

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

**PROPERTY WILL BE SOLD ON 26.11.2024**

**“AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS” BASIS**

1	Name and address of the Borrower	Shri Akhilesh Mishra S/o Shri Rewa Shankar Mishra (Borrower) House No. 486, Near Geeta Marriage palace Tiwari Colony, Narmadapuram (M.P.)-461001
2	Name and address of Branch, the secured creditor	State Bank of India Stressed Assets Recovery Branch, Bhopal State Bank Building, First Floor, Plot No. 1 Arera Hills, Bhopal-462011 (M.P.) Phone – 0755-4056687 Email – sbi.4293@sbi.co.in
3	Complete Description of the immovable secured assets to be sold.	<b>Property ID: SBIN885241576780429301</b> All that Part & Parel of Commercial Building at New Khasra No. 144/1 (Part of old Khasra No. 104/1), at Mouza- Kishanpur urf Adamgadh, Ward No. 20, Halka No. 17, Narmadapuram, District. Narmadapuram (Hoshangabad) admeasuring area 9737.50 sq. ft. or 904.97 sq. Mtr. in the name of Shri Akhilesh Mishra s/o Shri Rewa Shankar Mishra. Bounded by: East: 17 Feet Colony Road West: House of Smt. Nandini Mishra North: Nala South: House of Shri Telang and Shri Akhilesh Mishra (Covered under Doc No. A-1/2649 dated 09.03.2009 registered at Sub Registrar Office Narmadapuram (Hoshangabad) M.P.) <b>Possession Status: Symbolic Possession</b>
4	Details of the encumbrances known to the secured creditor.	To the best of knowledge and information of the Authorised Officer, there is no encumbrance known to authorised officer. However, the intending bidders should make their own independent enquiries regarding the encumbrances, title of property put on auction and claims/ rights/ dues/ affecting the property, prior to submitting their bid. The Authorised Officer will not be responsible for any charge, lien, encumbrance, property tax dues, electricity dues etc. or any other dues to the Govt./local authority or anybody in respect of the property under sale. Bank or Authorised officer will not be responsible for any encumbrance and dues on the property which comes to knowledge after the auction.
5	The secured debt for recovery of which the property is to be sold.	<b>Rs.21,94,358.00 (Rupees Twenty One Lakh, Ninety Four Thousand and Three hundred Fifty Eight Only) as on</b>

		<b>25.09.2023</b> + Interest cost & expenses etc. w.e.f. 26.09.2023 (minus subsequent credit if any)
6	Registration of intending Bidders	The intending Bidders/Purchasers are requested to get themselves registered on portal ( <a href="https://ebkray.in">https://ebkray.in</a> ) 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	<b>EMD: Rs.15,56,400/- (Rupees Fifteen Lakh Fifty Six Thousand and Four Hundred Forty Only)</b> being the 10% of Reserve price to be remitted/ paid online through NEFT/RTGS mode only (after generation of Challan form from <a href="https://ebkray.in">https://ebkray.in</a> ) in bidders Global EMD Wallet. NEFT/RTGS transfer can be done form any Scheduled Commercial Bank. Payment of EMD by any other mode will not be accepted. Bidders, not depositing the required EMD by any other mode will not be accepted. Bidders, not depositing the required EMD online, will not be allowed to participate in the e-auction. The Earnest Money Deposited shall not bear any interest.  Interested bidder may deposit Pre-Bid EMD with eBkray (PSB Alliance) before the close of e-Auction. Credit of Pre-bid EMD shall be given to the bidder only after receipt of payment in eBkray's (PSB Alliance) Bank account and updation of such information in the e-auction website. This may take some time as per baking 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	Reserve Price of the immovable secured asset	<b>Rs.1,55,64,000/- (Rupees One Crore, Fifty Five Lakh, Sixty Four Thousand Only)</b>
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 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 <sup>th</sup> 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 auction purchaser not exceeding three months from the date of auction, failing which the earnest money deposited by the bidder shall be forfeited.
10	Time and place of public auction or time after which sale by any other mode shall be completed.	Date – <b>26.11.2024</b> Time - <b>11.00 A.M. To 4.00 P.M.</b> With unlimited extensions of 10 minutes each.

