

Public notice for Sale/Auction of immovable properties
under SARFAESI Act read with proviso to Rule 8(6) of the Security Interest (Enforcement) Rules

Whereas the Authorized Officer of Bandhan Bank Ltd. (hereinafter referred to as 'the Bank'), under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short 'SARFAESI Act) and in exercise of powers conferred under Section 13(12) read with the Security Interest (Enforcement) Rules, 2002 issued Demand Notice under Sec. 13(2) of SARFAESI Act calling upon the below-mentioned Borrowers/Co-borrowers/mortgagors/Guarantors to repay the amount mentioned in the notice being the amount due together with further interest thereon at the contractual rate plus all costs charges and incidental expenses etc. till the date of payment within 60 days from the date of the said notice.

The Borrowers/Co-borrowers/Mortgagors/Guarantors having failed to repay the above said amount within the specified period, the authorized officer has taken over physical possession in exercise of powers conferred under Section 13(4) of SARFAESI Act read with Security Interest (Enforcement) Rules, 2002, which is to be sold by way of auction on "As Is Where Is Basis", "As Is What Is Basis", "Whatever There Is Basis", and "No Recourse Basis" for realization of Bank's dues under Rules 8 and 9 of Security Interest (Enforcement) Rules, 2002 by inviting tenders/bids as per below Auction schedule:

SCHEDULE – DESCRIPTION OF PROPERTY

Equitable Mortgage vide deposit of original title deed No. 4087/2014, registered before Additional District Sub-Registrar, Malda. District - Malda, P.S. Gajole, Mouza - Bandhail, J.L. No. 82, Khatian No.- 13 (RS), 201 (LR-Old). 3375 (LR-New), Plot No.-178 (RS), 284 (LR), Nature-Arkandor (Dokanghar). Area 68 sq. ft. On the North- Property of Dinesh Sarkar, Anil Sarkar and Rajkumar Sarkar On the, On the South- Property of Avijit Sarkar, Dilip Sarkar and Sitesh Sarkar, On the East- Ayatul Islam's Shop No.-4 , On the West- Property of Sitesh Sarkar and Dilip Sarkar and Shop No.-2.Owner of property: Rabiul Sarkar.

Description of the "Secured Asset" offered for sale (herein after referred as the "Scheduled Property" or the "said Property" or the "Secured Assets") along with Reserve Price and EMD.

1.	Loan Account No	6817000000681(Cash Credit)
2.	Name of the Borrower/Guarantor/Mortgagor	M/s Mobile Bazar (Borrower) Add: Gazole Bus Stand Gale, Dist-Malda, West Bengal -732124 And also to: Mr. Rabiul Sarkar (Proprietor and Mortgagor) , Add Vill: Mayna, Haldibari, Dist-Malda, P.S. Gazole, West Bengal -732124. And also to: Anoara Bibi (Guarantor and Mortgagor) , Add Vill: Mayna, Haldibari,, Dist-Malda, P.S. Gazole, West Bengal -732124.
3.	Date of 13(2) Demand Notice	13.11.2019

4.	Outstanding Amount as per 13(2) Demand Notice	Rs. 30,83,628/-
5	Physical Possession of the scheduled property taken on	28.11.2022
6.	Publication Date of Possession Notice (Publication of symbolic possession notice)	12.02.2020
7.	Known Encumbrances (If any)	Details of any encumbrances, known to the Bandhan Bank Ltd., to which the property is liable: NIL.
8.	Reserve Price (In Rs.)	Rs.7,15,950/- (Rupees Seven Lakhs Fifteen Thousand Nine Hundred Fifty only)
9.	Earnest Money Deposit (In Rs.)	10% of the reserve price which is to be deposited through DD in favour of " Bandhan Bank Ltd." payable at Kolkata/at par
10	Bid incremental Amount (In Rs.)	Rs. 5000/- (Rupees Five Thousand Only)
11	Last Date, Time and Venue for submission of Bid	Till 15.06.23 latest by 3.30. PM at 12th Floor, Adventz Infinity, BN-5, Sector V, Salt Lake City, Kolkata, West Bengal 700091 addressed to The Authorised Officer, Bandhan Bank Ltd.
12	Notice for Sale Publication Details	Business Standard and Bartaman & Dated: 29.05.2023
13	Date, Time & Venue for Public Auction (E-Auction)	On 16.06.23, between 3 pm to 4 pm with an extensions of 5 minutes for each bid till the conclusion of the auction at web portal https:// assets.matexauctions.com E-auction tender documents containing e-auction bid form declaration etc., are available in the website of the service provider as mentioned above.
14	Date of Inspection of Property	As per prior appointment of Authorised Officer of the bank
15	Return of EMD to unsuccessful bidder/s	Within 2 working days from the date of auction
16	Place of submission of EMD	12th Floor, Adventz Infinity, BN-5, Sector V, Salt Lake City, Kolkata-700091, West Bengal
17	Last date for payment of 25% of accepted Highest Bid for confirmed successful bidder (inclusive of EMD Amount)	Payment should be made latest by next working day from the date of bid confirmation.
18	Last Date for payment of balance 75% of Highest Bid	Within 15 days from the issuance of sale confirmation letter or as decided further by the Authorised Officer of the Bank.
19	Contact person for e-auction related details	Contact Persons: Mr.Vijay Kumar -7200538773, Email :solutions@matexnet.com. Mr. Prajot Kadam – 73050 81261/97698 15415. Mr.Saptarathee Chowdhury – 8925649992. Mr.S Raju , - 9150757333, Email : raju.s@matexnet.com

