बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक परिवार एक बैंक प्रधान कार्यालय : 'लोकमंगल', 1501, शिवाजीनगर, पुणे - 411005. H. O.: 'Lokmangal', 1501, Shivajinagar, Pune - 411005.	**Bank of Maharashtra** **Zonal office Kolkata** **McLeod House, 3, N.S. Road, Kolkata-700001** **Email :** **cmrecovery_cal**@bankofmaharashtra.bank.in legal_cal@ bankofmaharashtra.bank.in recovery_cal@ bankofmaharashtra.bank.in	91 YEARS

Terms and Conditions for e-auction/sale of the secured assets under the SARFAESI Act 2002 on 29.06.2026
Sale notice published on 22.05.2026.
Newspapers: Aajkal & Financial Express.

Date of E- Auction: 29.06.2026 between 11 A.M. to 5 P.M. with auto extension for 5 minutes				
Last date & time for submission of Bid/Deposit of EMD and Proof: 29.06.2026 upto 10:30 A.M./ As per e-Bikray rules				
Date & Time of inspection of property: 03.06.2026 to 12.06.2026 between 11 AM to 5 PM. with prior appointment				
Sr. No.	**Name of Borrower and Guarantor**	**Amount Due**	**Short description of the immovable property with known encumbrances**	**a) Possession Type** **b) Reserve Price** **c) Earnest Money Deposit** **d) Bid Increment**
1	M/s Shree Mahabir Stores, Partnership Firm, 170/1, Mahatma Gandhi Road, Burrabazar, Kolkata, West Bengal-700007 Partners 2. Mr. Aayush Sarawgi, Shrachi Green Wood Sonata Tower IV,	Rs.2,36,45,199/- (Rupees Two Crore Thirty-Six Lakh Forty-Five Thousand One Hundred and Ninety-Nine Only) plus unapplied interest @applicable rate from 03.11.2025	All that pieces and parcel of the property consisting of Godown/Semi Commercial Space no. 504, on the 5th floor, admeasuring 10,000 sq.ft. be the same more or less, in the building namely "Millenium Market" built and constructed upon land admeasuring 92 Decimal equivalent to 55.56 cottahs be the same more or less, comprised in Mouza Bankra, J.L. No. 55, appertaining to L. R. Khatian no. 12516, under R.S. dag nos. 173,174, 176, 179, 181, 199, corresponding to L.R. Dag nos. 185, 187, 189, 192, 194, 215, within the local limits of Bankra II No. Gram Panchayat, under	a) Constructive b) Rs.5,44,00,000/- (Rupees Five Crore Forty Four Lakh Only) c) Rs.54,40,000.00 (Rupees Fifty-Four Lakh Forty Thousand Only) Bid Increment: Rs.35,000/-

	Flat No. 12K, 12th Floor Rajarhat New Town Action Area 2D, Near City Centre II, Eco Park, North 24 Pgns, West Bengal 700157 3. Mr. Kamal Kumar Sarawgi, Tower 3, 11N Greenwood Sonata New Town, Action Area 2D, Near City Centre II, Eco Park, North 24 Pgns, West Bengal 700157 Branch. Mid Corporate (Mob. 7005397104)		Police Station- Domjur, Pincode-711403, District- Howrah West Bengal, Butted and Bounded as under: **On the North:** R.S. Dag No. 177 and 199 of Mouza Bankra; **On the South:** Panchayat Road & portion of R.S. Dag No. 174, 181 & 182 of Mouza Bankra; **On the East**: R.S. Dag No. 194 and 195 of Mouza Bankra; **On the West:** R.S. Dag No. 173, 174 & 175 of Mouza Bankra; **Encumbrances – SA (Diary No.2726 of 2026) filed in DRT-1, Kolkata.**	
2	Mr. Rajiv Kumar Newar, (Borrower) Vidya Apartment, Flat No.102, N S Road,	Rs.17,07,923/- (Rupees Seventeen Lakhs Seven Thousand Nine Hundred and Twenty-three Only) plus unapplied interest @applicable rate from 09.09.2024	Flat no. 102, admeasuring about 785sq.ft. super built up area and 654sq.ft of built up area in G+3 building together with undivided and impartible proportionate share and interest in the land lying and situated at JL No. 27, Dag No-3218 & 3215 under Khatian No- 2672 & 2802, situated at	a) Actual b) Rs. 16,64,000/- (Rupees Sixteen Lakh Sixty-Four Thousand Only) c) Rs. 1,66,400/- (Rupees One Lakh Sixty-Six

