

# BANGIYA GRAMIN VIKASH BANK

(A GOVT. ENTERPRISE)

HEAD OFFICE, BMC HOUSE, NH-34, CHUANPUR, P.O: CHALTIA, BERHAMPUR DIST: MURSHIDABAD 742101

### PUBLIC NOTICE FOR E-AUCTION FOR SALE OF MOVABLE & IMMOVABLE PROPERTIES

# **E-AUCTION SALE NOTICE**

SALE OF IMMOVABLE PROPERTY MORTGAGED TO THE BANK UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT. 2002

read with proviso to Rule 8(6) / Rule 9(1) of the Security Interest (Enforcement) Rules, 2002

Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) that the below described Immovable / Moveable Properties Mortgage / Hypothecated / Pledge / Charged to the secured creditor, physical / symbolic possession of which has been taken by the Authorised Officer of the Bangiya Gramin Vikash

Bank, Secured Creditor, will be sold on "As is where is", "As is What is " and "Whatever there is " on 04.03.2025 for recovery of bank dues to the Bank/secured creditor from the respective borrower(s) / guarantor(s) as per the

detail below. The reserve price and the earnest money deposit will be as mentioned in the table below against the respective property/ies.

Names and Addresses of the Borrower(s) / Guarantor(s)

#### 1. SARFAESI Action details 2. Current Dues 3. Nature of Possession (Symbolic / Physical) ur: Mail ID: rmdakshindinajpur@bgvb.co.in, Contact No.: 9800018188 / 8371884739

### 1. Description of the Properties 2. Details of encumbrances known to the secured creditor

### (A) Reserve Price (B) Earnest Money Deposit C) Min, Bid Increase Amount (D) EMD submission Account Details

Region: Dakshin Dinajpur:
Borrower Name- W/S Maa Amiyabala Rice Mill & Malabika Saha Partner: Late Ratan Kumar Saha & Malabika Saha, Village – Bilpara, PO – Safanagar, PS – Kumarganj, Dist – Dakshin Dinajpur,PIN – 733141
<b>Late Ratan Kumar Saha &amp; Malabika Saha,</b> Village – Bilpara, PO – Safanagar, PS – Kumarganj, Dist – Dakshin Dlnajpur,PIN – 733141

Branch: Patiram

Place: Berhampore

- iii & 1. Date of NPA- 16-08-2013 All the parts & Parcel of Property Consisting Land Date of 13(2)-21-01-2014 Date of 13(4)- 01.07.2014 & Physical possession - 24.11.2020 age 2. Rs.65708275/- (Interest calculated up to 31-08-2021 )plus unapplied interest and incidental expenses, costs etc 3. Physical
  - and Building bearing Mouza Safanagar, JL No.47, Khatian No. 1919,3973,3974,3975 Plot No.2807,2808,2809,2810, 2804/3345 measuring a total area of 2.10 acres Classification- Rice Mill & Godown, in the name of Ratan Kumar Saha & Malabika Saha (Partners) PO - Safanagar, PS -Kumargani, Dist - Dakshin Dinaipur, PIN - 733141 Bounded by: On the North by: PWD Road, On the South by: Land of Bablu Murmu, On the East by: Property of Gobinda Sarkar and others, On the West by: Property of S. Basak and Sibcharan Murmu Encumbrance: Not known
- A) Rs. 15700000/-B) Rs. 1570000/-C) Rs. 157000/-D) A/C No. 5812051111111

IFSC: PUNB0RRBBGB

- The sale shall be subject to the Terms & Conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the following further conditions:
- The properties are being sold on "AS IS WHERE IS BASIS" and "AS IS WHAT IS BASIS" and "WHATEVER THERE IS BASIS"
- 2. The particulars of Secured Assets specified in the Schedule herein above have been stated to the best of the information of the Authorized
- Officer, but the Authorized Officer shall not be answerable for any error, misstatement or omission in this proclamation.
- 3. The Sale will be done by the undersigned through e-auction platform eProcurement Technologies Limited, Mr. Praveen Thevar, Email ID: praveen.thevar@auctiontiger.net, Mobile: 9722778828 provided at the Website https://sarfaesi.auctiontiger.net on 04.03.2025 (12.00 noon to 1.00 p.m.)
- 4. Last date for submission of Bid with EMD: 03.03.2025 (within 3.30 p.m.) Inspection Date & Time: From 21.02.2025 to 23.02.2025 (12.00 noon to 3.00 p.m.)
- 6. For detailed term and conditions of the sale, please refer https://sarfaesi.auctiontiger.net & www.bgvb.in, or Contact at the given
- details of the respective regions. Date: 31.01.2025

