

# NAGARIK SAMABAY BANK LIMITED

HEAD OFFICE, GUWAHATI-781007

Email: [headoffice@nagarikbank.co.in](mailto:headoffice@nagarikbank.co.in)

Website : [www.nagarikbank.info](http://www.nagarikbank.info)

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## **Public notice for Sale/Auction of immovable property**

**{under SARFAESI Act read with proviso to Rule 8 (6) of the Security Interest  
(Enforcement) Rules}**

Whereas the Authorized Officer of Nagarik Samabay Bank Ltd. (hereinafter referred to as 'the Bank'), under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short 'SARFAESI Act) and in exercise of powers conferred under Section 13(12) read with the Security Interest (Enforcement) Rules, 2002 issued Demand Notice under Sec. 13(2) of SARFAESI Act calling upon the below-mentioned Borrowers/Co-borrowers/mortgagors/Guarantors to repay the amount mentioned in the notice being the amount due together with further interest thereon at the contractual rate plus all costs charges and incidental expenses etc. till the date of payment within 60 days from the date of the said notice.

The Borrowers/Co-borrowers/mortgagors/Guarantors having failed to repay the above said amount within the specified period, the authorized officer has taken over physical possession in exercise of powers conferred under Section 13(4) of SARFAESI Act read with Security Interest (Enforcement) Rules, 2002, which is to be sold by way of auction on "As Is Where Is Basis", "As Is What Is Basis", "Whatever There Is Basis", and "No Recourse Basis" for realization of Bank's dues under Rules 8 and 9 of Security Interest (Enforcement) Rules, 2002 by inviting tenders/bids as per below Auction schedule:







## I. DESCRIPTION OF OPEN AUCTION

<b>DESCRIPTION OF PROPERTY</b>	<p>1. All that part and parcel of the property consisting of Land measuring 1 Katha 2 Lechas (2.94 Are) covered by Dag No-1625 Patta No-2495 situated at the Rev Vill- Hengrabari, Mouza-Beltola in the district of Kamrup (M), Assam along with one Assam Type building standing thereon, more particularly at House no. 13, Bishnu Path, Daraka Nagar, Guwahati – 781006.</p> <p>(The property is mortgaged under Loan A/c No. 005017400000029 ).</p>
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<b>Known encumbrances ( if any)</b>	Not known to the secured creditor. The bank shall not be held liable/responsible for any unpaid charges towards electricity, maintenance, Tax, charges or any other statutory dues, or any other dues etc., inconnection with the secured asset.
<b>RESERVE PRICE (IN RS.)</b>	<b>Rs. 96,61,100/- (Rupees Ninety Six Lakhs Sixty One Thousand One Hundred) only.</b>
<b>EARNEST MONEY DEPOSIT (IN RS.) THROUGH DD/PO IN FAVOR OF ‘NAGARIK SAMABAY BANK LTD.’ PAYABLE AT GUWAHATI</b>	<b>Rs. 9,66,000/- (Rupees Nine Lakhs Sixty Six Thousand) only.</b>
<b>BID INCREMENTAL AMOUNT</b>	In the multiple of Rs.10,000/- (Rupees Ten Thousand) only.
<b>LAST DATE, TIME AND VENUE FOR SUBMISSION OF BIDS WITH SEALED OFFER/ TENDER WITH EMD</b>	Till 16.09.2024 latest by 04:00 P.M. at Nagarik Samabay Bank Limited, Head Office, Ashram Road (South Sarania Road), Ulubari, Guwahati-781007 addressed to the Authorised Officer.
<b>DATE, TIME, AND VENUE FOR OPENING OF BIDS.</b>	On 19.09.2024 from 11.00 a.m. at Nagarik Samabay Bank Limited, Head Office, Ashram Road (South Sarania Road), Ulubari, Guwahati-

	781007.
<b>INSPECTION OF PROPERTIES</b>	As per prior appointment of Authorised Officer of the Bank.
<b>COST OF TENDER / BID CUM AUCTION FORM</b>	NIL
<b>RETURN OF EMD OF UNSUCCESSFUL BIDDERS</b>	Within Seven working days from the date of Auction without any interest thereon.
<b>LAST DATE FOR PAYMENT OF 25% OF ACCEPTED HIGHEST BID FOR CONFIRMED SUCCESSFUL BIDDER(INCLUSIVE OF EMD)</b>	The payment should be made latest by next working day from the date of bid confirmation.
<b>LAST DATE FOR PAYMENT OF BALANCE 75% OF HIGHEST BID</b>	Within 15 days from the date of bid/Sale Confirmation.