	Rishra, Hooghly-712248. Mrs. Chanchal Newar, (Borrower) Vidya Apartment, Flat No.102, N S Road, Rishra, Hooghly-712248. Branch: Chinsurah (Br. Manager: Subhajit Ganguli Mob. 8944875664)		Holding No-36, Ward no-7, N.S.Rd, within local limits of Rishra Municipality, PS-Rishra, Dist-Hooghly,-712248 owned by Mr. Rajiv Kumar Newar and Ms. Chanchal Newar bounded as below: **On the North**: Flat No. 103. **On the South**: Flat No. 101. **On the East**: Common Corridor. **On the South**: Open Space of the Building; **Encumbrances: Not Known.**	Thousand Four Hundred Only) Bid Increment: Rs. 10,000/-
3	M/s. Rathi Vyapar & Vinimay (P) Ltd 24 Strand Road, Kolkata 700001 I. Mrs. Saru Kankani (Director and Mortgagor) II. MRS. BIMLA DEVI RATHI (Director and Mortgagor)	Rs.4,59,02,880/- (Rupees Four Crore Fifty-Nine Lakh Two Thousand Eight Hundred and Eighty Only) plus unapplied interest @applicable rate from 24.11.2025	1. All pieces and parcels of land with two storied RCC Structured residential standalone building [land admeasuring about 2 cottahs 10 Chittacks & 22 sq ft more or less i.e. 1912 sq ft and RCC residential building of 640 sq ft covered in each floor i.e. 1280 sq ft in total] Municipal Premises No 112/5/1, Ward No 10, of Howrah Municipal Corporation, Sita Nath Bose Lane, Salkia, Golabari, Howrah 711106 registered in the name of Shri Haripada Guha, Butted and Bounded as under:	a) Constructive b) Rs. 51,90,000/- (Rupees Fifty-One Lakh Nineteen Thousand Only) c) Rs. 5,19,000/- (Rupees Five Lakh Nineteen Thousand Only) Bid Increment: Rs.20,000/-

	24, Strand Road, Kolkata – 700001. MRS BIMLA DEVI RATHI (Guarantor and Director) Address: - 2C Laxmi Narayan Mukherjee Road, Kolkata, 700006. Mrs. Uma Kankani (Guarantor) Address: - 2C, Laxmi Narayan Mukherjee Road, Kolkata, 700006. Mrs. Saru Kankani (Guarantor and Director) Address:- 2C, Laxmi Narayan Mukherjee Road, Kolkata, 700006.		**On the North**: House of Gita Rani Das. **On the South**: House of Shri Bishnu Pada Guha. **On the East**: House of Pashupati Dutta. **On the West**: Common Passage; **Encumbrances: Not Known.**	
			2. Flat at entire 3rd Floor Building situated at Premises No.2C with undivided proportionate share of land and all relevant facilities at Laxminarayan Mukherjee Road, Ward No.21, Jorabagan, Beadon Street, Kolkata 700006, measuring an area of 1300 sq.ft. registered in the name of Sri Anil Kumar Rathi, Butted and Bounded as under: **On the North**: Premises of Lalit Mohan Singha; **On the South**: Abutted by open to Sky; **On the East**: Abutted by open to Sky; **On the West**: Stair Case; **Encumbrances: Not Known.**	a) Constructive b) Rs. 90,80,000/- (Rupees Ninety Lakh Eighty Thousand Only) c) Rs. 9,08,000/- (Rupees Nine Lakh Eight Thousand Only) Bid Increment : Rs. 20,000/-