Authorised Officer, Bangiya Gramin Vikash Bank Head Office: Berhampore, Murshidabad

# For Detailed Terms and Conditions of the Sale, Kindly Contact to the Regions Details as Given Below:

Region Name	Mail Id	Contact No
Dakshin Dinajpur	rmdakshindinajpur@bgvb.co.in	9800018188/8371884739

# **ANNEXURE-II**

# **AUCTION BID FORM**

# AUCTION SALE OF IMMOVABLE/MOVABLEPROPERY UNDER SARFAESI ACT, 2002

(Please fill in Capital Letters)

1.	* Name of the Bidde	` /	ompany or F	arm Name	:
2.	Father's/Husband's		:		
3.	Postal Address of Bi	ader(s)	:		
4. 5.	* Phone/Cell No. * E-Mail ID				
5. 6.	* Property Details(F	Porrower I	; Nama & S1 N	Jo) •	
			Name &Si i		(D
7.	Bid Amount quoted		. 1 1 1	·	(Rupees
8.	Date of submission	`		ıtn	
0	Bid Form & KYC D		/	:	
9.	Demand Draft/Pay		ails:	:	
10.	EMD remittance des				
	Amount :				
	Date of remittance				
	Name of Bank				
	Branch				
	A/c No.				
	IFSC Code No. UTR No.	:			
11.	Bank Account Deta	ils to which	ch EMD am	ount should	l be returned
i) Ba	nk Name :				
	ranch Name:				
iii) B	ank A/c. No. :				
iv) IF	SC Code No. :				
12.	PAN Number				
13.	Photo ID enclosed:	Voter ID	/ PAN Card	/ Driving I	icense / Govt. ID card / Passport
the a	uction notice publisl	hed in th	ne daily ne	ewspaper v	we terms and conditions of auction sale and which are also available in the website all abide by them. I/We also undertake to
	ove <b>my/our bid by on</b> ssful-bidder.	e bid inc	remental va	alue notifie	ed in the sale notice if I/We am/are the sole
Date:					
(Seal)					(Signature of the Bidder)

# ANNEXURE-III DECLARATION BY BIDDER(S)

10.	
The Authorised Officer,	
The Authorised Officer,	

#### Date:

To:

Dear Sir/Madam

- 1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the sale and have understood them fully. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
- 2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
- 3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief.
  - 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 offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorised Officer and that the Authorised Officer will be at liberty to annul the offer made to me/us at any point of time.
- 4. I/We understand that in the event of me/us being declared as successful bidder by the Authorised Officer in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorised Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Authorised Officer.
- 5. I/We also agree that in the eventuality of forfeiture of the amount by Authorised Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
- 6. I/We also understand that the EMD of all officer/bidders shall be retained by the Bank and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
- 7. The decision taken by Authorised Officer in all respects shall be binding on me/us.
- 8. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Signature:	
•	
	ocument is required to be duly filled in and signed by the bidder and thereafter uploaded ir
during the tin	ne of submission of the bid.



HEAD OFFICE BMC HOUSE, NH-34, CHUANPUR,

P.O: CHALTIA, BERHAMPUR, DIST: MURSHIDABAD 742101

# General Terms and Conditions for sale of assets of borrower accounts through online e-auction under SARFAESI Act

Nature and Objective of Online Sale:

The online e-auction sale is with the objective of Free and fair Sale, transparency and for achieving best-possible recovery of public money.

The sale is governed by the Provisions of the Securitization and Reconstruction of financial Assets And Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 and li e following specific terms and conditions.

