

THE TERMS AND CONDITIONS OF SALE

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	1. M/s. Ernad Construction Company Private Limited,7/14 A-18,1 st Floor, Manachira Tower, AG Road,Kozhikode-673001 2. Mr. MK. Ali, S/o Mohammed Haji, Managing Director,M/s. Ernad Construction Company Private Limited,9/138, Mannilthodi House,Kizhuparamba PO, Areacode,Malappuram-673645 3. Mr.MK Abdul Aziz,S/o MK Ali, Director M/s. Ernad Construction Company Private Limited,9/138, Mannilthodi House,Kizhuparamba PO, Areacode, Malappuram-673645 4. Mr. Abdurahiman, S/o Koyatti Muhammed Haji, Thottathin Parambu,Kinaloor PO, Balussery,Kozhikode-673612 5. Mr. P. Salim S/o Pulikkalath Muhammed, Pulikkalath House, Kottakkal PO, Malappuram-676503 6. Mr. M Shoukathali, S/o Meleppattu Moidu,Meleppattu House, Chalissery Village,Perumannur PO, Ottapalam, Palakkad-679536
2	Name and address of the Branch, the Secured Creditor	State Bank of India, Stressed Assets Recovery Branch-II, 40/974,First Floor, R S Buildings, Opp. Maharaja's College Ground, M G Road, Ernakulam – 682 011



3	Description of the secured assets to be sold.	<p>1. All that part and parcel of the property admeasuring in 38.26 Ares (94.50 Cents) of land in Re Sy. No.214/3 (Old Sy No. 33) Block No.20 in Kizhuparamba Village, Ernad Taluk with in the Registration Sub district Areacode of Malappuram District, standing in the name of Sri. Abdul Aziz MK vide Janmam Assignment Deed No: 231/2011 dated 12.01.2011 of Areacode SRO, with building and all improvements, structures and easements attached thereto</p> <table><tr><td>East by:</td><td>West by:</td><td>North by:</td><td>South by:</td></tr><tr><td>Property of Abdul Aziz</td><td>Property of Choorapra Appunni, Karappan & others and CP Muhammed Rafeeque</td><td>Panchayath Road</td><td>Property of Musthafa.</td></tr></table> <p>2.. All that part and parcel of the property admeasuring in 40.47 Ares (100 Cents) of land in Re Sy. No.214/3 (Old Sy No. 33) Block No.20 in Kizhuparamba Village, Eranadu Taluk with in the Registration Sub district Areacode of Malappuram District, standing in the name of Sri. Abdul Aziz MK vide Janmam Assignment Deed No: 3733/2010 dated 21.07.2010 of Areacode SRO, with building and all improvements, structures and easements attached thereto</p> <p>bounded on</p> <table><tr><td>East by:</td><td>West by:</td><td>North by:</td><td>South by:</td></tr><tr><td>Property of MK Ali.</td><td>Property of Zaheeda</td><td>Panchayath Road</td><td>Property of Venu G Nair, Sasidharan</td></tr></table> <p>3. All that part and parcel of the property admeasuring in 46.15 Ares (114 Cents) of land in Re Sy. No.4/1 (Old Sy No. 32) Block No.20 in Kizhuparamba Village, Eranadu Taluk with in the Registration Sub district Areacode of Malappuram District, standing in the name of Sri. Abdul Aziz MK vide Janmam Assignment Deed No: 3079/2009 dated 12.06.2009 of Areacode SRO, with building and all improvements, structures and easements attached thereto</p>	East by:	West by:	North by:	South by:	Property of Abdul Aziz	Property of Choorapra Appunni, Karappan & others and CP Muhammed Rafeeque	Panchayath Road	Property of Musthafa.	East by:	West by:	North by:	South by:	Property of MK Ali.	Property of Zaheeda	Panchayath Road	Property of Venu G Nair, Sasidharan
East by:	West by:	North by:	South by:															
Property of Abdul Aziz	Property of Choorapra Appunni, Karappan & others and CP Muhammed Rafeeque	Panchayath Road	Property of Musthafa.															
East by:	West by:	North by:	South by:															
Property of MK Ali.	Property of Zaheeda	Panchayath Road	Property of Venu G Nair, Sasidharan															



