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

01	Name and Address of	M/s Westin Developers Pvt Ltd	
	the	3 rd Floor, SBI Pallavi CHSL, Veera Desai Road, Andheri West, Mumbai 400053	
	Borrower		
02	Name and	Stressed Asset Management Branch-II (SAMB-II),	
	address of	Raheja Chambers, Ground floor, Free Press Journal Marg, Nariman Point, Mun 400 021	nbai
	Branch, the secured	Email – team7.15859@sbi.co.in	
	creditor	Contact No – 9985592115	
03	Description	1. Flat No. G-1, Ground floor, B-Wing, Sangita CHSL, Plot No. 65, Gorai 2,	
	of the	Nearby Gorai Kinara Hotel, Lokmanya Tilak Road, Village Gorai, Borivali	
	immovable	(W), District- Mumbai Suburban, 400092 admeasuring 475 Square Feet i	n
	secured assets to	the name of Mr. Uttam Shantaram Phutankar (PHYSICAL POSSESSIO	N)
	be sold	2. Flat No. 604, 6th Floor, B Wing, Vintage 1, Asmita Enclave III, Near	
		Wockhardt Hospital, NH School Road, Survey No. 505 (Part), 92/1, 93 of	
		village Bhayander, Mira Road East, Taluka: Thane 401107 admeasuring	
		580 Square feet in the name of Mr. Shabbir Sirohia (SYMBOLIC POSSESSION)	
		FOSSESSION)	
		3. Shop No. 03, Ground floor, Eve Horizon, Sector No. 03, Charkop, Nearby	/
		Bhagvati Restaurant, RDP Road No. 6, Kandivali (W), Taluka: Borivali,	
		District: Mumbai Suburban, 400067 admeasuring 275 Square feet in the	
		name of Mrs Rekha Dinesh Kumar Rathod (SYMBOLIC POSSESSION)	
		Bank website www.sbi.co.in E-auction website	
		Bank website <u>www.sbi.co.in</u> E-auction website	
		Property ID No Property Video / Photos of USP	
		Location: Video / Priotos of OSP	
			<u>. </u>
			 ن <u>#</u>
		SBIN200015425860 (Lot-I)	
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		SBIN200015446883 (Lot – II)
		SBIN200015445979 (Lot – III)
04	Details of the encumbran ces known to the secured creditor	Nil
05	The secured debt for recovery of which the property is to be sold	Rs. 12,20,29,204.00 (Rs. Twelve Crore Twenty Lac Twenty Nine Thousand Two Hundred and Four only) as inclusive of interest upto 27.09.2018.+ interest at contracted rate till date thereon + expenses & costs (less cash recoveries, if any) (Outstanding as per 13(2) notice)
06	Deposit of earnest money	EMD: 1. Rs. 6,80,000.00/- (Rupees Six Lakhs Eighty Thousand only) 2. Rs. 5,50,000/- (Rupees Five Lakhs Fifty Thousand only) 3. Rs. 14,60,000/- (Rupees Fourteen Lakhs Sixty Thousand only) Being the 10% of Reserve price to be transferred / deposited by bidders in his / her/their own Wallet provided by M/s. PSB Alliance on its e-auction site https://baanknet.com/
07	Reserve price of the immovable secured assets:	Rs. 68,00,000.00 (Rupees Sixty eight lakhs only) Rs. 55,00,000.00 (Rupees Fifty five lakhs only) Rs. 1,46,00,000.00 (Rupees One Crore Forty Six lakhs only) Bidders own wallet Registered with PSB Alliance website on its e-auction site https://baanknet.com by means of RTGS/NEFT.
	Account/ Wallet in which EMD to be remitted	24.01.2025 on or before 10:00 AM.
	Last Date and Time within which EMD to be remitted	
80	Time and	The successful bidder shall deposit 25% of sale price, after adjusting the EMD

	manner of payment	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 th 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.
09	Time and place of public e-Auction or time after which sale by any other mode shall be completed	The e-Auction will be conducted on 24.01.2025 during 11:00 a.m. to 5.00 p.m.
10	The e- Auction will be conducted through the Bank's approved service provider	M/s. PSB Alliance at the web portal https://baanknet.com
11	(i) Bid increment amount: (ii) Auto extension: (iii) Bid currency & unit of measureme nt	(i) Rs.1,00,000.00 (ii) Unlimited (iii) Indian Rupees (INR)
12	Date and Time during which inspection of the immovable secured assets to be sold and intending bidders should satisfy themselves about the assets and their specificatio n.	Date: 17.01.2025 Time: 11:00 a.m. to 5:00 p.m. Contact Person – Mr M Syam Kishore Mobile No. – 9985592115

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	Contact person with mobile	
	number	
13	Other conditions	(a). The Bidders should get themselves registered on https://baanknet.com by providing requisite KYC documents and registration fee as per the practice followed by M/s. PSB Alliance well before the auction date. The registration process takes minimum of two working days. (Registration process is detailed on the above website).
		(b). The Intending bidder should transfer his EMD amount by means of challan generated on his bidder account maintained with M/s. PSB Alliance at https://baanknet.com by means of NEFT/ RTGS transfer from his bank account.
		(c) The Intending bidder should take care that the EMD is transferred at least one day before the date of auction and confirm that his wallet maintained with M/s. PSB Alliance is reflecting the EMD amount without which the system will not allow the bidder to participate in the e-auction.
		(d) The EMD of the successful bidder will be automatically transferred to the bank once the sale is confirmed by the respective Authorised Officer of the bank and the remaining amount i.e. 25 % of sale price to be paid immediately i.e. on the same day or not later than next working day, as the case may be.
		(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.
		(h) 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.
		(i) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.
		(j) 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.
		(k) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.
		(I) 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.
		(m) The EMD of the unsuccessful bidder will be refunded to their respective wallet maintained with M/s. PSB Alliance. The Bidder has to place a request with M/s. PSB

Alliance 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).

- (n) 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.
- (o) 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.
- (p) The successful bidder shall bear all the necessary expenses like applicable stamp duties/additional stamp duty/transfer charges, Registration expenses, fees, TDS, etc. for transfer of the property in his/her name.
- (q) 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.
- (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 saleby 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.
- (t) Where the sale price of the property is above Rs. 50.00 lakhs, the auction purchaser has to deduct 1% of the sale price as TDS in the name of owner of the property and remit to Income Tax Department as per Section 194 A of Income Tax Act and only 99% of the sale price has to be remitted to the Bank. The sale certificate will be issued only on receipt of Form no 26QB and challan for having remitted the TDS. Certificate of TDS on Form 16 B to be submitted to the Bank subsequently.

Date: 17.12.2024 Place: Mumbai

AUTHORISED OFFICER STATE BANK OF INDIA