<b>BORROWER/ CO-BORROWER/GUARRANTORS /MORTGAGOR NAME &amp; ADDRESS</b>	<ol style="list-style-type: none"> <li>1. Mrigen Sutradhar (Borrower) –H/No-13, Bishnupur, Dwaraka Nagar (Sorumataria), Dispur Sachibalaya, Guwahati-781006.</li> <li>2. Jintu Gohain (Guarantor)- C/O-Dibya Gohain, Near GGSV, PO-Patsaku, Pathalial, makhuti Grant, Sibsagar-785673</li> <li>3. Anupam Talukdar (Borrower)- H/No-44, Parag Das Path, Ananda nagar, Opp FCI godown, Bamunimaidan, Kamrup (M)- 781021</li> </ol>
<b>DATE OF DEMAND NOTICE U/SEC.13(2) OF SARFAESI ACT</b>	30.11.2023
<b>AMT. OF DEMAND NOTICE U/S-13(2) OF SARFAESI ACT (IN RS.)</b>	<b>Rs. 1,37,99,191.17/-</b> (Rupees One Crore thirty Seven Lakh Ninety Nine Thousand One Hundred Ninety One and Paise Seventeen) only under Loan A/c No. 005017400000029 due as on 31.10.2023 (this amount includes interest applied till 31.10.2023).
<b>DATE OF PHYSICAL</b>	31.05.2024

<b>POSSESSION</b>	
<b>PUBLICATION DATE OF POSSESSION NOTICE</b>	14.02.2024 (symbolic possession)
<b>OUTSTANDING DUES (IN RS.)</b>	Rs. 1,53,16,389.23 (Rupees One Crore Fifty Three Lakhs Sixteen Thousand Three Hundred Eighty Nine and paise Twenty Three) as on 31.07.2024 under Loan A/c No. 005017400000029 due as on 31.07.2024 (this amount includes interest applied till 31.07.2024).

## II. TERMS AND CONDITIONS

<b>1</b>	The Authorized Officer (AO) exercising the powers under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 (hereinafter referred to as "the SARFAESI Act") is selling the assets/properties mentioned at item No. III of the Tender/ Offer / Bid Document (hereinafter referred to as the 'Secured Assets').
<b>2</b>	<p><b><u>Issue of Tender/ Offer / Bid Document</u></b></p> <p>The Tender/ Offer / Bid Document along with Offer Form is distributed from <b>12 August 2024 To 16 September 2024</b> on any working day between 10.00 am and 4.00 pm and can be obtained from any of our Head Office at Nagarik Samabay Bank Limited, Head Office, Ashram Road (South Sarania Road), Ulubari, Guwahati-781007 The Tender/ Offer / Bid Document can also be downloaded from Nagarik Samabay Bank Limited website <a href="http://www.nagarikbank.info">www.nagarikbank.info</a></p> <p>All Payments to Nagarik Samabay Bank Limited by bidders in connection with this auction shall be made by DD / Pay Order. DD/Pay Order shall be drawn in favour of “<b>Nagarik Samabay Bank Limited- A/c- Mrigen Sutradhar</b>” payable at Guwahati.</p> <p style="text-align: center;">OR</p> <p>Bidders who prefer to submit the payments by way of RTGS, may remit the amount in favour of RTGS NEFT Funding Account, Account No. 000036700000001, IFSC Code: YESB0NSMBL1, Nagarik Samabay Bank Limited.</p>