2. The auction sale will be On-line E-Auction through the Bank's approved service provider e-Procurement Technologies Limited Antares Systems Limited under the supervision of the Authorized Officer of the Bank. Bidding will be through web site <u>sarfaesi.auctiontiger.net</u> on specified date and time as mentioned in sale notice. Bidders shall improve their offers in multiples as specified in the Notice <u>during online bidding of the property</u>.

> Inspection Date &Time: Mentioned in Sale Notice

Last date for submission of on-line application for Bid with EMD: Mentioned in Sale Notice

E-Auction Tender Document containing online e-Auction bid form, declaration, general terms and conditions of online auction sale are available in the website <u>sarfaesi.auctiontiger.net</u> and <u>www.bgvb.in</u>. Intending participants may download relevant documents or may get in touch with the service provider on contact no. Mr. Praveen Thevar Mob: 9722778828 E-mail: praveen.thevar@auctiontiger.net

### 3. Caution to bidders:

Property is being sold on "AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS". In case the property/ies is sold after taking symbolic possession of the properties, Successful bidder/s shall have to get physical possession of the properties at his/their own cost, risk & responsibility. Though the Bank will facilitate in taking possession by obtaining orders from the competent authorities.

❖ To the best of knowledge and information of the Authorized Officers, there are no encumbrances on the properties except those mentioned in the Notice. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of property put on auction, proper registration and payment of stamp duty of documents, physical area of property, and claims/ rights / dues / affecting the property, prior to submitting their bid. Further thebidder / purchaser should make their own inquiries regarding any statutory liabilities, arrears of tax, claims etc. by themselves before making the bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation on the part of the bank. The property is being sold with all the existing and future encumbrances whether known or unknown to the bank. The Authorized Officer / Secured Creditor shall not be responsible in any way for any third party claims / rights / dues.

- The Bank does not undertake any responsibility to procure any permission/license, NOC, allotment of Share Certificate etc. in respect of the property offered for sale or 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.
- \* Bidders are advised / cautioned to verify the concerned Revenue Records/ other Statutory authorities such as Sales Tax/Excise/Income Tax etc. and shallsatisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc. over the property before submitting their bids.

\* Bidders are advised to go through all the terms and conditions of sale and also in the corresponding public sale notice in the details before submitting the bid and participating in the online bidding/auction.

Statutory dues/liabilities etc., due to the Govt./Local Body, if any, shown in the sale

notice/tender document shall be borne by the purchaser(s)

This notice is also being published in vernacular. The English version shall be final if any question of interpretation arises.

Inspection of Property/Immovable Assets:

- Property/Assets can be inspected on the date(s) given in the public sale notice, and on any other date at the discretion of Authorized Officer with prior appointment. For prior appointment respective Regional Offices (contact details provided in the sale notice) may be contacted.
- Bidders shall inspect the property/Assets and satisfy themselves regarding the physical nature, condition, extent, etc. of the property/Assets
- Bidders are bound by the principle of caveat emptor (Buyer Beware)

5. Inspection of Title Deeds:

Bidders may inspect and verify the title deeds and other documents relating to the property available with the Bank.

### 6. Submission of bid forms:

- Bids shall be submitted in prescribed format before the last date and time given in the sale notice.
- Bidders may give offers either for one or for all the properties. In case of offers for more than one property bidders will have to deposit the EMD for each property.
- Intending bidder should hold a valid e-mail id. All the correspondences will be done through E-mail. Interested bidders should have their own arrangements for internet service. Internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves.
- Bids form shall be duly filled in with all the relevant details.
- Bidders staying abroad/NRIs/PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.
- Incomplete/unsigned bids without EMD remittance details will be summarily rejected. NRI Bidders must necessarily enclose a copy of Photo page of his/her Passport.
- Only copy of PAN Card, Passport, Voter's ID, Valid Driving License or Photo Identity Card issued Govt. and PSU will be accepted as the identity document and should be submitted along with the bid form

Original Identity Document copy of which is submitted along with the bid form must be produced on demand.

