

## Annexure - 2

Address of the Branch : 2<sup>nd</sup> Floor, 13, B.T. Road, Titagarh Kolkata – 700 119.  
Authorised Officer's Details :  
Name : Sri Hari Sadhan Dalal, Chief Manager,  
Phone Nos. of Branch : 9674719901, (033) 2501-3344/3311/3300  
e-mail ID :  
E-mail ID of Branch : sbi.10265@sbi.co.in  
Mobile No : 9674719901  
Landline No. (Office) : (033) 2501-3344/3311/3300

### NOTICE OF SALE THROUGH PRIVATE TREATY

#### **SALE OF MOVABLE & IMMOVABLE ASSETS CHARGED TO THE BANK UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002 (SARFAESI ACT).**

The undersigned as Authorized Officer of State Bank of India has taken over possession of the schedule property(ies) us/ 13(4) of the SARFAESI Act.

Public at large is informed that the secured property(ies) as mentioned in the Schedule are available for sale through Private Treaty, as per the terms agreeable to the Bank for realisation of Bank's dues on "AS IS WHERE IS BASIS" and "AS IS WHAT IS BASIS".

Standard terms & conditions for sale of property through Private Treaty are as under:

1. Sale through Private Treaty will be on "**AS IS WHERE IS BASIS**" and "**AS IS WHAT IS BASIS**".
2. The purchaser will be required to deposit 25% of the sale consideration on the next working day of receipt of Bank's acceptance of offer for purchase of property and the remaining amount within 15 days thereafter.
3. The purchaser has to deposit 10% of the offered amount along with application which will be adjusted against 25% of the deposit to be made as per clause (2) above.
4. Failure to remit the amount as required under clause (2) above, will cause forfeiture of amount already paid including 10% of the amount paid along with application.
5. In case of non-acceptance of offer of purchase by the Bank, the amount of 10% paid along with the application will be refunded without any interest.

Contd.....2.

6. 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.

7. The purchaser should conduct due diligence on all aspects related to the property (under sale through private treaty) to his satisfaction. The purchaser shall not be entitled to make any claim against the Authorized Officer / Secured Creditor in this regard at a later date.

8. The Bank reserves the right to reject any offer of purchase without assigning any reason.

9. In case of more than one offer, the Bank will accept the highest offer.

10. The interested parties may contact the Authorized Officer for further details / clarifications and for submitting their application.

11. The purchaser has to bear all stamp duty, registration fee, and other expenses, taxes, duties in respect of purchase of the property.

12. Sale shall be in accordance with the provisions of SARFAESI Act / Rules.

#### SCHEDULE

Description of the Property(ies)	Reserve Price (Rs.) (below which the properties will not be sold)
<b>Deed No.I-324 of 2008 (Mother Deed No. I-920 of 2007) and Deed No. I-325 of 2008 in the name of S.N. AGRO FOOD PVT. LTD.</b> In factory land there is partly 3 & 4 storied and partly 1 storied building. Touzi No. 9, Mouza- 32 No. Gobindapur, LR Khatian No.1292, Khatian No. 2722, 2723, Dag No. 2033 and. 2032 situated at village Babla, PO-Gobindapur, PS-Santipur, Dist. Nadia. Total land area under Deed No. 324 is 40 decimal & under Deed No.325 is 43 decimal and Plant & Machinery. Land & Building :: Rs..190.58 lac Plant & Machineries :: Rs. 38.76 lac	Rs .229.34 lacs
<b>TOTAL</b>	<b>Rs. 229.34 lac</b>
	Rs.229.34 lacs

Date : 16/03/2018

For STATE BANK OF INDIA

Place : Titagarh, Kolkata

AUTHORISED OFFICER

**STATE BANK OF INDIA**

Branch : SARB, TITAGARH

**Sale Notice (By Private Treaty)**

[Rule 8 (5) and (6) read with Rule 9(1) of Security Interest (Enforcement) Rules 2002]#  
[Rule 6 of Security Interest (Enforcement) Rules 2002]\*  
[# Immovable Secured Assets/ \* Movable Secured Assets]

To: Date:

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Dear Sir,

**Sub: Notice for Sale under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 & Security Interest (Enforcement) Rules, 2002.**

On your failure to repay the dues demanded vide notice issued under Sec.13(2), the Authorised Officer had attempted to sell the Immovable / Movable secured assets described in the Schedule herein through e-auction on.....and ..... (mention date(s)) by following the process laid down under the captioned Act and Rules made thereunder.

The e-Auction(s) conducted as detailed above in respect of the schedule property(ies) was / were not successful for want of bidders / bids above reserve price. Thereafter, a person has shown interest in purchasing the Schedule Property(ies) for a price above the Reserve Price of Rs..... of the last failed e-Auction and on terms agreeable to the Bank and the proposed purchaser. As the Schedule Property(ies) could not be sold through e-auction(s) held earlier, the Bank has decided to sell the property to the proposed purchaser by executing necessary documents on..... and ..... (date of sale) by way of private treaty.