20	E- auction website details	assets.matexauctions.com
21	Terms & Conditions of Sale	As mentioned herein below.

Terms and conditions of auction:-

1. Bidder/(s) shall have to give complete offer.
2. The intending bidder should submit the evidence of EMD deposit like DD 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., during normal working hours in the office of the Authorised Officer at Bandhan Bank Limited, 12th Floor, Adventz Infinity, BN-5, Sector V, Salt Lake City, Kolkata - 700091,
3. Valid email ID is absolutely necessary for the intending bidder as all the relevant information and allotment of ID and Password by M/s Matex Net Private Limited may be conveyed through e-mail.
4. Each tender / Bid/offer shall be accompanied by an Earnest Money Deposit (EMD) as mentioned above by D.D. / Pay Order in favour of "Bandhan Bank Ltd " payable at Kolkata/ At par . DD should be purchased by the tenderer/bidder or on his/her/its behalf only. Prescribed Offer / Bid Form as specified herein as Annexure I
5. Names of Eligible Bidders will be identified by the Bandhan Bank to participate in online e-Auction on the portal [https:// www.assets.matexauctions.com](https://www.assets.matexauctions.com).M/s. Matex Net Private Limited who will provide User ID and Password after due verification of PAN of the Eligible Bidders.
6. The interested bidders who require assistance in creating Login ID & Password, uploading data, submitting Bid Documents, Training/ Demonstration on Online Inter-se Bidding etc., may contact M/s. Matex Net Private Limited Help Line No. +91-7200538774/7305081260, Help Line e-mail ID: solutions@matexnet.com and for any property, related query may contact the Authorized Officer: Mr. Pradipta Biswas (Mobile: 9830063050) at Bandhan Bank Limited, E-mail ID: pradipta.biswas@bandhanbank.com during the bank working hours from Monday to Friday.
7. The Bid/(s) need to be submitted above the Reserve Price amount and the same need to be submitted at the opening of e-auction and any bid/(s) received after the due date, time will not be considered as Valid. The offers /bidders may improve their offers by way of inter se bidding.
8. The tenderer/bidder will have to abide by the rules and regulations of the Local Authority with respect to transfer or use of the said property.
9. 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.
10. During e-Auction, if no bid is received within the specified time, Bank at its discretion may decide to revise opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
11. 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.

12. 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.

13. Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.

14. 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.

15. The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price .

16. 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 only.

17. 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.

18. As per Section 194 of Income Tax Act (as amended time to time), if property is sold above 50 Lakhs then buyer will have to pay appropriate TDS to the Government treasury and the TDS certificate has to be deposited in the Bank.

19. The successful bidder shall deposit 25% of the bid amount (including the EMD deposited with the bid) latest by next working day from the date of bid confirmation. Payment has to be made only in the form of DD drawn in favour of 'Bandhan Bank Limited' payable at Kolkata or through electronic means like RTGS/NEFT Transfer.

20. In case the successful bidder fails to deposit 25% of the bid amount as above, earnest deposit shall be forfeited by the Bank without any notice . The successful bidder shall deposit the balance bid amount within 15 days from the date of confirmation of sale by the Bank. In case of default in payment, entire amount so deposited shall be forfeited without notice and the property shall be resold. In such case the successful bidder shall have no claim/s in regard to the property or to any part of the sum for which it may be sold subsequently. The Bank also reserves the right to sell the property to any third party by any of the modes prescribed under the SARFAESI Rules, 2002.

