



E-Auction bidding Terms and Conditions

1. Computerized E-Auction shall be conducted by service provider **M/S 4 Closure** on behalf of **Jana Small Finance Bank Limited**, on pre-specified date, while the bidders shall be quoting from their own offices/place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither Bank nor M/S 4 Closure shall be responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Auction successfully. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
2. M/S 4 Closure shall arrange to train the bidder(s) without any cost & shall acquaint bidder regarding the bidding process, functions and e-Auction rules. All the bidders required to ensure that compliance regarding receipt of training before start of bid process.
3. **Material for Bid:** Sale of Property by **Jana Small Finance Bank Limited** under SARFAESI Act read with Rules.
4. **Type of Auction:** E-Auction.
5. **Bidding Currency and Unit of Measurement:** Bidding will be conducted in Indian Rupees (INR) Only.
6. **Starting (Opening) Price/Bid Increment:** The opening price of the auction and the bid increment value shall be available to the Bidders on their bidding screen.
7. **Bid Price:** The Bidder has to quote the total price.
8. **For other terms and conditions, please see the E-auction notice published by Jana Small Finance Bank Limited.**
9. **Procedure of E-Auctioning**
 - i. **E-Form Submission**

All interested Bidders need to fill online form available on e-Auction domain with necessary details.
 - ii. **Online E-Auction:**
 - **Jana Small Finance Bank Limited** will declare its **Opening Price (OP)**, which shall be visible to the all Bidders during the start of the E-Auction. Please note that the start price of an item in online E-Auction is open to all the participating Bidders. Any Bidder can start bidding, in the online E-Auction, from the start price itself. Hence, the first online bid that comes in the system during the online E-Auction can be equal to the auction's start price, or higher than the auction's start price by one increment, or higher than the auction's start price by multiples of increment. The second online bid and onwards will have to be higher than the H1 rate by one increment value, or higher than the H1 rate by multiples of the increment value.
 - The **"Bid Increase Amount"** has been fixed in respect of each Property which the bidders can view on their bidding screen and the bidders will have to increase the bid amount in the multiple of **"Bid Increase Amount"**.
 - If a Bidder places a bid in the last 5 minutes of closing of the E-Auction and if that bid gets accepted, then the auction's duration shall automatically get extended for another 5 minutes, from the time that bid comes in. Please note that the auto-extension shall be for unlimited times and will take place only if a valid bid comes in last 5 minutes of closing. If valid bid is not received, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of E-Auction, the auction shall get closed automatically without any extension. *However, Bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.*

For Jana Small Finance Bank Ltd

Registered Office:

Authorised Signatory
Jana Small Finance Bank Ltd
The Fairway Business Park, # 10/1, 11/2 & 12/2B, Off Domlur,
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10. Successful Bidder shall be required to submit the final prices, quoted during the E-Auction as per **Annexure – III** after the completion of E-Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to, before start of the E-Auction.

During E-Auction, if no bid is received within the specified time, **Jana Small Finance Bank Limited** at its discretion may decide to revise Opening price/scrap the E-Auction process/proceed with conventional mode of tendering.

11. The bid once submitted by you, cannot be cancelled/withdrawn and the Bidder shall be bound to buy the Property at the final bid price. **The failure on part of Bidder to comply with any of the terms and conditions of the E-Auction notice and Tender Document will result in forfeiture of the amount paid by the defaulting Bidder.**
12. The Bidders will be able to view the following on your screen along with the necessary fields in the E-Auction:

- a. Leading Bid in the E-Auction (H1 – Highest Rate)
- b. Bid Placed by Bidder
- c. Opening Price and Minimum Increment Value.
- d. The bid rank of Bidder in the E-Auction.

13. The decision of the Bank regarding declaration of successful Bidder shall be final and binding on all the Bidders.
14. The Bank shall be at liberty to cancel the E-Auction process/tender at any time, before declaring the successful Bidder, without assigning any reason.
15. The Bank / M/S. 4 Closure shall not have any liability towards Bidders for any interruption or delay in access to the site irrespective of the cause.
16. The Bidders are required to submit acceptance of the terms and conditions and modality of E-Auction given above before participating in the E-Auction.
17. **Duration of E-Auction:** The E-Auction of each Property is scheduled to be conducted on the day and time as specified in the E-Auction notice published in the newspapers and the soft copy enclosed as **Annexure -I** below. There will unlimited extensions of 5 minutes duration each if any valid bid is received in last 5 minutes of the close of auction. The Bidders are cautioned not to wait till the last minute or last few seconds to enter their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.
18. **Successful Bidder:** At the end of the E-Auction, Bank will evaluate all the bids submitted and will decide upon the successful Bidder. Bank's decision will be final and binding on all the Bidders.