	MR HARIPADA GUHA (Guarantor) Address:- 112/4, Sitanath Bose Lane, Howrah, 711106. MR CHAMPALAL RATHI (Since deceased) (Mortgagor) Address:- 2C, Laxmi Narayan Mukherjee Road, Kolkata, 700006. Mr. Rajgopal Kankani (Guarantor) Address:- 2C, Laxmi Narayan Mukherjee Road, Kolkata – 700006. MR ANIL KUMAR RATHI (Guarantor) Address:- 2C, Laxmi Narayan Mukherjee Road, Kolkata – 700006.		3. Flat No.3 measuring 500 Sq.ft super built up area more or less, 2nd Floor with undivided proportionate share of land and all relevant facilities of Laxmi Niwas Apartment situated at Municipal Premises No.737/3, Sarat Chatterjee Road, Shibpur, Ward No.33, Howrah, 711102 registered in the name of Smt. Uma Kankani, Butted and Bounded as under: **On the North**: Land of previous Vendors; **On the South**: Municipal Drain thereafter Sarat Chatterjee Road; **On the East**: Common Passage; **On the West**: Property of Bancharam Banerjee; **Encumbrances: Not Known.**	a) Constructive b) Rs. 19,00,000/- (Rupees Nineteen Lakh Only) c) Rs. 1,90,000/- (Rupees One Lakh Ninety Thousand Only) Bid Increment : Rs. 10,000/-
			4. Land with single storied building situated at premises no.112/4, [land admeasuring about 1 Cottach 8 chittacks & 4 sq.ft i.e.1084 sq. ft and Single storied RCC structured residential building of 630 sq ft covered in each floor i.e. 1280 sq. ft], Sita Nath Bose Lane, Salkia, Golabari, Howrah - 711106 registered in the name of Shri Bishnupada Guha, Butted and Bounded as under: **On the North**: Vendors Land & House;	a) Constructive b) Rs. 27,00,000/- (Rupees Twenty Seven Lakh Only) c) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand Only) Bid Increment : Rs. 10,000/-

	MR BISHNUPADA GUHA (Guarantor) Address:- 112/4, Sitanath Bose Lane, Howrah – 711106. Branch: SP Mukherjee Road (Br. Manager: SEJUTI DASGUPTA Mob. 9975143217)		**On the South**: Common Drain & Property of Mrs. Usharani Dasi; **On the East**: Property of Deben Dutta; **On the West**: Common Passage; **Encumbrances: Not Known.**	
4	M/S RATHI BROTHERS (Borrower) **Address:** 2C Laxmi Narayan Mukherjee Road, Kolkata 700006 MR ANIL KUMAR RATHI (Partner and Borrower) **Address:-** 2C Laxmi Narayan Mukherjee Road Kolkata 700006 MRS VIMLA DEVI RATHI	Rs.9,56,34,609.24/- (Rupees Nine Crore Fifty Six Lakh Thirty Four Thousand Six Hundred Nine and Twenty Four paisa Only) unapplied Interest future interest at an applicable rate w.e.f. 12.11.2025 and other charges thereon	1. Equitable mortgage of All that piece and parcel of land measuring about 150 sq mtr more or less lying and situated at Premises No. 03-0569 (Erstwhile Plot No. 3372 in Block No. AA II B) in street no. 0569, situated in New Town, Kolkata, PS-New Town, Dist-North 24 Parganas in the name of Late Champalal Rathi and Bimala Devi Rathi, Butted and Bounded as under:- **On the North:** Abuted by the Street No.0569 (12 mtr Road); **On the South:** Premises No.04-567; **On the East:** Premises No.05-0569; **On the West:** Premises No.01-0569;	a) Constructive b) Rs. 90,80,000/- (Rupees Ninety Lakh Eighty Thousand Only) c) Rs. 9,08,000/- (Rupees Nine Lakh Eight Thousand Only) Bid Increment : Rs. 20,000/-