21. In the event of any default in payment of any of the amounts, or if the sale is not completed by reason of any default on the part of the purchaser/bidder within the aforesaid time limit, the Bank shall be entitled to forfeit all the monies paid by the purchaser/bidder till then and put up the secured asset(s) / property (ies) for sale/disposal again, in its absolute discretion and may also resale/offer the same to the second highest bidder. Further, all costs, charges and expenses incurred by the Bank on account of such resale shall be borne and paid by the defaulting purchaser. The Bank reserves its right, solely at its discretion and on such terms & conditions it may stipulate, to extend the aforesaid time limit.

22. Any disputes / differences arising out of sale of the immovable property (ies) / secured asset(s) offered for sale shall be subject to the exclusive jurisdiction of Courts / Tribunals at Kolkata only.

23. The tenders/bids below Reserve Price and / or not accompanied by the appropriate EMD and all other documents as mentioned above shall be treated as invalid. However, the Authorized Officer reserves its right, at its sole discretion, to treat all such or any such tenders/bids as valid/invalid. The EMD will be returned to the unsuccessful tenderers/bidders within 2 working days from the date of auction, without any interest thereon. The tenderers / bidders will not be entitled to claim any interest if the refund of EMD is delayed for any reason whatsoever.

24. To the best of knowledge and information of the Bank, there are no other encumbrances as mentioned in the chart above. Statutory dues like property taxes, maintenance, taxes for essential commodities and dues under the local laws etc. be ascertained by the prospective purchaser (s) and are the liability of the prospective purchaser (s).

25. The secured Asset(s) /property (ies) is / are offered for sale on **“AS IS WHERE IS”, “AS IS WHAT IS”, “WHATEVER THERE IS” AND “NO RECOURSE” BASIS**. The Bank does not undertake any responsibility to procure any permission / license etc. in respect of the secured asset(s)/immovable property(ies) offered for sale or for any dues / charges including outstanding water/service charges, transfer fees, electricity dues, dues of the local authority and /or any other dues, taxes, encumbrances if any, in respect of the said immovable secured asset (s) / immovable property(ies).

26. The tenderers/ bidders are advised to in their own interest to satisfy themselves with the title and correctness of other details pertaining to the immovable secured assets including the size/area of the immovable secured assets in question and also ascertain any other dues/liabilities/encumbrances from the concerned authorities to their satisfaction before submitting the tenders/bids. No queries in this regard shall be entertained at the time of auction or after. Offer(s)/Tenderer(s) whose offer is accepted by Authorised Officer shall not raise any grievance/complaint and shall not be permitted to withdraw after his offer if accepted by the Authorised Officer, either on the ground of discrepancy in size/area, defect in title or any other ground whatsoever. After the offer of tender/bid is accepted, such successful purchaser/his nominee shall be deemed to have unconditionally accepted all the terms and conditions of sale of immovable properties/secured assets and further shall be deemed to be waived all objections as to the title, descriptions, measurements etc. in respect of such immovable assets.

All costs, expenses and liabilities incurred by each bidder in connection with the transaction, including (without limitation) in connection with due diligence, preparation and / or submission of the Offers, including fees and expenses of its own advisors, if any, shall be borne and paid by such bidder, whether its Offer is accepted or rejected for any reason, and the Bank does not assume any liability whatsoever in this connection.

27. Tenders/bids with conditional offers shall be treated as invalid. Likewise correspondence about any change in the offers will not be entertained. If any tenderer/bidders wishes to give a fresh offer for the secured asset (s) / immovable property(ies) advertised on or before the last date prescribed for submission of the tenders/bids in the concerned advertisement, he / she /its they may submit a fresh tender /bid with appropriate EMD, subject to withdrawal of the earlier submitted offer.

28. The purchaser shall be required to bear all the necessary expenses like stamp duty, registration expenses, transfer fee and other charges etc. for transfer of the secured asset (s) / immovable property(ies) in his / her / their /its name(s).

29. The Bank reserves its right to accept or reject highest, any or all offer (s) or adjourn / postpone / cancel the e - auction without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the tenderers/bidders or to sell the secured asset(s) / immovable

property(ies) through private negotiations with any of the tenderers/bidders or any other party / parties. The Bank's decision in this behalf shall be final and binding.

30. The Bank will be at liberty to amend/modify/delete any of the above conditions at its sole discretions as may be deemed necessary or warranted in the light of the facts and circumstances of the case without giving any further notice to the bidders/tenderers and the tenderers/bidders shall be deemed to have accepted such revised terms and would accordingly be bound by them.

31. The Bank shall not be held responsible/liable for any charge, lien, and encumbrances, in ascertaining the genuineness /marketability in the title, property tax or any other dues to the government or anybody in respect of secured assets.

