e-Auction Sale Notice Under SARFAESI Act 2002

Sale of Immovable Assets Under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("ACT")

Notice is hereby given to the public in general and to the Borrowers/Co-borrowers/Mortgagor(s) in respect of below mentioned secured asset which is mortgaged with Bajaj Finance Limited ("**BFL'**), and possession of which had been taken by undersigned Authorised Officer of BFL under the provisions of the ACT will be sold by Auction for recovery of the amount mentioned hereunder and further applicable interest, charges and costs etc...
The secured asset described below is being sold on "***AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS***" under Rule No. 8 & 9 of the Security Interest (Enforcement) Rules ("**the rules**") for recovery of the dues detailed as under:

Name & Address of Borrower & Co-Borrower's	**MANOJ KUMAR DAGA (BORROWER)** **AT: -** 76/4 BANGUR AVENUE BLOCK-B (PREMISES NO-1 TO, 90), PART-2 SOUTH DUMDUM, LAKETOWN, NORTH 24, KOLKATA, WEST BENGAL-700055 **SACHIYA CREATION (CO BORROWER)** **(Through its Proprietor/Authorised Signatory/Managing Director)** **AT: -** KALSARA, KADAMBAGACHI, BARASAT NORTH 24 PARGANAS, KOLKATA-700125 **RONAK DAGA (CO BORROWER)** **AT: -** 76/4 BANGUR AVENUE BLOCK-B (PREMISES NO-1 TO, 90), PART-2 SOUTH DUMDUM, LAKETOWN, NORTH 24, KOLKATA, WEST BENGAL-700055
Loan Account Number	4100HL33888636 & 4100HL33888743
Statutory Demand Notice u/s. 13(2) Date & Amount	Notice dated 28 -May-24 Demand amount ₹. 30,03,885/-
Outstanding Amount as on 17.11.26	Rs. 39,66,882.48/- (Rupees Thirty-Nine Lakh Sixty-Six Thousand Eight Hundred Eighty-Two and Forty-Eight Paise Only))
Description of Immovable Property	ALL THAT PIECE AND PARCEL OF THE NON-AGRICULTURAL PROPERTY DESCRIBED AS ALL THAT PIECE AND PARCEL OF LAND ADMEASURING 2 COTTAHS, 15 CHITTACKS AND 10 SQ. FT. IN J.L. NO. 32/20(FORMERLY 17) APPERTAINING TO DAG NO. 1306 UNDER KHATIAN NO. 883, TOUZI NO.S 228 AND 229 IN MOUZA- SHYAMNAGAR FLAT BEING FLAT NO. 4 ON THE 2ND FLOOR NORTH FACING MOSAIC FLOORING MEASURING A SUPER BUILT UP AREA 740 SQ, FTUNDER P.S. LAKE TOWN (FORMERLY DUM DUM) IN THE DISTRICT NORTH 24 PARGANAS OF PRESENTLY KNOWN AND NUMBERED AS MUNICIPAL HOLDING NO. 1373, BANGUR AVENUE ALSO KNOWN AS PREMISES NO. 76/4 BANGUR AVENUE, BLOCK- B UNDER MUNICIPAL WARD NO. 29 WITHIN THE JURISDICTION OF SOUTH DUM DUM MUNICIPALITY UNDER ADDITIONAL DISTRICT SUB- REGISTRATION OFFICE AT BIDHANNAGAR SALT LAKE CITY (FORMERLY UNDER SUB-REGISTRY AT COSSIPORE, DUM DUM EAST : BY PREMISES NO. 76/5, BANGUR AVENUE, BLOCK-B, WEST : BY PREMISES NO. 76/3, BANGUR AVENUE, BLOCK-B, NORTH : BY PROPERTY OF OTHERS, SOUTH : BY 12' FT WIDE MUNICIPAL ROAD
Reserve Price in INR	₹ 28,10,000/-
EMD	₹ 2,81,000/-
E-auction date and time	08/12/26 3:00 pm to 5:00 pm
E- auction Portal	https://bankauctions.in
Last date and time for submission of EMD	07/12/26 till 12:00pm
Bid Increment Amount in Rs.	₹ 25,000/-
Encumbrance Known to Secured Creditor	Not Known
Date of Inspection of Property	From 19/11/26 to 07/12/26 on working day between 9.30 AM to 5 PM with Prior appointment

Terms & Conditions for e-Auction

1. Nature and Object of Online Sale:
   a. The online e-Auction sale is with the object of hassle Free and Fair Sale by maintaining transparency and to achieve best-possible recovery of public money.

b. The sale Is governed by the Provisions of the ACT and the rules and the following specific terms and conditions.

2. The e-Auction will be conducted through website portal https://bankauctions.in for above mentioned secured asset with unlimited extensions of five minutes duration till 5.00 P.M. Bidders shall improve their offers in multiple of increment value during online bidding for secured asset(s).