		East by:	West by:	North by:	South by:
		Panchayath Road	Property of Shamsudheen and Beeran.	Karaliparambu and Pathway	Panchayath Road
		4. All that part and parcel of the property admeasuring in 75.2742 Ares (1Acre 86 Cents) of land in Re Sy. No.26/1 (Old Sy No.16/1) in Balussery Village, Koilandy Taluk with in the Registration Sub District Balussery of Kozhikode District, standing in the name of Sri. Abdul Aziz MK vide Janmam Assignment Deed No: 2208/2011 dated 11.08.2011 of Balussery S with building and all improvements, structures and easements attached thereto			
		East by:	West by:	North by:	South by:
		Property of KT Shailesh and Road	Kunjaleery Parambu.	Property of KT Shailesh and others	Property of KT Shailesh and Pattupurackal Parambu.
		5.All that part and parcel of the property admeasuring in 9.11 Ares (22.50 Cents) of land in Re Sy. No.202/7 (Old Sy No.63/4) Block No.39 in Kottakkal Village, Thirur Taluk with in the Registration Sub District Kottakkal of Malappuram District, standing in the joint names of Sri. P Salim and Sri. Shoukathali vide sale Deed No: 3430/2013 dated 05.08.2013 of Kottakkal SRO, with building and all improvements, structures and easements attached thereto			
		East by:	West by:	North by:	South by:
		Property belongs to heir of Kunjiviriyath.	Property belongs to Ihyahul Islam Committee.	Path way	Kankalath Parambu.
4	Details of the encumbrances known to	Property 5 Encumbrances: There is an attachment of Commercial Taxes Officer 1 Tirur, which is dated subsequent to the mortgage(as per EC)			



	the secured creditor	
5	The secured debt for recovery of which the property is to be sold	Rs. 18,67,00,000/- (Rupees Eighteen crores sixty seven lakhs Only) with future interest and costs due to the State Bank of India, SARB-II Ernakulam as on 14.08.2025+ expenses & costs.
6	Deposit of earnest money	<p>Property 1: Rs. 4,20,000/-(Rupees Four lakhs twenty thousand only) being the 10% of Reserve price to be transferred/deposited by bidders in his/her/their Wallet provided on its E-Auction site "https://www.baanknet.com" by means of NEFT.</p> <p>Property 2: Rs. 5,00,000/-(Rupees Five lakhs only) being the 10% of Reserve price to be transferred/deposited by bidders in his/her/their Wallet provided on its E-Auction site "https://www.baanknet.com" by means of NEFT.</p> <p>Property 3: Rs. 6,20,000/-(Rupees Six lakhs Twenty thousand only) being the 10% of Reserve price to be transferred/deposited by bidders in his/her/their Wallet provided on its E-Auction site "https://www.baanknet.com" by means of NEFT.</p> <p>Property 4: Rs. 5,60,000/-(Rupees Five lakhs sixty thousand only) being the 10% of Reserve price to be transferred/deposited by bidders in his/her/their Wallet provided on its E-Auction site "https://www.baanknet.com" by means of NEFT.</p> <p>Property 5: Rs. 29,20,000/-(Rupees Twenty nine lakhs twenty thousand only) being the 10% of Reserve price to be transferred/deposited by bidders in his/her/their Wallet provided on its E-Auction site "https://www.baanknet.com" by means of NEFT.</p>
7	Reserve Price of the immovable assets Amount	<p>Property 1:Rs. 42,00,000/- (Rupees Forty two lakhs only))</p> <p>Property 2: Rs 50,00,000/-(Rupees Fifty lakhs only)</p> <p>Property 3: Rs 62,00,000/-(Rupees Sixty two lakhs only)</p> <p>Property 4: Rs 56,00,000/-(Rupees Fifty six lakhs only)</p> <p>Property 5: Rs 2,92,00,000/-(Rupees Two crores ninety two lakhs only)</p>
	Amount/ Wallet in which EMD to be remitted	Auction site https://www.baanknet.com by means of NEFT.
	Last Date and Time within	Time: On or before 4.00 p.m. Date: 23.09.2025



