

**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 the Borrower	M/S Saumya Mining Pvt.Ltd. Registered Office:DL-53,Sector-II, Saltlake City, Kolkata-700091
2.	Name and address of Branch, the secured creditor	STRESSED ASSETS MANAGEMENT BRANCH, KOLKATA 'Nagaland House', 8th Floor, 11 & 13 Shakespeare Sarani, Kolkata - 700071 Ph: 033-22810622/23, Fax: 033-22803099, E-mail: sbi.04151@sbi.co.in
3.	Description of the immovable secured assets to be sold.	All that the Unit No.'G' on the 1 <sup>st</sup> floor having an area of 1213 sq.ft.be the same a little more or less in Block/Building No.03 in Space Town Housing Complex. VIP Road, Raghunathpur, together with a car parking space no.38 measuring about 125 sq.ft. on the ground floor/open area/ driveway and the servant's quarter No.24 measuring about 50 sq.ft. on the ground floor of the said block in the said housing complex in Mouza-Raghunathpur within the limits of Rajarhat Gopalpur Municipality, P.S.- Rajarhat now Baguihati District-24 Parganas North. Comprised in Deed No.I-2241 for the year 2004. The property is in the name of M/S Saumya Mining Pvt.Ltd.
4.	Details of the encumbrances known to the secured creditor.	Not known
5.	The secured debt for recovery of which the property is to be sold	Rs.30,08,80,729.79(Rupees thirty crore eight lakh eighty thousand seven hundred twenty nine and seventy nine paise only) as on 29.07..2019 plus further interest and charges.  Demand Notice Date : 29.07.2019
6.	Deposit of earnest money	EMD :Rs.7,90,000/- being the 10% of Reserve price to be remitted by RTGS / NEFT to the Bank account or Demand Draft drawn in favour of Authorised Officer,SBI, SAMB-I, Kolkata Branch drawn on any Nationalised or Scheduled Bank



	(iii) Bid currency & unit of measurement	(iii) Indian Rupee (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 specification.  Contact person with mobile number	Date: 30.08.2019, Time: 11 A.M to 2.00 P.M.  Name: Tapan Kumar Satapathy  e-mail ID: clo1.04151@sbi.co.in  Mobile No: 9674771832
13.	Other conditions	<p>(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 intending bidder as all the relevant information and allotment of ID and Pass word by M/s Auction Tiger (vendor name) may be conveyed through e mail.</p> <p>(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 Licence/Passport etc., (ii) Current Address -proof of communication, (iii) PAN card of the bidder(iv) valid e-mail ID, (v) contact number(mobile/Land Line) of the bidder etc., to the Authorised Officer of State Bank Of India, Stressed Assets Management Branch- I, Kolkata by 04.09.2019 before 4.00 P.M.. Scanned copies of the original of these documents can also be submitted to e-mail Id of Authorised Officer.</p> <p>(c) Names of Eligible Bidders will be identified by the State Bank of India, Stressed Assets Management Branch-I, Kolkata to participate in online e-Auction on the portal <a href="https://sbi.auctiontiger.net">https://sbi.auctiontiger.net</a> (name of the portal) Auction Tiger (name of the vendor) who will provide User ID and Password after due verification of PAN of the Eligible Bidders</p> <p>(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 e-Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of e-Auction.</p> <p>(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.</p> <p>(f) The Bank / service provider for e-Auction shall not have any liability</p>



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.

(l) 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 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).

(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 e-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 it may 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 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 including the provisions of sec-194-1A



of the income tax.

(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 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 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 e-Auction will be entertained.

Date : 29.08.2019

Place : Kolkata

Authorised Officer

State Bank of India