3. Platform https://bankauctions.in for e-Auction will be provided by e-Auction Service Provider **M/S 4 Closure** having its Registered office as 605 A, 6th Floor Maitrivanam, Ameerpet, Hyderabad – 500038, Telangana contact Number/s and Email ID: 040-23736405 or Asst. Manager :Kiranmai :8142000062/63, Office mail Id: info@bankauctions.in. The intending Bidders/Purchasers are required to participate in the e-Auction process at e-Auction Service Provider's website https://bankauctions.in. This Service Provider 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 Service Provider's portal.

5. The intending Bidders / Purchasers are requested to register themselves on portal https://bankauctions.in using their mobile number and email id. Further, they have to upload the requisite KYC documents. Once the KYC documents are verified by e-Auction Service Provider (which may take 2-3 working days), the intending Bidders/Purchasers have to transfer the Earnest Money Deposit (EMD) amount using online mode into BFL's bank account which has been provided hereunder.

6. EMD, as specified above, shall be paid either through online modes including NEFT / RTGS / IMPS / UPI, or through offline modes by way of Demand Draft or Cheque drawn in favour of Bajaj Finance Limited. However, such Demand Draft or Cheque submitted towards EMD must be dated on or before the date of the auction. Only those bidders who have successfully deposited the EMD within the stipulated time shall be eligible to participate in the e-Auction. The EMD amount shall not carry any interest, under any circumstances. Bajaj Finance Limited shall not be responsible for any delay, failure, or non-credit of the EMD amount for any reason whatsoever, and such bidder shall be deemed ineligible to participate in the e-Auction.

Bank Name:	HDFC BANK LTD
Bank Branch Name:	LAW Collage PUNE MAHARASHTRA
Account No.:	57500000037302
IFSC Code:	HDFC0000007
Account Holder Name:	Bajaj Finance Limited

7. Bidders may give offers either for one or for all the secured assets where auction is being conducted for more than one secured asset. Bidders will have to deposit the EMD for each secured asset in case offer is being submitting for more than one secured asset.

8. It is the responsibility of intending Bidders to properly read the auction 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 Bidders may contact authorized representative of our e-Auction Service Provider **Mr. T. Jaya Prakash Reddy – Manager -Operations, Mob. 8142000064, Mail Id: prakash@Bankauctions.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 the e-Auction Service Provider through SMS/email. (On mobile no/email address provided by the Bidder/s).

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 balance amount shall be paid within 15 days from the date of auction in the abovementioned Bank Account of BFL. In case of failure to deposit the balance amounts within the stipulated period, the amount deposited by successful bidder shall be forfeited and secured asset shall be re-sold and the defaulting bidder shall not have any claim over the forfeited amount and secured asset.

13. **Caution to bidders**:

a. Secured Asset is being sold on "AS IS WHERE IS", "AS IS WHAT IS" AND "WHATEVER THERE IS" basis.
b. The secured asset is being auctioned with all the existing and future encumbrances whether known or unknown to BFL. However, the intending bidders should make their own independent inquiries in their own interest and satisfy themselves regarding the encumbrances, title of secured asset, condition and description/physical area of secured asset, other claims / rights / dues / affecting the secured asset, statutory dues, arrears of tax, etc prior to submitting 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 BFL. BFL shall not be responsible in any way for any claims / rights/ dues.
c. BFL does not undertake any responsibility to procure any permission/license, NOC, etc. in respect of the secured asset 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 secured asset. Successful Bidder has to comply with the provisions of Income Tax regarding purchase of secured asset & to pay the tax to the authorities as per applicable rates.
d. Pending Statutory dues/liabilities etc., due to the Government/Local Body, if any, shall be borne by the successful bidder(s).
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. The e-auction notice for sale is also being published in vernacular. The English version shall be final if any question of interpretation arises.

14. **Restriction on Participation by BFL- associated/related persons**

a) **Ineligibility Criteria:** In accordance with BFL's Board-approved Recovery Policy, the following persons shall **not be eligible to participate** (directly or indirectly) in the auction of the secured asset:
   - Employees of BFL (including deputed employees);
   - Any person authorized to represent BFL, including agents, collection agencies, enforcement agencies, Advocates, or consultants engaged by BFL;
   - Immediate relatives of such employees/authorized persons, including but not limited to spouse, parents, siblings, children, or any person financially dependent on or acting in concert with them.

b) **Indirect Participation Prohibited:** The persons meeting the ineligibility criteria mentioned at sub-clause (a) above, are also prohibited from participating through proxies, associates, partnership entities, companies, or any other indirect mode.

c) **Disclosure Requirement:** All prospective bidders shall proactively disclose any existing or past relationship with BFL or its employees/authorized representatives.

d) **Right to Verify and Reject:** BFL reserves the right to:
   - Verify the credentials and eligibility of any bidder;
   - Seek additional documentation or clarification;
   - Reject any bid at its sole discretion if any conflict of interest, non-disclosure, or violation of this clause is identified.

e) **Consequences of Misrepresentation:** In case it is found, at any stage (including post-sale), that:
   - The bidder is in violation of the restrictions stated at clause (a), (b) & (c) mentioned above, or
   - There has been misrepresentation or suppression of material facts

   then:

- The bid shall be liable for cancellation;
- Any amounts paid (including EMD) may be forfeited;
- The sale shall be treated as voidable at the option of BFL, without prejudice to any legal or penal action.
- BFL shall be entitled to cancel the sale certificate/document at any time, including the registered sale document that may have been obtained by misrepresentation or by submission of inaccurate facts.

