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	M/s Maa Vaishno Sales Pvt. Ltd.,
Ì	the Borrower	Shop: 53, Monilal Saha Lane (Mott Lane), Kolkata – 700013.
		Office: Flat No.1B, SW Side, 1st Floor, "Ekta Residency", 174A, Maniktala Main
2	Nove on dedday - F	Road, Kolkata – 700054.
2	Name and address of	State Bank of India, Stressed Assets Management Branch- II, Kolkata, Jeevandeep
	Branch, the secured	Building (10 th floor), 1, Middleton Street, Kolkata- 700071
	creditor	
3	Description of the	Srl. Description of immovable and movable property
	immovable secured	No.
	assets to be sold.	All that one (Shop) room measuring an area of 250 sq. ft. be the same a little more or less being the Ground Floor on North West side at Premises No. 53, Mott Lane, Kolkata – 700013, under Police Station New Market in the town of Kolkata together with undivided proportionate and impartible share or interest in the land beneath the said building also together with fixtures, fittings and installation therein and also together with all easement appurtenant therein unto attached plan demarcated in RED INK and annexed herewith to the said dilapidated premises butted and bounded in the following manner: On the North: Mott Lane, On the South: Room of Group 4 Bishan Dayal Agarwal, On the East: Tenant, On the West: Common passage. The Gift Deed No. I-04525 of 2005 dated 28.07.2005 registered in ARA-II, Kolkata in Book No. I, Volume No. I, Pages from 01 to 22 in the name of Harish Agarwal.
		(Under constructive possession)
	2	All that the Flat/Unit bearing No.1B on the SW side of the 1st Floor containing a total super built-up area of 1806 Sq. Ft. more or less together with an open terrace attached to the said Flat/Unit together with Store Room No. B on the 1st Floor (half landing) having a total super built-up area of 69 sq. ft. and delineated in the plan annexed hereto, being Annexure "A" duly bordered thereon in "RED" in the premises of the piece and parcel of land containing by estimation an area of 48 Cottah, 13 Chittacks, 24 Sq. Ft. be the same a little more or less situate lying at and being Municipal Premises No. 174A, Manicktala Main Road, Kolkata – 700054, Ward No. 31, under P.S. Phool Bagan and within the Registration District South 24 Parganas and butted and bounded in the manner following i.e. to say: On the North - By Manicktala Main Road, Kolkata, On the South – By Property of Gopal Das Damani, On the East – Partly by land of Smt. Mokshoda Dassi and partly by land of Sk. Abdul Latif and partly by land of Kali Barick; and On the West – By Jogodan Lane.

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		The Title Deed No.I-08415 of 2011 dated 02.11.2011 registered in District Sub-Registrar-III, Alipore in the Book No.I, CD Volume No.17, Page from 5682 to 5709 in the name of M/s Maa Vaishno Sales Pvt. Ltd.
		(Under constructive possession)
4.	Details of the	Equitable Mortgage done with the State Bank of India
	encumbrances known	
	to the secured creditor.	
 5.	The secured debt for	Rs.16,66,56,709.50 (Rupees Sixteen Crore Sixty-six Lakh Fifty-six Thousand
1	recovery of which the	Seven Hundred Nine and Paise Fifty only) due as on 31.10.2013.
	property is to be sold	
6.	Deposit of	As per the table
	earnest money (EMD)	
		Sl Description of the Property Earnest Money No. Deposit(EMD) (In Rs.)
		All that one (Shop) room measuring an area of 250 sq. ft. be the same a little more or less being the Ground Floor on North West side at Premises No. 53, Mott Lane, Kolkata – 700013, under Police Station New Market in the town of Kolkata together with undivided proportionate and impartible share or interest in the land beneath the said building also together with fixtures, fittings and installation therein and also together with all easement appurtenant therein unto attached plan demarcated in RED INK and annexed herewith to the said dilapidated premises butted and bounded in the following manner: On the North: Mott Lane, On the South: Room of Group 4 Bishan Dayal Agarwal, On the West: Common passage. The Gift Deed No. I-04525 of 2005 dated 28.07.2005 registered in ARA-II, Kolkata in Book No. I, Volume No. I, Pages from 01 to 22 in the name of Harish Agarwal.
		All that the Flat/Unit bearing No.1B on the SW side of the 1st Floor containing a total super built-up area of 1806 Sq. Ft. more or less together with an open terrace attached to the said Flat/Unit together with Store Room No. B on the 1st Floor (half landing) having a total super built-up area of 69 sq. ft. and delineated in the plan annexed hereto, being Annexure "A" duly bordered thereon in "RED" in the premises of the piece and parcel of land containing by

7. Reserve price of the	estimation an area of 48 Cottah, 13 Chittacks, 24 Sq. Ft. be the same a little more or less situate lying at and being Municipal Premises No. 174A, Manicktala Main Road, Kolkata – 700054, Ward No. 31, under P.S. Phool Bagan and within the Registration District South 24 Parganas and butted and bounded in the manner following i.e. to say:- On the North - By Manicktala Main Road, Kolkata, On the South - By Property of Gopal Das Damani, On the East - Partly by land of Smt. Mokshoda Dassi and partly by land of Sk. Abdul Latif and partly by land of Kali Barick; and On the West - By Jogodan Lane. The Title Deed No.I-08415 of 2011 dated 02.11.2011 registered in District Sub-Registrar-III, Alipore in the Book No.I, CD Volume No.17, Page from 5682 to 5709 in the name of M/s Maa Vaishno Sales Pvt. Ltd.	
immovable secured assets: Bank account in which EMD to be remitted.	SI No. All that one (Shop) room measuring an area of 250 sq. ft. be the same a little more or less being the Ground Floor on North West side at Premises No. 53, Mott Lane, Kolkata – 700013, under Police Station New Market in the town of Kolkata together with undivided proportionate and impartible share or interest in the land beneath the said building also together with fixtures, fittings and installation therein and also together with all easement appurtenants therein unto attached plan demarcated in RED INK and annexed herewith to the said dilapidated premises butted and bounded in the following manner: On the North: Mott Lane, On the South: Room of Group 4 Bishan Dayal Agarwal, On the West: Common passage. The Gift Deed No. I-04525 of 2005 dated 28.07.2005 registered in ARA-II, Kolkata in Book No. I, Volume No. I, Pages from 01 to 22 in the name of Harish Agarwal.	Reserve Price (In Rs.) 21,00,000/-

