

Branch - ROSARB, 4 Brabourne Road, Kolkata- 700001, Telephone No-033-22254184, e-mail id- sarkol@bankofbaroda.co.in

ANNEXURE - B

[Terms and Conditions for Sale to be uploaded in Banks website as well as baanknet.com website]
TERMS AND CONDITIONS FOR SALE OF ASSET THROUGH ONLINE E-AUCTION UNDER SAREAFESI ACT 2002
 E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 6 (2) & 8 (6) of the Security Interest(Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower, Mortgagor (s) and Guarantor (s) that the below described immovable property mortgaged/charged to the Secured Creditor, possession of which has been taken by the Authorised Officer of Bank of Baroda, Secured Creditor, will be sold on "As is where is", "As is what is", and "Whatever there is" basis for recovery of dues in below mentioned account. The details of Borrower(s) /Mortgagor (s)/ Guarantor (s) /Secured Asset/s/Dues/Reserve Price/e-Auction date & Time, EMD and Bid Increase Amount are mentioned below-

Sr/ Lot No.	Name & address of Borrower/s / Mortgagor (s)	Detailed description of the immovable property with known encumbrances, if any	Total Dues.	Date & Time of E-auction	Reserve Price, EMD amount, Bid Increase Amount.	Status of Possession (Constructive /Physical)	Property Inspection date & Time
1.	M/s Das Garments, Prop:- Mrs. Baby Das, Address : 16/1/H/26, Biplabi Barin Sarani, Ultadanga Main Road, Kolkata- 700067	ALL THAT one independent and complete Marble finished FLAT, in the 3rd Floor Front side of the building consisting of 2 (two) Bed Rooms, 1 (one) Open kitchen cum dining, 2 (Two) Toilet, 1 (One) Balcony, approximate area 634 (Six Hundred Thirty Four) Sq. Ft. more or less including 30% super built-up area and Covered Car Parking Space measuring about 100 (One Hundred) Sq.Ft. more or less carpet area, under the roof of the ground floor, constructed on the said land, situated at premises No. 34/1/3, Biplabi Barin Ghosh Sarani P.S.- Manicktala, Kolkata-700067, within the limit of Kolkata Municipal Corporation,	Rs 2287460.63/-6 plus further Unapplied Interest, costs and charges thereon till date of Final Payment.	08.09.2022 Time- 2.00pm to 6.00pm	Rs. 29,27,000/- ii. Rs. 2,92,700/- iii. Rs 10,000/-	Physical	Any working Day within working hours (with prior appointment) Concerned Officer-

	under Ward No. 014 in the District of South 24 Parganas. Being Assessee No. 110140305832, within the jurisdiction of Additional District Sub Registrar Sealdah, in the District of 24 Parganas South as described in First Schedule herein above written together with undivided proportionate impartible share of land, described in First Schedule hereinabove, in relating and liberties and common user of the drain ways, plumbing and sanitary fittings and connection and with common user of Lift and together with vertical overhead underneath support and supporting and inserting terms and fittings and fixtures and in and/or upon all the main load bearing separating and common walls in and around the said Flat & Car Parking Space together with usual easements rights and the entrance door or passage on the Ground Floor to egress and ingress to and landing to the said Flat as well as all rights, privileges, facilities as set out in the Fourth Schedule hereunder written which the said flat is situated lying at and being on the fourth floor and Car Parking Space is situated on the Ground floor					
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5. The bid price to be submitted shall be equivalent or above the reserve price and during the e-auction bidders will be allowed to offer higher bid in inter-se bidding over and above the last bid quoted and by minimum increase in the bid amount given in the table to the last higher bid of the bidders. The property will not be sold below the reserve price set by the Authorized Officer. The bid quoted below the reserve price shall be rejected. The bidders shall increase their bids in multiples of the amount specified in the public sale notice/Terms and condition of Sale. Unlimited extension of 10 Minutes time will be given in case of receipt of bid in last ten minutes. Ten minutes time will be allowed to bidders to quote successive higher bid and if no higher bid is offered by any bidder after the expiry of ten minutes to the last highest bid, the e-auction shall be closed.
6. Intending Bidders are advised to properly read the Sale Notice, Terms & conditions of e-auction, Help Manual on operational part of e-Auction and follow them strictly.
7. After finalization of e-Auction by the Authorized Officer, successful bidder will be informed by our above referred service provider through email on email address registered with the service provider.
8. The successful Auction Purchaser / Bidder shall have to deposit 25% (Twenty Five Percent) of the bid amount (i.e. including EMD amount deposited earlier) immediately on finalization/concluding of Auction i.e. on the same day or not later than next working day. The balance amount of bid purchase price payable shall be paid by the successful Auction Purchaser/Bidder to the Authorised Officer on or before the fifteenth day of confirmation of sale of the property or such extended period as may be agreed upon in writing between the purchaser and the secured creditor, in any case not exceeding three months. In case of failure to deposit the amount as mentioned above within the stipulated time, the amount deposited by successful bidder will be forfeited to the Bank and Authorized Officer shall have the liberty conduct a fresh auction/ sale of the property & the defaulting bidder shall not have any claim over the forfeited amount and the property.
9. Default of Payment: Default of payment of 25% of bid amount (less EMD) on the same day or the next working day as stated above and/ or 75% of balance bid amount within the stipulated time shall render automatic cancellation of sale without any notice. The EMD and any other monies paid by the successful bidder shall be forfeited to the Bank by the Authorised Officer.
10. Payment of sale consideration by the successful bidder to the Bank will be subject to TDS under Section 194-1A of Income Tax Act 1961 and TDS is to be made by the successful bidder only at the time of deposit of remaining 75% of the bid amount. The successful Auction Purchaser / Bidder shall have to pay applicable GST to Bank on the bid amount.
11. On receipt of the entire sale consideration, the Authorized Officer shall issue the Sale Certificate as per Rules. The purchaser shall bear the stamp duties, including those of sale certificate, registration charges, all statutory dues payable to Government/any authority, Taxes, GST and rates and outgoing, both existing and future relating to properties.
12. No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained. The Sale Certificate will be issued only in the name of the successful bidder.
13. 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, pending 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 against Authorised officer / Bank.

