

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 Jai Mata Di Food Processing Pvt Ltd. i)At -PLOT NO 38, WARD NO 22 (OLD), MAHAMADPUR, PAKAULI CHANGAR, ASHOKNAGAR, ROAD NO. 8, PS KANKARBAGH, DIST PATNA, PIN 800020. ii)At- Bela, Pinal P.0- Neura P.S-Bihta, City: Patna. Dist: Patna- 801113.
2	Name and address of Branch, the secured creditor	State Bank of India, SAMB 1, Nagaland House, 8 th Floor, 11 & 13, Shakespeare Sarani, Kolkata – 700071.
3	Description of the immovable secured assets to be sold.	All that piece and parcel of residential building vide Deed No: 17835 Date: 13/06/2012 (In the name of Late Smt Radha Mani Devi) (Vide Registered Mortgage Deed No- 2079 dt.06.12.2016). Property owned by: (i) Shri Sanjay Kumar,(ii) Shri Niraj Kumar' (iii) Shri Ajay Kumar. Area of Land: 13 Dhur (Say- 2.03125 decimals), at Dist : Patna, Mauza-Mahamadpur, Pakauli Changar, P.S: Kankarbagh, Thana No:24, Tauzi No.167, Khata No.33, Plot No.38, Ward N.22 (old), Mohalla: Ashok Nagar, Kankarbagh Road No. 8-B, Patna, Bihar. (G+2 Residential House constructed). Bounded by as per Deed: North: Shri Bhagya Narayan Gupta, South: Smt Jankila Devi, East: Smt Smariya Devi & Vijay Yadav, West: 10'Wide Road (Out of which 5ft left by the vendee) Property ID: SBIN200011818802.
4	Details of the encumbrances known to the secured creditor.	Not known to the Bank.
5	The secured debt for recovery of which the property is to be sold	Rs.11,15,38,482.88/- (Rupee Eleven Crore fifteen lacs thirty eight thousand four hundred eighty two and eighty eight paise only) as on 21.01.2024 plus Accrued Interest and Charges thereafter due to the secured Creditor.
6	Deposit of earnest money	Rs. 7,40,000/- (Rupees Seven lakhs, forty thousand only).
7	Reserve price of the immovable secured assets: Bank account in which EMD to be remitted. Last Date and Time within which EMD wallet to be remitted.	Rs. 74,00,000/- (Rupees Seventy Four Lakhs only.)
8	Time and manner of payment	The successful bidder shall deposit 25% of sale price, after adjusting the EMD already paid, immediately, i.e. on the same day or not later than next working day, as the case



- (6) 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.
- (7) 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.
- (8) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.
- (9) 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.
- (10) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.
- (11) The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondences regarding any change in the bid shall be entertained. (e)
- (12) Lien on the wallet of unsuccessful bidders to the extent of EMD amount will be automatically removed by the system. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).
- (13) 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 auction without assigning any reason thereof. The sale is subject to confirmation by the secured creditor.
- (14) 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 may it be subsequently sold.
- (15) The successful bidder shall bear all the necessary expenses like applicable stamp duties/additional stamp duty/transfer charges, Registration expenses, Tax, fees etc. for transfer of the property in his/her name.
- (16) The payment of all statutory /non- statutory dues, taxes, GST, rates, assessments, charges, fees etc., owing to anybody shall be the sole responsibility of successful bidder only.
- (17) The bidders are advised to in their own interest to satisfy themselves with the title and correctness of other details pertaining to the immoveable secured assets including the size/area of the immovable secured assets in question. They shall independently ascertain any other dues/liabilities/encumbrances in respect of the property from the concerned authorities to their satisfaction before submitting the bids. It would not be open for the Bidder(s) whose bid is accepted by Authorised Officer to withdraw his bid, either on the ground of discrepancy in size/area, defect in title, encumbrances or any other ground whatsoever.
- (18) 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 of 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.
- (19) 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. Provided if the sale price is above Rs.50,00,0000.00, it shall be responsibility of the auction purchaser has to deduct the 1% TDS in the name of the owner of the property and remit to income tax Dept. as per sec. 194IA of Income Tax Act on PAN number which may be provided by the Authorised Officer. The sale certificate will be issued only on receipt of the Form No. 26QB and challan for having remitted to the Bank subsequently. Failing which, it shall be a default under section Rule 9(5) of Security Interest (Enforcement) Rules. No request for change of name in the sale certificate other than the person who submitted the bid/participated in the auction will be entertained.
- (20) The Sale Certificate will not be issued pending operation of any stay/injunction/restraint order passed by the court/Tribunal against issue of sale certificate.



	Further, no interest will be paid on the amount deposited during this period. No request of for return of deposit either in part or full/ cancellation of sale will be entertained. (21) QR Code is provided only for the convenience to intending bidders. However, details of the property will be as per the description given in the notice published in Newspaper and uploaded in https://baanknet.com, portal only (22) Bidder shall be responsible to avoid any technical glitches or mistakes that may affect the e auction. Therefore, the Bank shall not be responsible for the same and there shall not any claim or whatso ever from the bidder thereon affecting the auction process. (23) Where land & building and plant & machinery both are put on the same auction under different Lot, Authorised Officer reserves right to confirm the sale immovable property only if plant and machinery is sold out.	
14	Details of pending litigation if any, in respect of property proposed to be sold	(i) OA/627/2024 is pending against the borrowers and guarantors in DRT, Patna.



[Handwritten Signature]

Authorised Officer
Anil Kumar Anal
AGM & CLO 5

State Bank of India, SAMB 1