Terms and Conditions for Sale of Property

- i) The E-Auction is being held on "AS IS WHERE IS" , "AS IS WHAT IS BASIS" and "WHATEVER THERE IS" and "WITHOUT RECOURSE BASIS"
- ii) To the best of knowledge and information of the Authorised officer, no other encumbrance exists on the Property except for which has been specified in the Public E-Auction notice annexed as **Annexure-I**. However, the intending Bidders should make their own independent enquiries regarding the other encumbrances, title of Property put on auction and claims/rights/dues effecting the Property, prior to submitting their bid. 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. The auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Bank. The Property are 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.
- iii) It shall be the responsibility of the Bidders to inspect and satisfy themselves about the Property and specification before submitting the bid. No queries in this regard shall be entertained at the time of e-auction. Bidder(s) whose offer is accepted by Authorised Officer shall not raise any grievance/complaint and shall not be permitted to withdraw after his offer is accepted by the Authorised Officer, either on the ground of

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- terms and conditions of sale of property and further shall be deemed to be waived all objections as to the title, descriptions, measurements etc in respect of such Property.
- iv) The particulars specified in the E-Auction notice published in the newspapers and annexed herein below as **ANNEXURE I**, have been stated to the best of the information of the Authorised Officer; however the Authorised Officer shall not be responsible/liable for any error, misstatement or omission.
- v) The inspection of the property put on auction will be permitted to interested Bidders at sites strictly on the day and time mentioned in the Public E- Auction Notice annexed as **ANNEXURE-I**. It shall be the responsibility of the Bidders to inspect and satisfy themselves about the property and specification before submitting the bid.
- vi) The Interested bidders shall pay the EMD through Demand Draft as mentioned in Public E Auction Notice(**Annexure I**) latest by 5:00 PM on or before the date of auction and register their name at "<https://bankauctions.in>" and get user ID and Password free of cost and get training on e-Auction from our service provider, **M/S 4 Closure** by contacting on **Helpline No. 8142000809/8142000061** Contact Person Mr. Bhaskar Naidu, e-mail-Id: subbarao@bankauctions.in, and e-mail ID: info@bankauctions.in. The Demand Draft shall only be done from the account of the intending bidders and the details of which shall be mentioned in the web portal. For any query in respect of Property, the interested bidders may contact the **concerned Authorised Officer** specified in the Public E-Auction notice **during working hours**. (Mon- Fri from 10 AM to 5 PM)
- vii) After registration of the Bidders on the web-site as mentioned in para (vi) above, the intending purchaser/ Bidder is required to **get the copies of following documents uploaded** in the website **before last date of submission of the bid(s)** (as mentioned in the public auction notice published in the newspapers and copy of which is attached below as **ANNEXURE-I**)
1. Copy of the DD/Pay Order;
 2. Copy of PAN card;
 3. Proof of identification (KYC) viz. attested copy of Voter ID Card/ Driving License/ Passport etc.
 4. Copy of proof of address, without which the bid is liable to be rejected.
- viii) The interested Bidder has to submit their Bid Documents [EMD (as mentioned in the E Auction Notice) and required documents (mentioned in Point No. vii)] on/ before the respective dates mentioned in the E-Auction notice till 5:00 PM, after going through the registering process (One time) and generating User ID and password of their own, shall be eligible for participating the E-Auction Process, subject to due verification (of the documents) and/ or approval of the concerned Authorised Officer.
- ix) The E-Auction will take place through web portal "<https://bankauctions.in>" on the time specified in the E-Auction notice published in the newspaper and as per **ANNEXURE-I** attached herewith. Only Bidders holding valid User ID/ Password and confirmed payment of Demand Draft shall be eligible for participating in the E-Auction process.
- x) The Bidder has to specify the choice of the Property for which offer is submitted from the list mentioned in the above website along with the **EMD amount**. **(Kindly take note that minimum offer amount cannot be less than the reserve price mentioned in the public auction notice published in the newspapers and copy of which is attached below as ANNEXURE-I below.)**
- xi) The interested Bidders may give offers either for one or more than one Property. In case bidder, bids for more than one Property, he will have to submit separate EMD amount for each Property and also upload in website separate documents as per para (vii) above for each Property along with the bid amount.
- xii) The Bidders are not permitted to withdraw their bids once the EMD is deposited by them. In case of non participation of bidders in the auction, the EMD shall be forfeited.
- xiii) 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.** If any Bidder wishes to give a fresh offer for the Property advertised on or before the last date prescribed for submission of the bids in the concerned advertisement, he / she /its they may submit a fresh bid with appropriate EMD, subject to withdrawal of the earlier submitted offer/bid.