If you fail to pay the dues outstanding in your loan account within 15 days from the date of this notice, the schedule property(ies) shall be sold to the proposed purchaser as per the terms agreed between the Bank and the proposed purchaser without any further notice to you. If the sale proceeds of the schedule property(ies) is / are insufficient to realise the

outstanding dues under the loan account, the legal action initiated / to be initiated against you and others shall continue / follow until full recovery of the outstanding dues.

**SCHEDULE OF PROPERTY**  
**(Description of Movable / Immovable Secured Assets)**

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**Authorised Officer**

**STATE BANK OF INDIA**  
Branch: SARB, Titagarh

**Letter to be sent to Proposed Purchaser(s)**

Date: .....

Mr.....,  
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Sir,

**OFFER OF SALE OF PROPERTY THROUGH PRIVATE TREATY**

We refer to your application for purchase of the Schedule property (ies) mortgaged/ charged to the Bank through Private Treaty under the provisions of SARFAESI Act, 2002 read with Security Interest (Enforcement) Rules, 2002.

The Schedule Property (ies) shall be sold upon your acceptance to the following terms and conditions:

1. Sale through Private Treaty will be on **“AS IS WHERE IS BASIS”** and **“AS IS WHAT IS BASIS”**.
2. The purchaser will be required to deposit 25% of the sale consideration on the next working day of receipt of Bank's acceptance of offer for purchase of property and the remaining 75% amount within 15 days thereafter.
3. The purchaser has to deposit 10% of the offered amount along with application which will be adjusted against 25% of the deposit to be made as per clause (2) above.
4. Failure to remit the balance amount of 75% as required under clause (2) above, will cause forfeiture of 25% amount of sale consideration including 10% of the amount paid along with application.
5. In case of non-acceptance of offer of purchase by the Bank, the amount of 10% paid along with the application will be refunded without any interest.
6. 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.
7. The purchaser should conduct due diligence on all aspects related to the property (under sale through private treaty) to his satisfaction. The purchaser shall not be entitled to make any claim against the Authorized Officer / Secured Creditor in this regard at a later date.

8. The purchaser has to bear all stamp duty, registration fee, and other expenses, taxes, duties in respect of purchase of the property.

9. Sale shall be in accordance with the provisions of SARFAESI Act/ Rules.

10. The sale of the secured assets mentioned in the Schedule herein above are subject to your acceptance of the terms mentioned herein.

Please acknowledge your acceptance for purchase of the property through Private Treaty as per the conditions mentioned hereinabove and in the duplicate of the letter enclosed.

#### SCHEDULE

Description of the Property(ies)	Reserve Price (Rs.) (below which the properties will not be sold)
<b><u>Land and Building</u></b> (Description of properties/ measurable area/extent and boundaries of such properties/nearest Landmark / with Postal Pin code etc.)	Rs . .....
<b><u>Plant and Machinery and other Movable Assets</u></b> (Assets descriptions viz. make, date of purchase etc. and description, its place of location along with nearest landmark/Postal Pin code etc.)	Rs. ....
<b>TOTAL</b> <b>Note: The sale price should be above the Reserve price.</b>	Rs. ....

Date:

For STATE BANK OF INDIA

Place:

**AUTHORISED OFFICER**

STATE BANK OF INDIA  
SARB, TITAGARH

**Format for acceptance of offer for purchase of property through private treaty by proposed purchaser**

The Authorised Officer  
State Bank of India  
SARB, Titagarh,  
13,B.T. Road, Titagarh,  
Kolkata – 700 119,.

Sir,

**ACCEPTANCE OF OFFER FOR PURCHASE OF PROPERTY THROUGH PRIVATE TREATY UNDER RULE 8 (8) OF SECURITY INTEREST (ENFORCEMENT) RULES**

We refer to your letter Ref..... dated ..... about the sale of Schedule Property through private treaty as per the terms and conditions mentioned therein. In this regard, I/We hereby convey our consent for acceptance of the offer for purchase of the Schedule Property for an amount of Rs..... (Rupees.....) as per the terms and conditions mentioned in the said letter.

2. As an acknowledgement of agreeing to the terms and conditions of the sale, I/we have submitted the duly signed copy of the duplicate of the said letter. I/We understand that the Schedule Property is being sold by the Bank in 'AS IS WHERE IS' AND 'AS IS WHAT IS' basis, and therefore it is the purchaser's duty to verify and make own inquiries regarding encumbrance and title of the property. I/We further undertake that this acceptance of offer is made after my/our own assessment about the nature of the property after inspection and due diligence to my / our satisfaction. I also undertake to bear the charges towards the applicable stamp duty/ additional stamp duty/ transfer charges, registration fee and other charges and levies, etc. and also all the statutory/ non-statutory dues, taxes, rates, assessment charges, fees etc.