	(Partner and Borrower) **Address:-** 2C Laxmi Narayan Mukherjee Road Kolkata 700006 MR ANIL KUMAR RATHI (Guarantor) **Address:-** 2C Laxmi Narayan Mukherjee Road Kolkata 700006 MRS VIMLA DEVI RATHI (Guarantor) **Address:-** 2C Laxmi Narayan Mukherjee Road Kolkata 700006 MR HARIPADA GUHA (Guarantor) **Address:-** 112/4 Sitanath Bose Lane Howrah 711106 MR CHAMPALAL RATHI (Since deceased) (Mortgagor) **Address:-**2C Laxmi Narayan Mukherjee Road Kolkata 700006		**Encumbrances: Not Known.** 2. Equitable mortgage of All that piece and parcel of land measuring about 7 decimals more or less lying and situated at Mouza- Makhal Hat, JL No 88, Touzi No. 331 and 332, Dag No. 316, Khaitan No. 5, PS- Diamond Harbour, ward no. 15, within the limit of Diamond Harbour Municipal Corporation in the name of Late Champalal Rathi, Butted and Bounded as under:- **On the North:** Common Passage Land of Smt Binarani Halder; **On the South**: Land of Swarwani Jana; **On the East**: Land of Sri Tapas Kapat; **On the West**: Land of Swarwani Jana; **Encumbrances: Not Known.**	a) Constructive b) Rs. 17,30,000/- (Rupees Seventeen Lakh Thirty Thousand Only) c) Rs. 1,73,000/- (Rupees One Lakh Seventy-Three Thousand Only) Bid Increment: Rs. 20,000/-

	Branch: SP Mukherjee Road (Br. Manager: SEJUTI DASGUPTA Mob. 9975143217)			

Bank has Constructive Possession with No known encumbrance. However, dues/charges/ encumbrances, if any, due on the respective property, shall be borne by the bidder.

1. **Nature and Object of Online Sale:**

   a. The online e-auction sale is with the object of Free and Fair Sale, Transparency and for achieving best-possible recovery of public money.

   b. The sale is governed by the Provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 and the following specific terms and conditions.

2. The auction sale will be On-line E-Auction / Bidding through website (https://baanknet.com) on **29.06.2026** for mentioned properties between **11 A.M. to 5 P.M., with unlimited extension of 5 minutes time in case of receipt of bid in last 5 minutes**. Bidders shall improve their offers in multiple of amount as mentioned in Sale Notice during online bidding of the property.

3. Platform (https://baanknet.com) for e-auction will be provided by e auction service provider M/s PSB Alliance having its Registered office as at Unit 1, Third Floor, VIOS Tower, Sewri-Chembur Road, Near Wadala Truck Terminal, Sion, Mumbai, Maharashtra-400 037 (Email ID: psba@psballiance.com; & support.ebkray@psballiance.com, Contact Phone & Toll Free Numbers Phone: +91 8291220220). The intending Bidders/Purchasers are required to participate in the e-auction process at e-auction service provider's website (https://baanknet.com). This Service Provide will also provide online demonstration/training on e-Auction on the portal.

4. The intending participants of e-auction may download free of cost, copies of Sale Notice, Terms and Conditions of e-auction, Help Manual on operational part of e-Auction from e-Bikray portal (https://baanknet.com).

5. The intending Bidders / Purchasers are requested to register on portal (https://ebkray.in) using their mobile number and email id. Further, they will upload the requisite KYC documents. Once the KYC documents are verified by e-auction service provider (may take 2-3 working days), the intending Bidders/Purchasers has to transfer the EMD amount using online mode in his Global Wallet. Only after having sufficient EMD in his Wallet, the interested bidder will be able to bid on the date of e-auction.

