 1961. There is no necessity for fresh proclamation sale to be issued if the adjournment is for a period of not more than 30 days.

Joint bidding by two or more persons is not allowed. The property rights shall be transferred to the H1 bidder, which is approved by NABSAMRUDDHI Finance Limited.

NABSAMRUDDHI/ MSTC conducting the auction will collect Rs.23,06,600/- pre bid EMD amount from all the bidders who are taking part in the auction. The deposit amount in the case of the successful bidder will be adjusted towards the Post bid EMD amount, In the case of unsuccessful bidders, the deposit amount, which will not carry interest, will be returned at the close of the auction.

All the bidders should note that in case the full amount of arrears due for which the proclamation of sale has been given is paid before the start of the auction, the auction would automatically become cancelled. On no account, the bidders can claim any costs, expenses or other compensation for their having attended and participated in the auction. Similarly, in case there is any stay from any authority including the Court, the auction will be postponed or cancelled without any further notice and the persons participating in the auction cannot claim any damages etc., for such postponement. Prior intimation will be given to MSTC Ltd regarding postponement or cancellation.

Presence in the auction or participation online auction process in the bid shall be deemed an acceptance of the conditions specified here. NABSAMRUDDHI/MSTC conducting the auction reserves the right to prevent any individual from participating in the bid if he is satisfied that such an individual's presence may impede the progress of the auction.

The sale of immovable property will be confirmed after payment of full purchase price and only on the confirmation of the sale by NABSAMRUDDHI.

For any reason if the sale is not confirmed but is set aside, then the entire purchase money paid will be refunded to the highest bidder together with interest at such rate as will be allowed by NABSAMRUDDHI i.e 5% per annum. Bidders participating in the auction cannot claim any damages etc., for such setting aside.



Sale of immovable property shall be confirmed within 30 days from the date of payment of full bid amount. After the confirmation of the sale of immovable property, the process of registration of the property shall be started which is liable for stamp duty and is to be forwarded to the sub-Registrar. These charges (which may vary from State to State) are to be borne by the successful bidder.

After confirmation of the sale and after the registration of property is completed, the same shall be published in the local Newspaper by NABSAMRUDDHI mentioning that from the date of the Newspaper notice it has become absolute and the successful bidder has become owner of the property.

In case the property is occupied by any tenant then tenant cannot be evicted by this office. However, an order will be made declaring the successful bidder as the owner of the property from the date the sale by Newspaper notice as indicated above and a copy of it will be served and affixed on the property. The tenant will automatically become the tenant of the new successful bidder and from the date of purchase, the new successful bidder desires to evict the tenant he has to take recourse by himself in accordance with law by approaching the rent controller or other authority.

In case the property is occupied by the defaulter himself or any other person on his behalf who is not a tenant then the successful bidder is at liberty to go and take possession of the property. However, if any resistance is offered either by the defaulter or any person on his behalf, if an application is made by the successful bidder under Rule 39 of the Income tax Certificate Proceedings Rules, 1962, then efforts will be taken to put the successful bidder in the possession of the property and if need be, by removing the defaulter or any other person on his behalf who is obstructing the possession of the property.

Managing Director has absolute right to accept or reject a bid or to postpone/cancel the notified auction-sale without assigning any reason and in case of any dispute the decision of Managing Director, NABSAMRUDDHI shall be final.