

[Terms and Conditions for Sale to be uploaded in Banks website as well as baanknet.in website]



REGIONAL STRESSED ASSET RECOVERY BRANCH, BHUBANESWAR  
Plot no -831/3823, Sampur, Kalinga Nagar, Bhubaneswar-03  
Fax: 7328834142, E-mail: sarbhu@bankofbaroda.co.in

**TERMS AND CONDITIONS FOR SALE OF ASSET THROUGH ONLINE E-AUCTION UNDER SARFAESI ACT 2002**

E-Auction Sale Notice for Sale of Immovable Assets under the Securitization 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 Authorized 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/s. 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 -

| Sl. No. | Name & Address of Borrower(s) /Guarantor(s)                                                                                                                                                                                                         | Description of the immovable property with known encumbrances, if any                                                                                                                                                                                                                      | Outstanding Dues                                                        | Date & Time of E-auction                | -Reserve Price<br>-EMD<br>-Bid Increase Amount            | Status of Possession (Constructive / Physical) | Property Inspection Date & Time     |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------|------------------------------------------------|-------------------------------------|
| 1       | <b>BORROWER :</b><br>M/S.SWAPNA MORTORS PVT. LTD.<br>AT/PO: PLOT NO 239A KHATA NO.1336, SECTOR-A, ZONE A, MANCHESWAR INDUSTRIAL ESTATE BHUBANESWAR-751010 DIST- KHORDA<br><br>MR. BADRI NARAYAN SAHA S/O LATE SHYAM SUNDAR SAHA (MANAGING DIRECTOR) | EQUITABLE MORTGAGE OF LAND & BUILDING AT MOUZA-PANDARA, KHATA NO.1336, REV. PLOT NO.490(P) & 494(P), IDCO PLOT NO.239A, SECTOR-A, ZONE A MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR-751010, DIST- KHORDA AREA AC.0.590 DEC IN THE NAME OF M/S. SWAPNA MOTORS PVT. LTD. BOUNDARY-EAST-BRIDGE | ₹36,84,11,973.08<br>/- AS ON 10-05-2026<br>+INTEREST & CHARGES INCURRED | 04-06-2026<br>FROM 02.00 PM TO 06.00 PM | RS.18,55,87,000/-<br>RS.1,85,58,700.00/-<br>RS.1,00,000/- | Symbolic                                       | 03-06-2026<br>(10.00 AM TO 5.00 PM) |



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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--|--|--|--|--|
| <b>MRS.NEELAM SAHA W/O MR. BADRI NARAYAN SAHA (DIRECTOR)</b><br><br><b>MR. ROUNAK SAHA S/O MR. BADRI NARAYAN SAHA (DIRECTOR) AT-SAHA SHYAM KUNJ FRIENDS COLONY, CUTTACK- 753001 ODISHA</b> | <b>WEST-IDCO PLOT NO.239/B NORTH-IDCO PLOT NO.490&amp;491 SOUTH-ROAD</b> |  |  |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--|--|--|--|--|

**\*\* (i) Property is in symbolic possession and bidder is purchasing the property in symbolic possession at his own risk & responsibility.**

**\*\* (ii) Bank will not be responsible or duty bound for handing over of physical possession.**

**\*\* (iii) Bank will handover the property symbolically only and successful auction bidder/purchaser will not claim physical possession from the Bank.**

#### **TERMS AND CONDITIONS –**

1. The Online E-Auction will be held through auction portal website i.e. <https://baanknet.in> on the date and time mentioned above with unlimited extension of 10 minutes. The intending bidders / purchasers are required to register through <https://baanknet.in> (Buyer Registration – link provided in the home page of the website) by using their mobile number and valid email-id. The intending bidders / purchasers are further required to upload KYC documents and Bank Details. The intending bidders / purchasers can be guided by the Buyer Manual provided in the home page of the auction portal website.

2. KYC Verification - On completion of registration, the intending bidders / purchasers are required to upload KYC documents and Bank account details. Registration and uploading formalities shall be completed well in advance.

3. EMD Payment - On completion of KYC verification, the intending bidders / purchasers may login and make the EMD payment, for EMD payment intending bidder/purchasers can be guided by the buyer manual provided therein after login as buyer. Payment can be made through payment gateway and also by way of creating challans and deposit the amount in the wallet. The payment shall be ensured well in advance before the stipulated time. If the required EMD amount is not held in the buyer Wallet, they will not be allowed to participate. Interested bidder may deposit Pre-Bid EMD with <https://baanknet.in> Auction portal before the close of e-Auction. The Earnest Money Deposited shall not bear any interest. For refund of EMD of the unsuccessful bidders, Bidder has to seek the refund online from e-Auction service provider by logging in <https://baanknet.in> and by following procedure for refund given in Buyer manual and only after seeking refund online, the refund will be made by the e-Auction service provider. EMD amount of the unsuccessful bidders will be returned without interest.

4. While bidding the bidder has to select the property for which offer is submitted from the list mentioned in the above website and/ or bidder can directly enter Property ID.

**Help Desk**



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 Authorized 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 property.



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: 7328834142.

21. **Additional points related to property in symbolic possession-**

(i) Bank will not be responsible or duty bound for handing over of physical possession.

(ii) Successful auction purchaser will not be entitled to claim any interest, in any case of return of money.

(iii) Successful auction purchaser has to submit the declaration cum undertaking confirming the above terms & condition immediately after e-Auction.

(iv) Subsequent to sale if successful bidder fails to submit declaration cum undertaking, the bid EMD amount will be forfeited.

Date: 14-05-2026  
Place: Bhubaneswar

Authorized Officer  
Bank of Baroda