32. Chain Title Documents of Secured Asset available with the Bank (if any) shall be handed over to the successful bidder only after registration of Sale Certificate. In case chain title documents are deposited with Debt Recovery Tribunal (DRT) or any other court / forum / authority, the Bank / Authorised Officer will make an application for retrieving the original chain title documents from such tribunal / court / forum / authority. Till such time the Successful Bidder will have to bear with the Authorised Officer / Bank.

33. The sale is subject to confirmation by the bank.

34. The bid is not transferable. Conditional offers/bids may be treated as invalid and contingent Offers/bids shall be treated as invalid

35. Name change/transfer of title shall be the sole responsibility of the successful purchaser/bidder and bank shall have no role to play in the same.

36. In case only single bid is submitted, then Authorised Officer / Bandhan Bank, at its sole discretion, may declare such bidder as Successful Bidder (s).

37. Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transportation, demarcation in respect of any action related to Secured Assets and any other incidental expenses including insuring labourers for the same shall be borne by the Successful Bidder and the Bank shall not be liable for the same .

38. As from the date of confirmation of the Offer as Successful Offer of the Secured Assets, all the risks, costs, responsibilities including the risks and costs as regards any loss or damage to the Secured Assets by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever shall be that of the Successful Bidder and neither Bandhan Bank nor the Authorised Officer shall be liable for any such loss or damages.

Sd/-

Dated: 29.05.2023

(Authorised Officer)

Place: Malda, West Bengal

Bandhan Bank Ltd

ANNEXURE - I

BID / OFFER FORM

Offer for purchase of Secured Assets mortgaged for the loan of **MOBILE BAZAR**, pursuant to the Auction / Sale Notice published in **Business Standard** and **Bartaman** on **29.05.2023** and the Tender Document issued by Bandhan Bank Ltd.

1.	Name of the Borrower	
2.	Description of the Secured Assets	
3.	Name of the Offeror / Bidder	
4.	(Registered) Address of the Offeror/Bidder	
5.	Name, Designation and Address of the Authorised Representative of the Bidder(only in case of a Company / legal entity being the offeror / Bidder)	
6.	Telephone Number of the Offeror	
7.	Mobile Number of the Offeror / Bidder	
8.	Email address of the Offeror /Bidder	
9.	Fax No.	
10.	EMD Amount	
11.	PAN Number	
12.	EMD Detail	DD No: Issuing Bank : Payable at :

1. I / We, the Bidder confirm that:

- a. The sale of the Secured Assets by Bandhan Bank shall be under the provisions of the SARFAESI Act, 2002 read with the Security Interest (Enforcement) Rules, 2002.
- b. The assets are being purchased by us on "As is Where is Basis", "As is What is Basis", "Whatever There is Basis" and "No Recourse Basis".
- c. I/we have perused the relevant papers, documents etc. furnished by the Bank and satisfied with title and marketability of the secured asset under sale. However, I/we undertake and confirm not to raise any claims, contentions etc. against Bandhan Bank / Authorised Officer in this regard and my / our Bid is not conditional and shall not be withdrawn for whatsoever reason and if the same is accepted by you shall be binding on me / us.
- d. I / We have done necessary legal, technical and financial due diligence with respect to the Secured Assets and the Bid is being submitted after due consideration of relevant facts and commercial aspects and not merely based on the information provided by or representations, if any, made by Bandhan Bank / Authorised Officer.
- e. I/We have satisfactorily inspected the Secured Assets.
- f. I am / We are legally eligible to enter into necessary agreement / contract.
- g. I/We have read and fully understood all the terms & conditions of sale as uploaded in banks website. A copy of the same is signed and enclosed as a mark of my consent.

h. The information revealed by me / us in the Bid is true and correct. I/We understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and/or untrue, the Bid submitted by me/us is liable to be rejected. Bandhan Bank will be at liberty to annul the Bid / Acceptance at any point of time.

j. I/We also agree that after my/our Bid for purchase of the Secured Assets is accepted by Bandhan Bank and I/We fail to accept or act upon the terms and conditions of the Bid or am / are not able to complete the transaction within the time limit specified in the Bid confirmation letter for any reason whatsoever and/or fail to fulfill any/all the terms and conditions, the Earnest Money Deposit any other monies paid by me / us along with the Bid and thereafter, are liable to be forfeited by Bandhan Bank and that Bandhan Bank also has a right to proceed against me / us for specific performance of the contract, if so desired by Bandhan Bank. KYC documents are enclosed.

For OFFEROR / Bidder:

Authorised Signatory

KYC Documents:

Encl : EMD DD & Signed copy of the terms of Sale