15. Binding Nature

Participation in the auction shall be deemed as **acceptance of the above mentioned condition stipulating *"Restriction on Participation by BFL- associated/related persons"*** and all bidders shall be bound by the same.

16. Inspection of Secured Asset:

a. Secured Assets can be inspected on the date(s) given in the public sale notice, and on any other date at the discretion of Authorised Officer. For prior appointment please contact **Mr. Soumalya B,** Legal Manager, Bajaj Finance Limited **Email ID: soumalya.b@bajajfinserv.in Mob No. 8582823536**.

b. Bidder(s) shall inspect the secured Assets and satisfy themselves regarding the physical nature, condition, extent, etc of the secured Assets.

17. **Inspection of Title Deeds**:

Bidder(s) may inspect and verify the title deeds and other documents relating to the secured asset available with BFL between 19/11/26 to 07/12/26 during 9.30 am to 5 pm.

18. **Submission of bid forms**:

a. Bids shall be submitted online only, on or before the last date and time given in the auction sale notice.
b. Bidders may give offers either for one or for all the secured assets. In case offers is for more than one secured asset, bidders will have to deposit the EMD for each secured asset.
c. Intending bidders should hold a valid e-mail id. All the correspondences will be done through E-mail only. 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. Bid form shall be duly filled in with all the relevant details. The bidders should upload scanned copies of their PAN card and proof of residential address, while submitting e bid form. The bidders, other than individuals, should also upload proper mandate for e bidding.
e. Bidder(s) staying abroad/NRIs/PIOs holding dual citizenship must submit photo page of their valid Indian Passport.
f. Incomplete/unsigned bids without capturing EMD remittance details will be summarily rejected.
g. Only copy of PAN Card, Passport, Voter's ID, Valid Driving License or Photo Identity Card issued by Govt. 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.

19. **Bid Multiplier**:

The bidder(s) shall increase their bids in multiplies of the amount specified in the public sale notice/Terms and condition of Sale.

20. **Duration of Auction sale**:

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

21. **Online Bidding**:
    a. Auction will be conducted only through the online portal provided by the Service Provider.
    b. In case of sole bidder, the sale may be accepted or deferred, and secured asset be brought for resale or otherwise sale will be deferred or cancelled at the discretion of BFL.
    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 cancelling the sale and in such case, the **EMD amount will be forfeited**.

22. **Declaration of successful bidder**:
    a. Highest bidder will be declared as successful bidder and sale will be confirmed. Intimation to this effect will be given through e-mail by Service Provider/ BFL.
    b. Highest bid will be provisionally accepted on "subject to approval" basis and the highest bidder shall not have any right/title over the secured asset 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/ BFL. 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 Service Provider/BFL. Non-receipt of intimation should not be an excuse for default/non-payment.

23. **Deposit of purchase price**:
    a. The bidder declared successful, shall pay, immediately on the same day or not later than the next working 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 is being concluded beyond the OFFICIAL WORKING / TRANSACTION HOURS i.e. after 5.00 p.m., the deposit of 25% of purchase price (less EMD already paid) shall considered to be paid on 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.

24. **Default of Payment**:
    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, forfeiture of amount paid and BFL will be entitled to resale the secured asset.

25. **Sale Certificate/ Payment of Stamp Duty**:
    a. On confirmation of the sale by the BFL and compliance of the terms of payment, the Authorized Officer shall issue a certificate of sale of the secured asset 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 by the successful bidder/purchaser 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 per applicable laws. 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.

26. **Return of EMD:**
a. EMD of unsuccessful bidders will be returned by BFL into their respective bank accounts, details of which provided by the potential bidders 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.

27. **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.

28. **Delivery of Title Deeds**:
The title deeds and other documents related to the secured asset and deposited with BFL for creation of Equitable Mortgage shall be delivered to the Successful bidder/Auction Purchaser, on execution of the Sale Certificate.

29. **Delivery of possession**:
All expenses and incidental charges there-to shall be borne by the auction purchaser.

30. **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. BFL 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. Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.
d. Counter-offer/conditional offer/conditions by the bidder and/or successful- bidder will NOT be entertained.
e. The Borrowers/co-borrowers/mortgagors 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 by making the payment of abovementioned amount along with upto date interest and ancillary expenses incurred before the auction date.
f. This publication is also statutory 15 days sale notice which is required under the ACT.
g. Particulars specified in respect of the secured asset in the public notice have been stated to the best of the information of the Authorized Officer/BFL and BFL would not entertain any claim or representation in that regard from the bidders.
h. Words and expressions used herein above shall have the same meaning as assigned to them in the ACT and the Rules framed thereunder.

Date: 18/11/26
Place: KOLKATA

Authorised Officer
Bajaj Finance Limited,