7. Earnest Money Deposit (EMD):

- The bid shall be accompanied by the EMD as specified in the public sale notice/tender document. Earnest Money Deposit (EMD) shall be deposited through NEFT only in the Account as mentioned in the sale notice.
- In case of sole bidder, minimum one increment amount over and above reserve price is required /necessary for declaration as H1 Bidder.
- The H1 bidder shall get an email /letter from the Authorized officer of the Bank to pay residual amount (25% of Sale Price minus EMD) in A/C No. mentioned in the sale notice. The remaining 75 % of Sale price shall be deposited on or before 15th day of confirmation of sale or such extended period as may be agreed in writing between Purchaser and Secured Creditor as envisaged in the SARFAESI Act. The said 75% of Sale price shall also be deposited in A/c No. mentioned in the sale notice only.

\* Earnest Money Deposit (EMD) shall be adjusted in case of highest bidder, otherwise refunded on request of unsuccessful bidder. The EMD shall not carry any interest. Further, in case possession of property is delayed by any reason whatsoever, the auction purchaser will neither be entitled for any interest nor damages.

\* A copy of bid form along with the enclosures submitted online (also mentioning the UTR No. and the account no. through which EMD is remitted) shall be forwarded to the Authorized Officer, Bangiya Gramin Vikash Bank, so as to reach us on or before the last date of submission of bid.

Bidders not to disclose remittance details of EMD, UTR Code, etc. to any one and to safequard its secrecy.

Bidders shall preserve the remittance challan and shall produce the same as and when demanded.

Bid form without EMD shall be summarily rejected.

All details regarding remittance of EMD shall be entered in the bid form.

EMD, either in part or in full, is liable for forfeiture in case of default.

8. Bid Multiplier:

The bidders shall increase their bids in multiplies of the amount of increment specified in the public sale notice/Tel-n s and condition of Sale. In case of solebidder, increase of bid by one increment is imperative.

### 9. Duration of Auction Sale:

- Online auction sale will start automatically on and at the time given in the public sale notice/Tender Document.
- Auction/Bidding time will initially be for specified period and if bidding continues the bidding process will get automatically extended five minutes duration of each and kept open till the auction sale concludes.
- If any market-leading bid(bid higher than the highest at the point in time) is received within the five minutes of closing time, the bidding time will be extended automatically by five minutes and if no bid higher than last quoted highest bid is received within the said extended five minutes, the auclion sale will automatically get closed at the expiry of the extended ten minute There will thus be an extension of bidding tine, each of five minutes duration, till auction is concluded
- \* Bidders are advised to enter their bid accordingly keeping in mind the five minutes
- No complaint on time-factor or paucity of time for bidding will be entertained.

10. Online Bidding:

- \* Auction/ bidding will be only online. One increment is imperative for becoming highest/successful bidder including the case of sole bidder.
- In case of sole bidder, the sale may be accepted or deferred and property be badtfor

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resale or otherwise sale will be deferred or cancelled.

In case of sole bidder, one increment in bidding is mandatory.

. Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.

No request/complaint of wrong bidding will be entertained for canceling the sale and in such case, the EMD in full will be forfeited.

# 11. Declaration of successful bidder:

Highest bidder will be declared the successful bidder and sale will be confirmed in his favour in consultation of Secured Creditor as per provisions of SARFAESI Act. Intimation to this effect will be given through e-mail by Service Provider/Bank.

Highest bid will be provisionally accepted on "subject to approval" basis and the highest bidder shall not have any right/title over the property until the sale is

confirmed by the Authorized Officer.

All intimations to bidders/auction purchaser will be primarily through e-mail by the Bank. Date of sending e-mail will be considered as date of intimation. If no intimation reaches, bidders are expected to take efforts to find out status from the Bank. Non-receipt of intimation should not be an excuse for default/non-payment.

# 12. Deposit of purchase price:

The bidder declared successful, shall pay, immediately or within 24 hours aftersuch declaration, a deposit of 25% (less EMD already paid) of Sale Price.

In case of the auction-sale proceeding and concluding beyond the banking transaction hours, the deposit of 25% of purchase price (less EMD already paid) shall be remitted by next working day.

The balance amount of Sale Price shall be paid on or before the 15<sup>th</sup> (Fifteenth) day from the date of the sale or within such period as may be extended, for thereason to be

recorded, by the Authorized Officer.