<b>3</b>	<b><u>Reserve Price and Earnest Money Deposit (EMD)</u></b>		
	<b>Reserve Price</b>	<b>Earnest Money Deposit</b>	
	<p>All that part and parcel of the property consisting of Land measuring 1 Katha 2 Lechas (2.94 Are) covered by Dag No-1625 Patta No-2495 situated at the Rev Vill- Hengrabari, Mouza-Beltola in the district of Kamrup (M), Assam along with one Assam Type building standing thereon, more particularly at House no. 13, Bishnu Path, Daraka Nagar, Guwahati – 781006.</p>	<p>Rs. 96,61,100/- (Rupees Ninety Six Lakhs Sixty One Thousand One Hundred)</p>	<p>Rs. 9,66,000/- (Rupees Nine Lakhs Sixty Six Thousand) only</p>
<b>4</b>	<p>The sale of Secured Assets is on “<i>As is where is</i>”, “<i>As is what is &amp; whatever there is</i>” and “<i>without recourse</i>” basis. The description of the immovable properties is based on the mortgages created by the Borrower with the secured creditor. All statutory liabilities / taxes / maintenance fee / electricity / water charges/ property taxes etc., outstanding as on date and/or yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder. The AO or the secured lender do not take or assume any responsibility for any shortfall of the movable/immovable assets or for procuring any permission, etc. or for the dues of any authority established by law. It is expressly made clear that the AO / secured creditor do not take or assume any responsibility for any dues, statutory or otherwise of <b>Mrigen Sutradhar</b> including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid solely by the purchaser.</p> <p>Statutory liabilities of the Borrower and encumbrances on the immovable properties known to the AO are Nil. However the prospective bidders are advised to satisfy themselves regarding encumbrances, if any, over the above properties.</p>		



<b>4(A)</b>	<b><u>Inspection of asset:</u></b>
	The interested bidders may inspect the secured asset at their own cost and expense on date 13 September between <b>11.00 a.m. to 2.00 p.m.</b> in the presence of the representative of the AO available at the site to facilitate the inspection.
<b>5</b>	<b><u>Due Diligence by the Bidders</u></b>  The interested parties may carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets. A bidder shall be deemed to have full knowledge of the condition of the assets, relevant documents, information, etc. whether the bidder actually inspect or visits or verifies or not.
<b>6</b>	The bidders shall be deemed to have inspected and approved the Secured Assets to their entire satisfaction and for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of the premises and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements boundaries and abutments of the assets/properties and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/properties and their condition.
<b>7</b>	The Bidder shall not be entitled to receive re-imbusement of any expenses which may have been incurred in preparation of the Bid/Offer for submission and/or for carrying out due diligence, search of titles to the assets and matters incidental thereto or for any other purpose in connection with purchase of the assets under reference.



<p><b>8</b></p>	<p><b><u>Submission of Tender/ Offer / Bid Document /Offer</u></b></p> <p>The Bidder shall complete in all respects the Offer form(s) annexed to the Tender/ Offer / Bid Document, and furnish the information called for therein and <b>shall sign and date each of the documents</b> in the space provided therein for the purpose. <b>The Bidder shall initial each page of the Offer.</b> Offers received for sale and / or accepted are not transferable.</p> <p>The Format for submission of Profile of the bidder is given in Chapter III &amp; IV respectively of this Tender/ Offer / Bid Document.</p> <p>The format Chapter III is for Individuals and The format Chapter IV is Company / Proprietorship / Partnership firms. Bidders may fill in only the form relevant to them.</p>
<p><b>9</b></p>	<p>The Tender/ Offer / Bid Document shall be signed by a person or persons duly authorized by the Bidder with the signature duly attested.</p>
<p><b>10</b></p>	<p>The Tender/ Offer / Bid Document shall contain the full address, Telephone No., Fax No. e-mail-ID, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Offer.</p>
<p><b>11</b></p>	<p>The Tender/ Offer / Bid Document form shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto.</p>

