

STRESSED ASSETS RECOVERY BRANCH, SOUTH BENGAL

Jeevan Deep Building, 2nd Floor, 1, Middleton Street, Kolkata - 700 071 Phone : (033) 2288 4437, Fax : (033) 2288 4302, E-mail : sbi.15196@ sbi.co.in



(Annexure-15 A)

THE TERMS AND CONDITIONS OF SALE TO BE UPLOADED ON THE WEBSITE OF THE SECURED CREDITOR

Property will be sold on 'AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS" Basis

1.	Name and address of	Borrower Name: SMT GITANJALI NAYAK
	the Borrower	Address: 10/7 Santi Pally Road, Parnasree, Circus Avenue, Kolkata-
		700060
2	Name and address of	SBI STRESSED ASSETS RECOVERY BRANCH, SOUTH BENGAL
	Branch, the secured	Jeevandeep Building, 2nd Floor, 1 Middleton Street, Kolkata - 700 071
	creditor	Phone : (033) 2288 4437, Fax : (033) 2288 4302, E-mail : <u>sbi.15196@sbi.co.in</u>
		MOBILE NO. OF AUTHORIZED OFFICER: +91-9674741918
3	Description of the	Description of TWO (2) Flats: [FOR SALE ONLY]
	immovable secured assets to be sold.	1) All that one self-contained residential tiles flooring without lift being Flat No. AB East North side on the Ground Floor measuring super built up area 650 sq. ft. more or less multi storied building constructed the name and style of "Sushil Bhawan", on the aforesaid land with 2 Bed rooms, 1 Dining, 1 Kitchen, 2 Toilets and 1 Varandah with fittings, fixtures therein along with proportionate un partitioned share of land and all right or common passage, drainage, underground and overhead reservoir, stair case, septic tank and all easement right, appurtenant thereof comprised in and lying and situated at land as described in First Schedule (of Deed No. 190102706 for the year 2023) referred to below, containing one flat together with undivided and impartible proportionate share of land and all other common utilities amenities and facilities.
		The Flat is butted and bounded by:-
		On the North : Open to Sky
		On the South : Stair & Garage
		On the East : Open to Sky
		On the West : Other Flat
		2) All that one self-contained residential tiles flooring without lift being Flat No. AB-1 East North side on the Ground Floor measuring super built up area 650 sq. ft. more or less multi storied building constructed the name and style of "Sushil Bhawan", on the aforesaid land with 2 Bed rooms, 1 Dining, 1 Kitchen, 2 Toilets and 1 Varandah with fittings, fixtures therein along with proportionate un partitioned share of land and all right or common passage, drainage, underground and overhead reservoir, stair case, septic tank and all easement right, appurtenant thereof comprised in and lying and situated at land as described in First Schedule (of Deed No. 190102706 for the year 2023) referred to below, containing one flat together with undivided and impartible proportionate share of land and all other common utilities amenities and facilities.
		The Flat is butted and bounded by:-
		On the North : Open to Sky
		On the South : Garage
		On the East : Other Flat On the West : Open to Sky
		The properties (1 and 2 described above) stands in the name of Smt. Gitanjali Nayak vide Deed No. 190102706 for the year 2023. And are situated at the below mentioned land and building as per Deed No. 190102706 for the year 2023.
		Description of Land & Building where the above mentioned two (2) Flats (1 and 2) are situated:
		All that piece and parcel of plot of Bastu land containing by measuring an area of 4 (Four) Cottah lying and situated at Mouza-Panshila., J.L. No6, RS No. 103, Touzi No. 155, comprised and contained in C.S. Dag No. – 200(P) & 283(P) corresponding to R.S. L.R. Dag No. 552 under L.O.P. No. 22, L.R. Kh
		1125, 1316 within the local limits of Panihati Municipality, Ward No. 19, Municipal Holding No. 28,
		Panshila Govt. Colony, under the Registration Jurisdiction of ADSRO at Sodepur, PS Khardah, Dist. North 24 Parganas, Kolkata – 700112, along with multi storied new building constructed named "Sushil Bhawan" which is butted and bounded as follows.
		is butted and bounded by:-
		On the North : By L.O.P. No. 9 Propderty of Raj Kumar Charaborty
		On the South : By 14 Ft wide PAnshila Govt. Colony Road