It shall be the responsibility of the successful bidder to remit the TDS @ 1% asapplicable u/s 194 1-A if the aggregate of the sums credited or paid for such consideration is Rs.50 lakh or more. TDS should be filed online by filing form 26QB & TDS certificate to be issued in form 16B. The purchaser has to produce the proof of having deposited the income tax into the Govt. Account.

### 13. 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 balance bid amount within the stipulated time shall render automatic cancellation of sale without any notice and the EMD and any other deposit paid by the successful bidder shall be forfeited by the Authorized Officer of the Bank.

14. Sale Certificate / Payment of Stamp Duty:

- On confirmation of the sale by the Bank and compliance of the terms of payment, the Authorized Officer shall issue a certificate of sale of the said property in favour of the successful bidder/purchaser in the form given in Appendix V to Enforcement of Security Interest Rules. The Sale Certificateshall be issued only in the same name in which the tender /bid is submitted
- No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.

Sale Confirmation/Sale Certificate shall be collected in person or through an authorized

The successful bidder would bear all the charges/fees payable for conveyance such as stamp duty, registration fee or any other cost as applicable as per law. All statutory/non statutory dues, taxes, rates, assessments, charges fees etc. will be responsibility of the successful bidder only.

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 he 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.

### 15. Return of EMD to unsuccessful bidders:

EMD of unsuccessful bidder/s will be returned through NEFT transfer to the Bank Account details, provided by them in the application within 07 (seven) working days.

Unsuccessful bidders shall ensure return of their EMD as mentioned above and if not, immediately to contact the Authorized Officer of the Bank for assistance.

16. Stay/Cancellation of Sale:

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.

Default in payment of 25% of the purchase price or the balance purchase price within the stipulated/extended time shall result in forfeiture and cancellation of sale and Bank

will be entitled to re-auction the same.

17. Delivery of Title Deed:

The title deeds and other documents related to the property and deposited with the Bank for creation of Equitable Mortgage may be delivered to the Successful bidder/Auction Purchaser, on execution of the Sale Certificate. Bank reserves its own discretion in this regard.

18. Delivery of possession:

All expenses and incidental charges for delivery of possession shall be borne by the auction purchaser.

### 19. Other Conditions:

The Authorized 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 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

The Authorized Officer reserves the right to accept or reject all or any bid or bids without assigning any reason and to postpone or cancel the sale without assigning any reason.

Bidders shall be deemed to have read and understood all the conditions of saleand are bound by the same.

No counter-offer/conditional offer/conditions by the bidder and/or successful- bidder will be entertained.

The Borrowers attention is invited to the provisions of sub-section 8 of section 13 of the Act in respect of time available, to redeem the secured asset

Particulars specified in respect of the property in the public notice have been stated to the best of the information of the Authorized Officer/Bank and Bank would not entertain any claim or representation in that regard from the bidders.

This publication notice of 30/15 days is as required by Act/ Rules of Securitisation Act to Borrower/s and guarantor/s.

Disputes, if any, shall be within the jurisdiction of Bank Service Area only.

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Words and expressions used herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002, and the Rules framed thereunder.

# Technical Terms and Conditions of Online Auction Sale

- Prospective bidder has to register as stated aforesaid.
- Time Extension: If any market leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the time of auction sale will get automatically extended by another five minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended five minutes, the auction sale will be automatically closed at the expiry of the extended five minutes.
- Bids: All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason If done so, the EMD amount shall be forfeited
- The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders. The bidder with the highest offer/ bid does not get any right to demand acceptance of his bid in case any stay order is received by the Bank
- The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful ridding) and no complaint/ representation will be entertained in this regard by the Bank Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
- The intimation to the bidder/ bidder's concerned of having declared successful in the auction sale will primarily be sent to them through e-mail The date of sending the email will be considered as date of intimation
- If no intimation reaches for reasons beyond the control of the Bank, the bidders are required to take efforts to ascertain hue status. Non receipt of intimation shall not be a ground for non-payment or delayed payment. Bidders must therefore keep a watch on their incoming e-mail or can contact the Bank/ Authorized Officer The Bank will not beliable for wrong e-mail id registered by the bidder or for return of the mail for mailbox being full
- Note of caution for the Bidders.

Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment for submitting their bids.

Authorized Officer

Bangiya Gramin Vikash Bank`