<p><b>12</b></p>	<p><b><u>Last date for submission of Tender/ Offer / Bid Document</u></b></p> <p>The interested parties may submit Tender/ Offer / Bid Document duly filled and signed along with the required documents to AO Sri Pravakar Sharma Nagarik Samabay Bank Limited, Head Office, Ashram Road (South Sarania Road), Ulubari, Guwahati-781007 <b><u>on any working date but not later than 4.00 P.M on 16 September 2024</u></b>, in two sealed covers with one sealed cover containing a crossed A/c Payee Demand Draft/Pay Order drawn in favour of "<b>Nagarik Samabay Bank Limited. - A/c- Mrigen Sutradhar</b>" payable at Guwahati issued by any Bank as Earnest Money Deposit (EMD), which shall be superscribed "<b>EMD for Mrigen Sutradhar</b>" and the other sealed cover containing the Bid Document superscribed "<b>Bid Document – Mrigen Sutradhar</b>" and Name and phone number of Bidder to be mentioned on left hand side.</p> <p><b><u>Remittance of EMD by way of RTGS</u></b></p> <p>Bidders who prefers to submit the EMD by way of RTGS, may remit the EMD amount in favour of <b>RTGS NEFT Funding Account, Account No. 000036700000001, IFSC Code: YESB0NSMBL1, Nagarik Samabay Bank Limited Not later than at time 4.00 PM. on dated <u>16 September 2024</u>. Such bidders must indicate RTGS</b></p> <p><b>UTR No., Amount remitted and date in the appropriate space in the Bid Forms.</b></p>
<p><b>13</b></p>	<p>The bidder/representative of whose Tender/ Offer / Bid document is complete in every respect <b><u>and</u></b> whose Demand Draft/Pay Order for EMD is found to be in order and or remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time will be permitted to participate in the open auction process. Form of Tender /Offer/ Bid document, if found incomplete in any respect, shall be liable for outright rejection. Bidders, whose forms are found to be in order together with the EMD submitted by them, will be intimated by e-mail or through mobile.</p>

14	<p><b><u>Registration for Open Auction</u></b></p> <ol style="list-style-type: none"> <li>1. After scrutinisation of bids and confirmation of the receipt of EMD as advised, AO would initiate further process related to auction.</li> <li>2. The participants /intending purchasers are necessarily required to submit following documents / papers for registration to <b>Nagarik Samabay Bank Limited</b> <ol style="list-style-type: none"> <li>a. Open Auction Form duly signed &amp; filled up. Please download from <a href="https://www.nagarikbank.info">https://www.nagarikbank.info</a></li> <li>b. Self attested copy of PAN Card</li> <li>c. Self Attested valid residential proof (Aadhar card, Voter Id card, Passport copy, Ration card- any one)</li> <li>d. Valid e mail id and mobile no.</li> </ol> </li> <li>3. After completion of Open Auction registration process, The AO would intimate the bidders accordingly.</li> </ol>
15	<p><b>The open auction day : 19 September 2024</b></p> <p><b>The open auction would be held at 11.00 am to 1.00 pm</b></p> <p>The auction would be held with unlimited extensions of 5 minutes each, the last highest bid received would be treated as the successful bid and auction would be treated as closed/terminated.</p> <p><b><u>Increase in Bid Amount:</u></b></p> <p>It may be noted that increase in bid amount, if any, during the open auction period shall be made as under.</p> <p><b>In multiples of Rs.10,000/-</b></p> <p><b>Increase in bid amount below Rs.10,000/- will be rejected.</b></p> <p>First bid should be of at least equal to Reserve Price or increment(s) over the Reserve Price in multiples as above.</p>