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- xiv) If the dues of the Bank together with all costs, charges and expenses incurred by it or part thereof as may be acceptable to the Bank are tendered by or on behalf of the Borrower or property holder/s or guarantor/s at any time on or before the date fixed for sale, the sale of assets may be cancelled.
- xv) The E-Auction is by way of inter-se bidding amongst the Bidders and the Bidders shall increase the bid amount in the multiple of amount mentioned against each Property. The inter-se bidding amongst the Bidders shall commence online exactly on the date and time specified in the public E-Auction notice annexed as **ANNEXURE-I**.
- xvi) The EMD of unsuccessful Bidders will be returned to the bidders. The Bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any). The Bidders will not be entitled to claim any interest if the refund of EMD is delayed or for any reason whatsoever.
- xvii) Immediately upon closure of E-Auction proceedings, the highest bidder shall confirm the final amount of bid quoted by him by e-mail both to the Authorised Officer and the Service Provider for getting declared as successful bidder in the E-Auction Sale proceedings.
- xviii) 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/cancel the auction without assigning any reason thereof.
- xix) The successful Bidder shall deposit 25% of sale consideration, after adjusting the EMD already paid, not later than next working day of the date of E-Auction to the Authorised Officer, failing which the earnest money deposit by the bidder shall be forfeited. The balance 75% of the sale consideration is payable on or before 15th day of confirmation of the sale by the Authorised Officer or such extended period as agreed upon in writing by and solely at the discretion of the Authorised Officer. In case of failure to deposit the balance amount of the sale consideration within prescribed period, the amount deposited by the defaulting Bidder shall be forfeited and the defaulting Bidder shall neither have claim on the Property nor on any part of the sum for which may it be subsequently sold and the Authorised Officer may put up the Property / secured asset(s) for sale/disposal again, in its absolute discretion and may also resale/offer the same to the second highest bidder. Further, all costs, charges and expenses incurred by the Bank on account of such resale shall be borne and paid by the defaulting purchaser.
- xx) It shall be the duty of successful Bidder to get the Sale Certificate registered with the concerned authority for which Authorised Officer/Secured Creditor shall extend its support. 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. The bidder will have to abide by the rules and regulations of the Local Authority with respect to transfer or use of the Property.
- xxi) 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.
- xxii) 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 Bank 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 by any of the modes prescribed under the SARFAESI Rules, 2002 on any date and at such time as may be decided by the Bank.
- xxiii) In case all the bids are rejected, Authorised Officer can negotiate with any of the Bidders or other parties for sale of the Property by way of private treaty. The sale certificate shall be issued on the receipt of entire sale consideration and confirmation of sale by secured creditor as per format prescribed under SARFAESI Act and Rules. The sale certificate shall be issued by Authorised Officer in the same name in which the offer is submitted and will not be issued in any other name(s). Further, possession of the Property will be also given to the same person in whose name the sale certificate has been issued.
- xxiv) If the sale consideration is more than Rs 50,00,000/- (Rupees Fifty Lakh only) then the auction purchaser/successful Bidder has to deduct 1% of the sale consideration as TDS in the name of the owner of the Property and remit it to Income Tax Department as per section 194 IA of Income Tax Act and only 99% of the sale consideration has to be remitted to the Bank. The Sale Certificate will be issued only on receipt of Form 26QB and Challan for having remitted the TDS.

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- xxv) On issuance of Sale Certificate by the Bank, sale shall be complete and no claims shall be entertained by the Bank.
- xxvi) The Bank will be at liberty to amend/modify/delete any of the above conditions at its sole discretion as may be deemed necessary or warranted in the light of the facts and circumstances of the case without giving any further notice to the Bidders and the Bidders shall be deemed to have accepted such revised terms and would accordingly be bound by them.
- xxvii) Nothing in this notice constitutes or will be deemed to constitute any commitment or representation on the part of Bank to sell the Property. Bank reserves the right to cancel the sale for any reason it may deem fit or even without assigning any reason and such cancellation shall not be called in question by the Bidders.
- xxviii) All Bidders who submitted the bids, shall be deemed to have read and understood the terms and conditions of the E-Auction and be bound by them.

Other Terms and Conditions for Sale of Asset(s)

- The Bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of **Bank** or to any other party.
- The decision of Bank declaration of successful bidder shall be final and binding on all the Bidders.
- M/S. 4 Closure/Bank shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- M/S. 4 Closure/BANK is not responsible for any damages, including damages that result from, but are not limited to negligence. M/S. 4 Closure will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.: Bidder(s) will have to go through the ANNEXURES uploaded on the Web Portal (<https://bankauctions.in>) and follow the following procedures:

- **Annexure – II:** All the Prospective Bidder(s) will have to –
 - get the printout
 - fill it up and sign
 - upload the scanned copy while submitting the bid
- **Annexure –III:** All the Prospective Bidder(s) will have to -
 - get the printout
 - fill it up and sign
 - upload the scanned copy while submitting the bid
- **Annexure – IV:** Just after receiving Training on e-Auction, Bidder(s) will have to –
 - get the printout
 - fill it up and sign
 - e-mail the scanned copy to the Authorised Officer (e-mail ID mentioned in Sale Notice) with a copy to info@bankauctions.in/subbarao@bankauctions.in.
- **Annexure – V:** Just after the completion of e-Bidding Process, the H1 Bidder will have to –
 - get the printout
 - fill it up and sign
 - e-mail the scanned copy to the Authorised Officer (e-mail ID mentioned in the Sale Notice) with a copy to info@bankauctions.in/subbarao@bankauctions.in.

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