11	<p>The e-auction will be conducted through the Bank's approved service provider.</p> <p>E-auction tender documents containing e-auction bid form, declaration etc., are available in the website of the service provider as mentioned above.</p>	<p>The auction will be conducted through our e-Auction service provider <u>M/s PSB alliance Pvt Ltd.</u> having its Registered Office at 4<sup>th</sup> Floor, Metro House, Mahatma Gandhi Road, Dhobi Talao, Near new Marine Lines, Mumbai – 400020 (Helpdesk Numbers: +91 8291220220) at the web portal <a href="https://ebkray.in">https://ebkray.in</a>. For detailed terms and conditions of the sale, please refer to the link provided in the State Bank of India, the secured Creditor website <a href="https://bank.sbi/web/sbi-in-the-news/auction-notice/sarfaesi-and-others">https://bank.sbi/web/sbi-in-the-news/auction-notice/sarfaesi-and-others</a></p>
12	<p>a) Bid increment amount: b) Auto extension: c) Bid currency &amp; unit of measurement</p>	<p>a) Rs.25,000/- (Rupees Twenty Five Thousand Only) b) Auto extension with unlimited extension of 10 minutes of each. c) Indian Rupees (INR)</p>
13	<p>Date and time during which inspection of the movable and immovable secured assets to be sold and intending bidders should satisfy themselves about the assets and their specification. Contact person with mobile number</p>	<p><b>21.11.2024 to 22.11.2024 (as per prior appointment)</b> <b>Shri Vikas Sharma-9926621033</b> <b>(Chief Manager)</b></p>
14	<p>OTHER TERMS AND CONDITIONS</p>	<ol style="list-style-type: none"> <li>1. The Bidders shall hold a valid digital Signature Certificate issued by competent authority and valid email-id is absolutely necessary for the intending bidder as all the relevant information and allotment of ID and Password by <b>M/s PSB Alliance Private limited</b> may be conveyed through email.</li> <li>2. Names of Eligible Bidders will be identified by the State Bank of India, Stressed Assets Recovery Branch (SARB) Bhopal Branch to participate in online e-Auction on the portal <a href="https://ebkray.in">https://ebkray.in</a> M/s PSB Alliance Private Limited will provide user ID and Password after due verification of PAN of the Eligible Bidders.</li> <li>3. 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.</li> <li>4. 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.</li> <li>5. 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.</li> </ol>

		<ol style="list-style-type: none"><li>6. The bidders are required to submit acceptance of the terms &amp; conditions and modalities of e-auction adopted by the service provider before participating in the e-auction.</li><li>7. 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.</li><li>8. Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.</li><li>9. 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.</li><li>10. The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.</li><li>11. 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.</li><li>12. 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).</li><li>13. 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.</li><li>14. 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.</li><li>15. TDS/ GST, wherever applicable, will have to be borne by the successful bidder/ buyer, over and above the bid amount. Sale Confirmation will be subject to consent of mortgagor/borrower if action does not fetch more than the reserve price as per provision of SARFAESI rule 9(2).</li><li>16. 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.</li><li>17. 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.</li><li>18. 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 off 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</li></ol>
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		<p>the concerned authorised officer of the concerned bank branch only.</p> <p>19. 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 e-Auction will be entertained.</p> <p>20. The Sale Certificate will not be issued pending operation of any stay/ injunction/restraint order passed by the DRT/DRAT/High Court or any other court against the issue of Sale Certificate. Further no interest will be paid on the amount deposited during this period. The deposit made by the successful-bidder, during pendency of execution of Sale Certificate, will be kept in non-interest bearing deposit account. No request for return of deposit either in part or full/cancellation of sale will be entertained. In case of stay of further proceedings by DRT/DRAT/High Court or any other Court, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.</p>
15	Statutory Notice of 15 days to borrower/guarantors/mortgagors under the Security Interest (Enforcement) Rules, 2002	This publication is also 30 days' notice to Borrower/Guarantors/Mortgagors under the Security Interest (Enforcement) Rules, 2002.

Date: **21.10.2024.**

Place: Bhopal

Authorised Officer,  
State bank of India  
SARB Bhopal