16	<p>In case of default in payment at any stage by the successful bidder/ auction purchaser within the stipulated time the sale will be cancelled and the amount already paid will be forfeited and Authorised Officer reserves the right to resell the property to the second/third highest bidder in the above manner, which shall be treated as if he/she were the only successful bidder or to conduct the auction again. AO reserves the right to retain the EMD of top three bidder's upto three months from the date of open auction and <b>the amount of EMD will not carry any interest, for the purpose of considering subsequent successful bidder.</b> The Bids so retained will be valid for two months from the date of open auction or till further extension of time as may be approved by the AO.</p>
17	<p>In case the successful bidder fails to deposit 25% of the sale price as aforesaid, the AO shall forfeit the EMD and if the successful bidder backs out after paying 25% of the sale price, then AO shall forfeit the 25% of the sale consideration so deposited including the EMD and the Secured Assets will be resold.</p>
18	<p>In case of default in payment of the remaining 75% of the bid amount within the prescribed period, the 25% amount deposited will be forfeited and Secured Assets will be resold. The defaulting successful bidder shall forfeit all claims to the assets or to any part of the sum for which it may be subsequently sold.</p>
19	<p>In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the AO reserves the right to resell the assets to the second/third highest bidder in the above manner, who shall also be treated as the successful bidder and further in terms of this Bid Document.</p>
20	<p>On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue Certificate of Sale for the immovable property in favour of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002. The said Certificate of Sale shall be issued in the name of the person who has made the bid and not in the name of any other person.</p>

21	The successful Bidder after making full payment of sale price shall immediately and simultaneously take possession of the Secured Assets. The AO shall not be in any manner responsible for security, safe-keeping and possession of the Secured Assets. In case the successful bidder fails to take possession as stated above, the AO reserves the right to revoke the sale confirmed in his/her favour and forfeit the entire amount paid by the bidder. Further, such bidder shall have no claims on the Secured Assets or to any amount /s for which Secured Assets may be subsequently sold.
22	The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, etc. for transfer of assets in his/her name. It is expressly stipulated that there are no implied obligations on the part of the AO or the secured lender and it shall be solely the obligation of the Bidder, at his/her cost, to do all acts, things and deeds whatsoever for the completion of the sale including payment of all statutory liabilities / housing society tax / maintenance fee / electricity / water charges/ property taxes etc., outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder to get the assets transferred in his /her/their name. Bank does not take any responsibility to provide information on the same.
23	The submission of the Bid/Offer means and implies that the Bidder/Offerer has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Bid/Offer laid down herein.
24	The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/her under these conditions is and shall be deemed to be of the essence.
25	If the entire outstanding dues of Nagarik Samabay Bank Limited together with all interests, costs, charges and expenses of Nagarik Samabay Bank Limited are Tender/ Offer / Bid Documented by the borrower/s or co-borrower/s at any time on or before the sale, the sale of Secured Assets may be cancelled by the AO.
26	The AO shall be at liberty to amend/modify/delete/drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances.



27	The entire procedure of open auction, the sequence of inter-se bidding etc. shall be at the sole and absolute discretion of the AO and the intending bidders shall have no right whatsoever to object to the same.
28	Notwithstanding anything to the contrary contained in this document, the AO reserves the right and liberty to accept/reject any or all the Bids/Offer and also reserves the right to postpone the auction at any time or cancel the entire sale process without assigning any reasons and his decision in this regard shall be final. In case all the bids are rejected or the successful bidder fails to make payments as required in the Bid Document or withdraws his/her bid, the AO, at his sole and absolute discretion, reserves the right to go for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty and the Bidders shall have no right to object to the same.
29	In the event the said sale in favour of the bidder not being confirmed by AO, otherwise than on account of the willful default of the bidder or if the sale is set aside by an order of the Court/Tribunal, then in that event the sale shall be void and the bidder shall, in that event be entitled only to receive back his/her Earnest Money Deposit (EMD) or purchase money as the case may be, but without interest, and the bidder shall not be entitled to be paid his costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her.
30	<b><u>Jurisdiction</u></b> All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in <b>Guwahati</b> alone shall have jurisdiction to entertain /adjudicate such disputes.