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	Last Date and Time within which EMD to be remitted:	All that the Flat/Unit bearing No.1B on the SW side of the 1st Floor containing a total super built-up area of 1806 Sq. Ft. more or less together with an open terrace attached to thesaid Flat/Unit together with Store Room No. B on the 1st Floor (half landing) having a total super built-up area of 69 sq. ft. and delineated in the plan annexed hereto, being Annexure "A" duly bordered thereon in "RED" in the premises of the piece and parcel of land containing by estimation an area of 48 Cottah, 13 Chittacks, 24 Sq. Ft. be the same a little more or less situate lying at and being Municipal Premises No. 174A, Manicktala Main Road, Kolkata – 700054, Ward No. 31, under P.S. Phool Bagan and within the Registration District South 24 Parganas and butted and bounded in the manner following i.e. to say:- On the North - By Manicktala Main Road, Kolkata, On the East - Partly by land of Smt. Mokshoda Dassi and partly by land of Sk. Abdul Latif and partly by land of Kali Barick; and On the West - By Jogodan Lane. The Title Deed No.I-08415 of 2011 dated 02.11.2011 registered in District Sub-Registrar-III, Alipore in the Book No.I, CD Volume No.17, Page from 5682 to 5709
		in the name of M/s Maa Vaishno Sales Pvt. Ltd.
		Bidder should remit the Earnest Money Deposit (EMD) by RTGS/NEFT for credit
		to his/her/their own wallet provide by MSTC Ltd in its e-Auction site :
		https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp
		Interested bidder may deposit Pre-Bid EMD with MSTC before the close of e-
		Auction. Credit of Pre-bid EMD shall be given to the bidder only after receipt of
		payment in MSTC'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	The successful bidder shall deposit 25% of sale price, after adjusting the EMD
	payment	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 amount 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



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		between the Secured Creditor and the auction purchaser not exceeding three months from the date of auction.
		mondis from the date of auction.
9.	Time and place of public e-Auction or time after	25.06.2024 between 11.00 A.M. to 3.00 P.M.
	which sale by any other mode shall be completed.	M/s. MSTC Ltd. at the web portal
	_	https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp
10.	The e-Auction will be	M/s. MSTC Ltd. at the web portal https://www.mstcecommerce.com/auction
	conducted through the Bank's approved service provider.	home/ibapi/index.jsp
	E-Auction tender documents containing e- Auction bid form, declaration etc., are available in the website of the service provider as mentioned above.	
11.	(i) Bid increment amount:	(i) For Srl. No. 1) 50,000/- and Srl. no. 2) 1,00,000/-
	(ii) Auto extension: times. (limited / unlimited)	(i) Unlimited, at ten minutes interval from the auction closing time.
	(iii) Bid currency & unit of measurement.	(iii) Indian Rupees (INR)
12.	Date and Time during	Date: 14.06.2024, Time: 11 A.M. to 12.00 Noon (for Mott Lane property)
	which inspection of the immovable secured assets to be sold and	Date: 14.06.2024, Time: 1 P.M. to 2.00 P.M. (for Ekta Residency property)
	intending bidders should satisfy themselves about	
	the assets and their specification.	
	Contact person with mobile number	Name: 1) Sri Suresh Chandra Panda, Contact No.9810562803 2) Sri Biplab Kumar Biswas, Contact No. 9674719465
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

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- intending bidder as all the relevant information and allotment of ID and Pass word by M/s https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp 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 email ID (v) Contact number(mobile/Land line of the bidder etc., to the Authorised Officer of State Bank of India, State Bank of India, Stressed Assets Management Branch- II, Kolkata, Jeevandeep Building (10th floor), 1, Middleton Street, Kolkata- 700071 by 20.06.2024 between 10.00 A.M. and 4.00 P.M. Scanned copies of the original of these documents can also be submitted to e-mail Id of Authorised Officer.
- (c) Names of Eligible Bidders will be identified by the State Bank of India, Stressed Assets Management Branch- II, Kolkata, Jeevandeep Building (10th floor), 1, Middleton Street, Kolkata- 700071 to participate in online e-auction on the portal https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp M/s MSTC 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 eauction 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 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.
- (l) 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).

CODE 13/12

	respect of property proposed to be sold.	Original Sale Deed for serial no. 1 property not available with us. Certified copy can be shared to the bidder.
14	litigation, if any, in	Suit was filed at DRT-III Kolkata TA/50 of 2014. Next date of hearing is 26.11.2024. SA/28/2017 filed by borrower at DRT-I dismissed already.
14	Details of pending litigation, if any, in	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. Suit was filed at DRT-III Kolkata TA/50 of 2014. Next date of hearing is 26.11.2024. SA/28/2017 filed by borrower at DRT-I dismissed already.
		 (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

Date: 12.04.2024

Place: Kolkata

AUTHORISED OFFICER SBI, SAMB - II, Kolkata clo1.samb2kol@ sbi.co.in