## SCHEDULE

Description of the Property(ies)	Reserve Price (Rs.) (below which the properties will not be sold)
<b>Land and Building</b> (Description of properties / measurable area / extent and boundaries of such properties/nearest Landmark / with Postal Pin code etc.) <b>Plant and Machinery and other Movable Assets</b> (Assets descriptions viz. make, date of purchase etc. and description, its place of location along with nearest landmark / Postal Pin code etc.)	<b>Rs .</b> .....  <b>Rs.</b> .....
<b>TOTAL</b>	Rs. ....

Date:

For STATE BANK OF INDIA

Place:

**AUTHORISED OFFICER**

### SALE CONFIRMATION ADVICE

Sami Khan,  
98/H/5, Linton Street,  
Kolkata – 700 014.

SARB/TGH/GEN/HBR/

Date : 31/01/2018

Dear Sir,

### SALE CONFIRMATION ADVICE

We refer to your application dated 10/01/2018 for purchase of Schedule Property through Private Treaty under the provisions of Hypothecation Agreement.

In this regard, Bank is pleased to accept your offer as under:

- a) Amount paid as Application Money : Rs. 1,10,000/-
- b) Balance Amount Rs.9,71,000/- to be paid on or before (Date): 10/02/2018
- c) Amount to be paid on or before (Date): Rs. 10/02/2018

Other terms and Conditions of sale are as under:

1) Sale through Private Treaty will be with on “**AS IS WHERE IS**” and “**AS IS WHAT IS CONDITION BASIS**”.

2) To the best of knowledge and information of the Authorised Officer, there is no encumbrance on the property. However, the intending purchaser should make his own independent inquiries regarding the encumbrances, title of property put on auction and claims/ rights/ dues/ affecting the property.

3) The property is being sold with all the existing and future encumbrances whether known or unknown to the Bank. The Authorised Officer/ Secured Creditor (Bank) shall not be responsible in any way for any third-party claims/ rights/ dues.

- 4) You are required to deposit Rs.9,71,000/- i.e. the balance amount of Sale Price before 10/02/2018.
- 5) The purchaser should conduct due diligence on all aspects related to the property (under sale through private treaty) to his satisfaction. The purchaser shall not be entitled to make any claim against the Authorized Officer / Secured Creditor in this regard at a later date.
- 6) The information in respect of the said secured assets, including the description and dues specified hereinabove, if any, have been stated to the best of the knowledge of the Authorized Officer, who, however, shall not be responsible for any error, misstatement or omission in the said particulars. The purchaser, therefore, requested to verify the same on their own before conclusion of Sale.
- 7) The purchaser shall bear the applicable stamp duty/ additional stamp duty/ transfer charges, fee etc. and also all the statutory/ non-statutory dues, taxes, rates, assessment charges, fees etc. owing to anybody.
- 8) The Sale Certificate will be issued in the name of the purchaser /applicant by the Authorised Officer of Bank.
- 9) The sale shall be subject to rules / conditions prescribed in the Hypothecation Agreement.

For STATE BANK OF INDIA

**AUTHORISED OFFICER**

**CERTIFICATE OF SALE**  
(For movable property)

Whereas the undersigned being the Authorised Officer of the State Bank of India under the Rules of Hypothecation Agreement has in consideration of the payment of Rs.10,81,000/- (Rupees ten lac eighty one thousand only) sold on behalf of the State Bank of India in favour of Sami Khan (Purchaser), the following movable property secured in favour of State Bank of India by Smt. Aparna Das (the names of the borrower) towards the financial facility of Term Loan for Rs.22,33,000/- offered by State Bank of India. The undersigned acknowledges the receipt of the sale price in full and handed over the delivery and possession of the items listed below:

Description of the movable property

Registration No. WB-23D 0010  
Model No. TATA LPT 3118/52 TC  
Class of Vehicle – Heavy Goods Vehicle  
Type of Body – TATA Truck  
Year of Manufacturing – 2013  
Chasis No. MAT466388D3K19889  
Engine No. 31K63348200

(Authorised Officer)  
State Bank of India  
Stressed Assets Recovery Branch, Titagarh,  
Kolkata.

Date:

The Assistant General Manager,  
State Bank of India,  
Stressed Assets Recovery Branch, Titagarh,  
Kolkata – 700 119.

Dear Sir,

**PURCHASE OF PROPERTY THROUGH PRIVATE TREATY**

I have taken delivery of the under mentioned Heavy Goods Vehicle as is where is basis.

**Details of vehicle**

Registration No. WB-23D 0010  
Model No. TATA LPT 3118/52 TC  
Class of Vehicle – Heavy Goods Vehicle  
Type of Body – TATA Truck  
Year of Manufacturing – 2013  
Chasis No. MAT466388D3K19889  
Engine No. 31K63348200

I have no objection and no claim against the Bank.

Yours faithfully,

(SAMI KHAN)