		On the East : By L.O.P. No. 21 Property of Upendra Nath Majumder On the West : By L.O.P. No. 23 Property of Usha Rani Dutta
		TYPE OF POSSESSION : PHYSICAL
4.	Details of the encumbrances known to the secured creditor.	The intending bidders are advised to satisfy himself by local enquiry and from own sources before participating in the auction process. Please also refer to point No. 13 and 14.
5.	The secured debt for recovery of which the property is to be sold	Rs. 37,36,877.00 (Rupees Thirty Seven Lakh Thirty Six Thousand Eight Hundred and Seventy Seven Only) as on 12.03.2024 with further interest and incidental expenses, costs etc.
6.	Deposit of earnest money	EMD : Rs. 3,04,200.00 (Rupees Three Lakh Four Thousand Two Hundred Only). Being the 10% of Reserve price to be remitted by RTGS/NEFT by the Bidder from his bank account in Bidder's Global EMD wallet maintained with ebkray.
7.	Reserve price of the immovable secured assets.	Reserve Price fixed: Rs. 30,42,000.00 (Rupees Thirty Lakh Forty Two Thousand Only) Bidder's Global EMD wallet maintained with BAANKNET on its e-auction site <u>https://baanknet.com/</u> (erstwhile ebkray.in is now BAANKNET.COM)
	Bank account in which EMD to be remitted. Last Date and Time within which EMD to be remitted.	Interested bidder may deposit Pre-Bid EMD with BAANKNET before the close of e- auction. Credit of Pre-Bid EMD shall be given to the bidder only after receipt of payment in BAANKNET's Bank account and updation of such information in the e-auction website. This may take some time as per Banking process and hence bidders, in their own interest, are advised to submit the Pre-Bid EMD amount well in advance to avoid any last minute problem.
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 15th 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.	27.03.2025 between 11.00 A.M. to 4.00 P.M. with unlimited extension of 10 minutes for each bid.
10.	The e-Auction will be conducted through the Bank's approved service provider E-auction tender	web portal : <u>https://baanknet.com/</u> (Erstwhile ebkray.in is now BAANKNET.COM)
	documents containing e- auction bid form, declaration etc., are available in the website of the service provider as mentioned above	e-Auction will be provided by Bank's e Auction service provider. The intending Bidders/Purchasers are required to participate in the e-Auction process at e-Auction Service Provider's website <u>https://baanknet.com/</u> . The Sale Notice containing the Terms and Conditions of Sale is uploaded in the Banks websites/webpage portal https://sbi.co.in/web/sbi-in-the-news/auction-notices/sarfaesi-and-others and also in <u>https://baanknet.com/</u> . The intending participants of e- auction may download free of cost, copies Terms & Conditions of e-auction, Help Manual on operational part of e-Auction related to this e- Auction from <u>https://baanknet.com/</u> .
11.	 (i) Bid increment amount: (ii) Auto extension: (iii) Bid currency & unit of measurement 	 (i) Rs. 25,000.00 (Rupees Twenty Five Thousand Only) (ii) Auto extension of 10 minutes each. (iii) INR
12.	Date and Time during which inspection of the immovable secured assets to be sold and intending bidders should	Date: 18.03.2025, Time: 11.00 A.M. to 3.00 P.M. Name: Sanghamitra Gangopadhyay e-mail Id : sanghamitra.gupta@sbi.co.in Mobile No: 9674741918

	satisfy themselves about	
	the assets and their	
	specification.	
	Contact person with	
	mobile number	
13.	Other conditions	(a). Bidders shall hold a valid digital Signature Certificate issued by competent authority and valid email ID (e -mail ID is absolutely necessary for the intending bidder as all the
		relevant information and allotment of ID and Pass word by M/s PSB Alliance Pvt. Ltd. through its auction portal/website <u>https://baanknet.com/</u> may be conveyed through e
		mail.(b) 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 License/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, SARB,South Bengal Branch, 2 nd floor, Jeevandeep Building, 1 Middleton Street, Kolkata-700071 before the auction date. Scanned copies of the original of these
		documents can also be submitted to e-mail Id of Authorised Officer (sanghamitra.gupta@sbi.co.in). (c) Names of Eligible Bidders to participate in online e-auction on the portal
		https://baanknet.com/ supported by PSB Alliance Pvt. Ltd. will provide User ID and
		Password after due verification of PAN of the Eligible Bidders. (d) 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 auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to
		before start of auction.
		(e) 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.(f) 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.
		(g) 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. 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.(h) Decision of the Authorised Officer regarding declaration of successful bidder shall be
		final and binding on all the bidders.(i) The Authorised Officer shall be at liberty to cancel the e-auction process/tender at any
		(i) The Flationised officer shall be at hereby to called all of a decision process relater at any time, before declaring the successful bidder, without assigning any reason.(j) The bid submitted without the EMD shall be summarily rejected. The property shall
		not be sold below the reserve price.
		(k) The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondences regarding any change in the bid shall be entertained.
		(1) The EMD of the unsuccessful bidder will be refunded to their respective wallet maintained with M/s PSB Alliance Pvt. Ltd. The Bidder has to place a request in DAAN//NET neutral answided has M/s PSB Alliance Pvt. Ltd for refund of the same hash
		BAANKNET portal provided by M/s PSB Alliance Pvt. Ltd for refund of the same back to his bank account. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any)
		and any other charges (if any). (m) 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. The sale is subject to confirmation by the secured creditor.
		(n) 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 may it be subsequently
		sold.
		(o) The successful bidder shall bear all the necessary expenses like applicable stamp duties/additional stamp duty/transfer charges, Registration expenses, Tax, fees etc. for transfer of the property in his/her name.
		(p) The payment of all statutory /non- statutory dues, taxes, GST, rates, assessments, charges, fees etc., owing to anybody shall be the sole responsibility of successful bidder only.

		 (q) The bidders are advised to in their own interest to satisfy themselves with the title and correctness of other details pertaining to the immoveable secured assets including the size/area of the immovable secured assets in question. They shall independently ascertain any other dues/liabilities/encumbrances in respect of the property from the concerned authorities to their satisfaction before submitting the bids. It would not be open for the Bidder(s) whose bid is accepted by Authorised Officer to withdraw his bid, either on the ground of discrepancy in size/area, defect in title, encumbrances or any other ground whatsoever. (r) 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 of 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. (s) 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 auction will be entertained. 	
14	Details of Pending Litigation, if any, in respect of property proposed to be sold	Not known to Bank. The intending bidders are advised to satisfy himself by local enquiry and from own sources before participating in the auction process. The Bank will not be responsible for future legal consequences, if any.	
Date : 11.03.2025 Authorized Officer, State Bank of India SARB, South Bengal			