**III.**  
**FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER-**  
**INDIVIDUAL**

For purchase of secured assets / property of **Mrigen Sutradhar, Guwahati**

*(To be filled and submitted by the Bidder/Offerer)*

<b>1</b>	<b>a)</b> Full Name of the Bidder / Offerer <i>(in Block letters)</i>	:	
	<b>b)</b> Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:	
	<b>c)</b> Mobile Nos.	:	
	<b>d)</b> E-mail ID	:	
<b>2</b>	Brief particulars of business (if any)	:	
<b>3</b>	Relationship, if any, the Bidder/Offerer has with any employee of Nagarik Samabay Bank Ltd.	:	
<b>4</b>	Name and particulars of the Company/Firm/Person in whose name the Secured Assets/property are to be purchased	:	
<b>5</b>	Details of Earnest Money Deposit (EMD)	:	
	<b>i)</b> Demand Draft No. / Pay Order No.	:	
	<b>ii)</b> Date of Demand Draft / Pay Order	:	
	<b>iii)</b> Name of the issuing Bank and Branch	:	
<b>Bidders, who prefer to submit the EMD by way RTGS, must indicate RTGS UTR No., Amount remitted and date.</b>			
	RTGS UTR NO.	:	
	Amount remitted	:	
<b>6</b>	<b><i>Income Tax Permanent Account Number(s) (PAN) of Bidder /Offerer</i></b>	:	

\* Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the sale / bid document and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/incomplete, I/We shall not hold the Authorized Officer and / or Nagarik Samabay Bank Limited responsible for the same and shall not have any claim whatsoever against either of them.

Signature of the duly authorised official of the Bidder/Offerer

Name and Designation of the Authorised Signatory

Place :

Date :

**IV.  
FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER**

**COMPANY/ PARTNERSHIP/ PROPRIETORSHIP**

For purchase of secured assets / property of **Mrigen Sutradhar, Guwahati**

*(To be filled and submitted by the Bidder/Offerer)*

1.	<b>a)</b> Name of the Company/ Firm/ Party (in Block letters)		
	<b>b)</b> Complete Registered Address		
	<b>c)</b> Complete Correspondence Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.		
2.	Date of Incorporation		
3.	Constitution (Private/Public/Joint)		
4.	Name of Chairman		
5.	Name of Managing Director / Partners		
6.	Board of Directors	a)	
		b)	
		c)	
		d)	
		e)	
		f)	
7.	Income tax PAN No. (attested copy of PAN card of the company to be attached)		
8.	Date of Last Income Tax Return (Enclose copy of last 3 years' Income Tax clearance certificate)		
9	<b>a)</b> Full Name of the Authorised Person to carry out e-auction on behalf of the company/firm /party (in Block letters) (Original Authorised letter to be attached to carry out the e-auction process)	:	
	<b>b)</b> Complete Postal Address of the Authorised person with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:	
	<b>c)</b> Mobile Nos.		
	<b>d)</b> E-mail ID		
10	Designation of the Authorised Person	:	
11	Relationship, if any, the Bidder/Offerer has with any employee of Nagarik Samabay Bank Ltd.	:	

12	Details of Earnest Money Deposit (EMD)	:	
	<i>i</i> ) Demand Draft No. /	:	

	Pay Order No.		
	<i>ii)</i> Date of Demand Draft / Pay Order	:	
	<i>iii)</i> Name of the issuing Bank and Branch	:	
	<b>Bidders, who prefer to submit the EMD by way RTGS, must indicate RTGS UTR No., Amount remitted and date.</b>		
	RTGS UTR NO.	:	
	Amount remitted	:	

\* Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the sale/bid document and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/incomplete, I/We shall not hold the Authorized Officer and / or Nagarik Samabay Bank Limited responsible for the same and shall not have any claim whatsoever against either of them

Signature :

Name of the Authorised Person :

Designation :

Company Seal :

All authorizations should be annexed to this form.



