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

## **ASSET WILL BE SOLD ON**

## "AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS" BASIS

1	Name and address of	Mr. Irshad Sarfaraz Ali		
	the Borrower	Flat No.303, Shri Ram Palace CHSL., Survey No.34/2, Plot NOs.143,144,145, Tingare Nagar, Pune 411046		
2	Name and address of Branch, the secured creditor	State Bank Of India, Stressed Assets Recovery Branch, Vardhman Building, 2nd Floor, Seven loves Chowk, Mahatma Phule Peth, Shankarsheth Road, Pune-411042		
3	Description of the movable secured assets to be sold	Property ID No Details of Property  SBIN101510225 Vehicle no: MH12QY2030  MODEL: Ford Endeavour 2.2L Titanium 4  Mfg year: September 2018  Engine no: JB71493  Chassis no: MAJAXXMRWAJB71493  Fuel – Diesel		
4	Details of the encumbrances known to the secured creditor	To the best of knowledge and information of the Authorised Officer, there are no other encumbrances advised to the Bank. The intending bidders should make their own independent inquiries regarding the encumbrances, title of property/ies put on auction 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 properties 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.		
5	The secured debt for recovery of which the property is to be sold	Rs. 39,41,832.00 (Rupees Thirty Nine lakhs Forty One Thousand		
6	Registration of intending Bidders	The intending Bidders/ Purchasers are requested to get themselves registered on portal ((https://baanknet.com) using their Mobile Number and email-id. Further, they are requested to upload requisite KYC documents. Once the KYC documents are verified by the e- auction service provider (which may take 2 working days), the intending Bidders /Purchasers has to transfer the EMD amount using online mode in his Global EMD Wallet before the last date for submission of online application for BID with EMD. The registration, verification of KYC documents and transfer of EMD in wallet must be completed well in advance, before auction. Only after having sufficient EMD in his Wallet, the interested bidder will be able to bid on the date of e-auction.		
7	Deposit of earnest money	Property ID No         EMD (Rs.)           SBIN101510225         1,27,700/-		
8	Reserve price of the movable secured assets  Payment of Earnest Money Deposit (EMD) amount	Property ID No  Reserve Price (Rs.)  12,77,000/-  EMD amount as mentioned above shall be paid online through NEFT/ RTGS mode only (After generation of Challan from (https:/ebikray.in) in bidders Global EMD Wallet). NEFT/ RTGS transfer can be done from any Scheduled Commercial Bank.		
<u></u>		transier can be done from any scheduled Commercial Datik.		

	<b>Last Date and Time</b> within which EMD to be remitted	not depositing the rec participate in the e-auci bear any interest. Interested bidder may Alliance) before the clos given to the bidder on Alliance) Bank account auction website. This ma hence bidders, in their of	ny other mode will not be accepted. Bidders, juired EMD online, will not be allowed to tion. The Earnest Money Deposited shall not deposit Pre-Bid EMD with baanknet(PSB e of e-Auction. Credit of Pre-bid EMD shall be y after receipt of payment in baanknet(PSB and updation of such information in the easy take some time as per banking process and own interest, are advised to submit the pre-bid ance to avoid any last minute problem.
9	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 Authorized Officer, by NEFT/ RTGS to Bank Account No. 30795094637 (Name of the Account- "SARC Collection Account") of State Bank of India, SARB Pune Branch, IFSC: SBIN0015246, 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.	
10	Time and place of public e-Auction or time after which sale by any other mode shall be completed	11 <sup>th</sup> March 2025 in between 12.00 pm to 03.00 pm	
11	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 the website of the service provider as mentioned above	Office at 4th Floor, Metro House, Mahatma Gandhi Road, Dhobi Talao, Near New Marine Lines, Mumbai- 400020 (Helpdesk Numbers:+918291220220) at the web portal https://baanknet.com For detailed terms and conditions of the sale, please refer to the link provided in State Bank of India, the secured Creditor website	
12	(i) Bid increment amount:  (ii) Auto extension: times. (limited / unlimited) (iii) Bid currency & unit of measurement	SBINI01510225 10,000.00  10 minutes (unlimited) Bid currency in Indian Rupees	
13	Date and Time during which inspection of the movable secured assets to be sold and intending bidders should satisfy themselves about the assets and their specification.	Time: 12.00 am to 4:00 pm  Authorised Officer: Shri Abhay D Somkuwar  Mobile No. 8275130684  Email Id- sbi.10151@sbi.co.in	

	Contact person with mobile number	
14	Other conditions	(a) Bidders shall hold a 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 baanknet may be conveyed through e mail.
		(b) 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.
		(c) 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 eauction process/ proceed with conventional mode of tendering.
		(d) 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.
		(e) 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.
		(f) 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.
		(g) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.
		(h) The Authorised Officer shall be at liberty to cancel the eauction process/tender at any time, before declaring the successful bidder, without assigning any reason.
		(i) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.
		(j) 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.
		(k) The EMD of the unsuccessful bidder will be refunded to their respective A/c numbers shared with the Bank. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).

- (I) 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.
- (m) 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.
- (n) The successful bidder shall bear all the necessary expenses like applicable stamp duties/additional stamp duty/transfer charges, Registration expenses, fees/GST etc. for transfer of the property in his/her name.
- (o) 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) 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.
- (q) 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.
- (r) The bidder are advised to in their own interest to satisfy themselves with the title and correctness of other details pertaining to the moveable secured assets including the size / area of the movable 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.

Date: 28.02.2025 Place: Pune