6. Earnest Money Deposit (EMD) amount as mentioned above shall be paid online through only one mode i.e. NEFT (After generation of Challan from https://ebkray.in) in bidders Global EMD Wallet. NEFT transfer can be done from any Scheduled Bank. Payment of EMD by any other mode such as Cheque will not be accepted. Bidders not depositing the required EMD online,

will not be accepted. Bidders, not depositing the required EMD online, will not be allowed to participate in the e-auction. The Earnest Money Deposited shall not bear any interest.

7. Bidders may give offers either for one or for all the properties, as the case may be. In case of offers for more than one property, bidders will have to deposit the EMD for each property. Bidder's Global Wallet should have sufficient balance (>=EMD amount) at the time of bidding.

8. It is the responsibility of intending Bidder(s) to properly read the Sale Notice, Terms and Conditions of e-auction, Help Manual on operational part of e-auction and follow them strictly.

9. In case of any difficulty or need of assistance before or during the e-auction process may contact authorized representative of our e-auction service provider (https://ebkray.in). Details of which are available on the e-auction portal.

10. After finalization of e-auction by the Authorised Officer, only successful bidder will be informed by our above referred service provider through SMS/email. (On mobile no/email address given by them/registered with the service provider).

11. The secured asset will not be sold below reserve price.

12. The successful bidder shall have to deposit 25% (Twenty Five percent) of the bid amount, less EMD amount deposited **on the same day or not later than the next working day** and the remaining amount shall be paid within 15 days from the date of auction in the account of **the Authorised Officer, Bank of Maharashtra, through RTGS/NEFT in Account Name: BOM e-Auction, Account No.60136836726, Branch Name: N.S. Road, Kolkata, IFSC Code: MAHB0000455**. In case of failure to deposit the amounts as per above within the stipulated time, the amount deposited by successful bidder will be forfeited to the Bank and Authorised Officer shall have the liberty to conduct fresh auction/sale of the property & the defaulting bidder shall not have claim over the forfeited amount and property.

13. Caution to bidders:

a. Property is sold on "AS IS WHERE IS", "AS IS WHAT IS" AND "WHATEVER THERE IS" basis after taking Physical/ Symbolic possession of the properties.

b. To the best of knowledge and information of the Authorised Officers, there are no encumbrances on the properties. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of property put on auction, physical area of property, and claims / rights / dues / affecting the property, prior to submitting their bid. Further the bidder/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 Authorised Officer / Secured Creditor shall not be responsible in any way for any claims / rights / dues.

c. The Bank does not undertake any responsibility to procure any permission/license, NOC, 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.

d. Bidders are advised / cautioned to verify the concerned Revenue Records/ other Statutory authorities such as Sales Tax/Excise/Income Tax etc. and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.
e. 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.
f. Statutory dues/liabilities etc., due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s).
g. The notice for sale is also being published in vernacular. The English version shall be final if any question of interpretation arises.

14.Inspection of Property/Immovable Assets:

a. Property/Assets can be inspected on the date(s) given in the public sale notice, and on any other at the discretion of Authorised Officer. For prior appointment please contact Branch Manager of respective branch mentioned in the sale notice.
b. Bidders shall inspect the property/Assets and satisfy themselves regarding the physical nature, condition, extent, etc of the property/Assets.
c. Bidders are bound by the principle of caveat emptor (Buyer Beware).

15.Inspection of Title Deeds:

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

16. Submission of bid forms:

a. Bids shall be submitted online only, within time and on or before the last date and time given in the sale notice.
b. 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.
c. 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.
d. Bids form shall be duly filled in with all the relevant details. The bidders should upload scanned copies of PAN card and proof of residential address, while submitting e-tender/bid form. The bidders other than individuals should also upload proper mandate for e bidding.
e. Bidders staying abroad/NRIs/PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.
f. 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.
g. Only copy of PAN Card, Passport, Voter's ID, Valid Driving License or Photo Identity Card issued by Govt. and PSU will be accepted as the identity document and should be submitted along with the bid form.
h. Original Identity Document copy of which is submitted along with the bid form must be produced on demand.

17. Bid Multiplier:

The bidders shall increase their bids in multiples of the amount specified in the public sale notice/Terms and condition of Sale.