V.  
**FORM OF APPENDIX TO THE BID/OFFER**  
**(DECLARATION BY THE BIDDER)**  
**(ON STAMP PAPER OF RS.100/-)**

**FORM OF BID/OFFER**

*(Note: This Appendix forms part of the Tender/Bid/Offer)*

To,  
Sri Pravakar Sharma  
Authorised Officer  
Nagarik Samabay Bank Limited  
Head Office, Ashram Road  
Ulubari, Guwahati-781007

Sir,

**Sale of Secured Assets / Property of Mrigen Sutradhar.**

Property owned by **Mrigen Sutradhar** Land measuring 1 Katha 2 Lechas (2.94 Are) covered by Dag No-1625 Patta No-2495 situated at the Rev Vill- Hengrabari, Mouza-Beltola in the district of Kamrup (M), Assam along with one Assam Type building standing thereon, more particularly at House no. 13, Bishnu Path, Daraka Nagar, Guwahati – 781006.

1 Having fully read examined and understood the terms and conditions of the Tender/ Offer / Bid Document and condition and status of the Secured Assets/property, I/We offer to purchase the said Secured Assets strictly in conformity with the terms and conditions of this Tender/ Offer / Bid Document /Offer Document.

2 I/We understand that if my/our Tender/Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Tender/ Offer / Bid document and acquire the Secured Asset/property. Should I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.

3 I/We further understand that if my/our Bid/Offer is accepted, should I/we fail to deposit the balance amount of 75% of the sale consideration (after having paid 25% of the sale consideration) by the stipulated date, the said amount of 25% of the sale consideration (including Earnest Money Deposit) or any further amount/s paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Bid Document.

4 I/We further understand that if my/our Tender/Bid/Offer is accepted, after making full payment of the sale price within 15 days of acceptance of bid/offer or such extended period as may be granted by the AO at his/her sole and absolute discretion, I/we shall take possession of the secured assets immediately and simultaneously on payment of entire sale price. I/We understand that once the sale is confirmed by the AO in my / our favour, the AO shall not be held responsible for security, safe-keeping and possession of the secured assets. We further understand that in the event I/We fail to take possession of the Secured Assets as stated above, the AO reserves the right to revoke the sale confirmed in my/our favour and forfeit the entire amount paid by me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.

5 I/We further understand that, on confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue Certificate of Sale for the

immovable property in favour of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002 and the said Certificate of Sale shall be issued in my / our name/s being the persons having made the bid and not in the name of any other person.

6 I/We clearly understand and accept that the Authorized Officer or the secured lenders do not take or assume any responsibility for any dues, statutory or otherwise, of **Mrigen Sutradhar** including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by me/us in case my/our Bid/offer is accepted.

7 I/We understand that you are not bound to accept the highest or any Tender/Bid/Offer you may receive. Further, I/we will not raise any objection in case the Authorized Officer goes for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act.

8 I/We understand that time is the essence for completing the acquisition formalities of the Secured Assets/property and I/we agree and undertake to abide by it.

9 I/WE hereby confirm that I/We do not have any kind of relationship (professional/personal), with Borrower/Promoters/Guarantors/Mortgagors as mentioned in the Tender/Offer/Bid Document.

10 I/We also enclose a Demand Draft/Pay Order of value **Rs. 9,66,000/- (Rupees Nine Lakhs Sixty Six Thousand) only** towards Earnest Money Deposit (EMD) in the name of "**Nagarik Samabay Bank Ltd. – Mrigen Sutradhar**".

OR

I/ We have remitted **Rs. 9,66,000/- (Rupees Nine Lakhs Sixty Six Thousand) only** towards Earnest Money Deposit (EMD) to Nagarik Samabay Bank Ltd by way of RTGS amount in favour of **RTGS NEFT Funding Account, Account No. 000036700000001, IFSC Code: YESB0NSMBL1, Nagarik Samabay Bank Limited.**

11 We understand that the EMD will not carry any interest.

12 We understand that the terms and conditions of the Tender/Bid/Offer are unconditional and my /our Bid/Offer having conditions contrary to the terms and conditions of the Tender/ Offer / Bid Document /Offer document shall be summarily rejected.

Place :

Dated : \_\_\_\_\_ day of \_\_\_\_\_ 2024

Signature ..... in the capacity of .....

duly authorized to sign Bid/Offer for and on behalf of .....

(Name and address of the Bidder/Offerer)  
(IN BLOCK CAPITALS)

WITNESS :

Signature : .....

Name & Address : .....