14. The Authorized Officer/Bank has the absolute right to accept or reject any bid or adjourn/postpone/ cancel the sale/modify any terms and conditions of the sale without any prior notice and without assigning any reason including calling upon the next highest bidder to perform in case the earlier bidder fails to perform.
15. The Intending purchaser can inspect the property on date and time mentioned above at his/her expense. For inspection about the title document & other documents available with the Bank, the intending bidders may contact Bank of Baroda Branch during office hours prior at least two days before auction date.
16. The property is being sold on "As is where is", "As is what is" and "Whatever there is" basis and the intending bidders should make their own discreet independent inquiries & verify the concerned Registrar/SRO/Revenue Records/ other Statutory authorities regarding the encumbrances and claims/rights/dues/ charges of any authority such as Sales Tax, Excise/GST/Income Tax besides the Bank's charge and shall satisfy themselves regarding the, title nature, description, extent, quality, quantity, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the bank. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third party encumbrances/ claims/rights/dues. No claim of whatsoever nature regarding the property put for sale charges/encumbrances over the property or on any other matter etc., will be entertained after submission of the online bid.
17. The Bank does not undertake any responsibility to procure any permission/license, NOC, etc. in respect of the property offered for sale. The Authorised Officer/ Secured Creditor shall not be responsible for any dues like outstanding water/service charges, transfer fees, electricity dues, dues to the Municipal Corporation/local authority/Co-operative Housing Society or any other dues, taxes, levies, fees, transfer fees if any in respect of and/or in relation to the sale of the said property. Successful Bidder has to comply with the provisions of Income Tax regarding purchase of property & to pay the tax to the authorities as per applicable rates.
18. The Authorised Officer will be at liberty to amend/ modify/ delete any of the conditions as may be deemed necessary in the light of facts and circumstances of each case. The Bank/ Authorised Officer has the absolute right and discretion to accept or reject any bid or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without any prior notice and assigning any reason. Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same. No counter-offer/conditional offer/conditions by the bidder and/or successful-bidder will be entertained. Words and expressions used herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002, and the Rules framed thereunder.

19. The sale is subject to confirmation by the Secured Creditor Bank.

20. The sale is subject to conditions /Rules/Provisions prescribed in the SARFAESI Act 2002 and Security Interest (Enforcement) Rules, 2002 Rules framed there under and the terms & conditions mentioned above. For more details if any prospective bidders may contact the authorized officer on Mobile 8335005066

कृते बैंक ऑफ़ बड़ौदा / For BANK OF BARODA

Authorised Officer

Bank of Baroda

मुख्य प्रबंधक / Chief Manager

दबावग्रस्त आस्ति बसूली शाखा

Stressed Assets Recovery Branch

कोलकाता मेट्रो, कोलकाता / Kolkata Metro, Kolkata

Date : 06-08.2026

Place: Kolkata

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Place: