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 the Borrower	Mr. Somnath Khelba Khandekar (Deceased) Mrs. Nilima Somnath Khandekar (Legal Heir) Mr. Khelba Sopan Khandekar (Legal Heir) Mrs. Ranjana Khelba Khandekar (Legal Heir) a) Phaltan Road, Baramati, Pune – 413 102 b) Shivaji Nagar, Vairag, Taluka Barshi, Solapur – 413402		
2		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 SBIN101511020 24012	Details of Property All that piece and parcel of Flat No.A-0409 on 4 th Floor, of Building 'A', admeasuring carpet area of 35.81 sq. mtr + enclosed balcony admeasuring area of 4.53 sq. mtr. + attached terrace with admeasuring area of 4.72 sq. mtr + utility terrace with admeasuring area of 2.16 sq. mtr. in the scheme Legacy Aura at S. No.48/4, at village Rahatni, Taluka Haveli, District Pune, within the limits of PCMC.	
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		Rs.36,74,273/- (Rupees Thirty Six Lakh Seventy Four Thousand Two Hundred Seventy Three Only) as on 31/07/2023 and further interest and incidental expenses, costs etc.		
6	Registration of intending Bidders	The intending Bidders/ Purchasers are requested to get themselves registered on portal (https://ebkray.in) 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	Property ID No	EMD (Rs.)	
	money	SBIN10151102024012	4,94,000/-	
8	Reserve price of the	Property ID No	Reserve Price (Rs.)	
	immovable secured	SBIN10151102024012	49,40,000/-	
	assets Payment of Earnest Money Deposit (EMD) amount Last Date and Time within which EMD to be remitted	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. Payment of 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 banking process and hence bidders, in their		
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	conducted through the Bank's approved service provider.	Talao, Near New Marine Lines, Mumbai- 400020 (Helpdesk Numbers:+918291220220) at the web portal https://ebkray.in 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:	' '	Bid Increase amount in multiple of Rs	
		SBIN10151102024012	25,000.00	
	(ii) Auto extension:	10 minutes (unlimited)		

	times. (limited / unlimited) (iii) Bid currency & unit of measurement	Bid currency in Indian Rupees
13	immovable secured	Date: 13.12.2024 Time: 12.00 am to 3:00 pm Authorised Officer: Shri Abhay D Somkuwar Mobile No. 8275130684 Email Id- sbi.10151@sbi.co.in For Enquiry: Mr. Pravin Dalvi, 9881110809
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 ebkray 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 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.

Date: 26.11.2024

Place: Pune AUTHORISED OFFICER