	which EMD to be remitted:	
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 may be, after the acceptance of the offer by the Authorised Officer, failing which the earnest money deposited by the bidder shall be forfeited. The Balance 75% of the sale price is payable on or before the 15th day of confirmation of sale of the secured asset or such extended period as may be agreed upon in writing between the Secured Creditor and the e-Auction purchaser not exceeding three months from the date of e-Auction.
9	Date and time of E-auction.	Date : 23.09.2025 Time: 11:00 AM to 04:00PM
10	The e-auction will be conducted through the Bank's approved service provider.	https://www.baanknet.com
11	The first bid starts at	Property 1: Rs 42,00,000.00 Property 2: Rs 50,00,000.00 Property 3:Rs 62,00,000.00 Property 4: Rs 56,00,000.00 Property 5: Rs 2,92,00,000.00
	Bid Increment Amount	Rs. 50,000.00
	Auto Extension	Unlimited extensions of 10 minutes each.
	Bid Currency & Unit of Measurement	Indian Rupees.
12	Date and time during which inspection of the	From 11.00 A.M to 3.00 P.M on working days under prior appointment.

immovable secured assets to be sold and intending bidders should satisfy themselves about the assets and their specification	
Contact person with mobile number	Name: Mr. Sooraj S R (Mobile No.: 9188901927) E-mail: sbi.70683@sbi.co.in

1) The Bidders should get themselves registered on <https://www.ebkray.in> by providing requisite KYC documents and registration fee (Registration Process, EMD payment and the bidding process is detailed on the above website).

2) Bidders shall hold a valid digital Signature Certificate issued by competent authority and valid email ID (*e-mail ID is absolutely necessary for the intending bidder as all the relevant information and allotment of ID and Pass word by the site may be conveyed through e mail.*

3) The intending bidder should submit the evidence of EMD deposit like UTR number along with Request letter for participation in the e-Auction, self-attested copies of (i) Proof of Identification(KYC) Viz ID card/Driving License/Passport etc., (ii) Current Address -proof of communication, (iii) PAN card of the bidder(iv) valid e-mail ID, (v) contact number(mobile/Land Line)of the bidder etc., to the Authorised Officer of State Bank of India, Stressed Assets Recovery Branch-II, R S Buildings, M G Road, Opp. Maharajas College Ground, Ernakulam by 23.09.2025 at 4.00 p.m. Scanned copies of the original of these documents can also be submitted to e-mail Id of Authorised Officer

4) Names of Eligible Bidders will be identified by the State Bank of India, Asset Recovery Management Branch (ARMB) to participate in online e-Auction on the portal <https://www.baanknet.com>. The site will provide User ID and Password after due verification of PAN of the Eligible Bidders.

5) The successful bidder shall be required to submit the final prices, quoted during the e-Auction as per the annexure after the completion of the e-Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of e-Auction.

6) During e-Auction, if no bid is received within the specified time, State Bank of India at its discretion may decide to revise opening price / scrap the e-Auction process / proceed with conventional mode of tendering.

7) The Bank / service provider for e-Auction shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the causes.

8) 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.

9) 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.

10) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.

11) 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.

12) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.

13) The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.

14) 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 e-Auction without assigning any reason thereof. The sale is subject to confirmation by the secured creditor.

15) 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.

16) The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, Registration expenses, fees etc. for transfer of the property in his/her name.

17) The payment of all statutory / non- statutory dues, taxes, rates, assessments, charges, fees etc., owing to anybody shall be the sole responsibility of successful bidder only.

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 off 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. No request for change of name in the sale certificate other than the person who submitted the bid / participated in the e-Auction will be entertained.

20) To the best of knowledge and information of the Authorised Officer, there is no encumbrance binding with the bank. However, it shall be the responsibility of the interested bidders to inspect and should make their own independent enquiries regarding the encumbrances, extent, title of immovable property put on auction, approved / sanctioned plan from appropriate statutory authority and claims/rights/dues affecting the property, and satisfy themselves about the assets prior to submitting their bid/s. It shall be deemed that the intending bidders have done their own due diligence before submitting the tender. No conditional bid will be accepted.

21) The bidder shall deduct and deposit with the concerned department / statutory body, Tax deducted at source (TDS) as applicable under Income Tax Act / Such TDS shall be considered as part of the offer made by the Bidder.

Date: 14.08.2025

Place: Ernakulam

कृत भारतीय स्टेट बैंक
अधिकृत अधिकारी
Chief Manager
STATE BANK OF INDIA
ज.आ.च. शाखा-11, Ernakulam