18. Duration of Auction sale:

a. Online auction sale will start automatically on and at the time given in the public sale notice.

b. 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.
c. 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 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 auction sale will automatically get closed at the expiry of the extended five minute. There will thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.
d. Bidders are advised to enter their bid accordingly keeping in mind the five minutes duration.
e. No complaint on time-factor or paucity of time for bidding will be entertained.

19. Online Bidding:

a. Auction/ bidding will be only online bidding through the portal provided by the service provider.
b. In case of sole bidder, the sale may be accepted or deferred and property be brought for resale or otherwise sale will be deferred or cancelled.
c. Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
d. No request/complaint of wrong bidding will be entertained for canceling the sale and in such case, the EMD amount will be forfeited.

20. Declaration of successful bidder:

a. Highest bidder will be declared the successful bidder and sale will be confirmed in his favour in consultation of Secured Creditor. Intimation to this effect will be given through e-mail by service provider/Bank.
b. 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.
c. All intimations to bidder/auction purchaser will be primarily through e-mail by the service provider/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.

21. Deposit of purchase price:

a. The bidder declared successful, shall pay, immediately on the same day after such declaration, a deposit of 25% (less EMD already paid) on the amount of his purchase money.
b. 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 before 5.00 p.m. of the next working day.
c. The balance amount of purchase money shall be paid on or before the fifteenth day from the date of the sale or within such period as may be extended, for the reason to be recorded, by the Authorised Officer.
d. It shall be the responsibility of the successful bidder to remit the TDS @ 1% as applicable u/s 194 1-A if the aggregate of the sums credited or paid for such consideration is Rs. 50 lakhs or more. TDS should be filed online by filling form 26QB & TDS certificate to be issued in form 16 B. The purchaser has to produce the proof of having deposited the income tax into the government account.

22. Default of Payment:

a. Default of payment of 25% of bid amount (less EMD) on the same day or the next working day as stated in para 21 above and 75% of balance bid amount within the stipulated time shall render automatic cancellation of sale without any notice and Bank will be entitled to resale the property.

b. The EMD and any other monies paid by the successful bidder shall be forfeited by the Authorised Officer of the Bank.

23. Sale Certificate / Payment of Stamp Duty:

a. 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 certificate shall be issued only in the same name in which the tender /bid is submitted.

b. No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.

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

d. 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 stator dues, taxes, rates, assessments, charges fees etc. will be responsibility of the successful bidder only.

e. 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.

f. The deposit made by the successful-bidder, pending execution of Sale Certificate, will be kept in non-interest bearing deposit account.

g. No request for return of deposit either in part or full/cancellation of sale will be entertained.

24. Return of EMD:

a. EMD of unsuccessful bidder/s will be returned by the Service Provider to the bank account details provided by him/her/them at the time of submission of bid.

b. Unsuccessful bidders shall ensure return of their EMD and if not, immediately to contact the Authorised Officer of the Bank.

25. 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.

26. Delivery of Title Deeds:

The title deeds and other documents related to the property and deposited with the Bank for creation of Equitable Mortgage shall be delivered to the Successful bidder/Auction Purchaser, on execution of the Sale Certificate.

27. Delivery of possession:

All expenses and incidental charges there-to shall be borne by the auction purchaser.

28. Other Conditions:

a. 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.

b. 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.
c. The Authorised 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.
d. Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.
e. No counter-offer/conditional offer/conditions by the bidder and/or successful-bidder will be entertained.
f. 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.
g. 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.
h. This publication is also 30 days' (Thirty days) notice required under SARFAESI Act to the above borrower/guarantor.
i. Disputes, if any, shall be within the jurisdiction of Kolkata Courts only.
j. Words and expressions used herein above shall have the same meaning as assigned to them in SARFAESI Act, 2002, and the Rules framed thereunder.

-sd-
Chief Manager & Authorized Officer,
Bank of Maharashtra

Date: 20/05/2026.
Place: Kolkata.