

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/Guarantors	<p>M/S Josan Industries through its Partners</p> <ol style="list-style-type: none"> 1. Sh.Harbhagwan Josan S/o Sh. Kashmir Chand. 2. Sh. Raj Kumar S/o Sh. Kashmir Chand 3. Sh.Surinder kumar urf Savinder Kumar S/o Sh. Kashmir Chand <p>Fazilka Road, Jalalabad (west) Distt. Fazilka. 152024</p> <p>Sh. Hukam Chand Josan S/o Sh Kashmir Chand (Guarantor),Vill- Chak Sotrian, Teh. Jalalabad (W),Distt. Fazilka. 152024</p> <p>Sh. Jashanpreet Josan S/o Sh. Harbhagwan Josan(Guarantor),Vill Chak Sotrian, Teh. Jalalabad (W),Distt. Fazilka 152024</p> <p>Sh. Surinder Kumar urf Savinder Kumar S/o Sh. Kashmir Chand (Guarantor) Vill- Chak Sotrian,Teh. Jalalabad (W),Distt. Fazilka. 152024</p> <p>J P Josan & Associates (Guarantor) through its Partners</p> <ol style="list-style-type: none"> 1. Sh.Harbhagwan Joshan S/o Sh. Kashmir Chand. 2. Sh. Raj Kumar S/o Sh. Kashmir Chand 3. Sh. Surinder kumar urf Savinder Kumar S/o Sh. Kashmir Chand <p>Tiwana Road, Jalalabad (W) Distt. Fazilka 152024</p> <p>Sh.Jagdev Chand S/o Sh. Lal Singh(Guarantor) Village-Chack Jandwala, Teh. Jalalabad (W) Distt. Fazilka 152024</p>	<p>M/S Josan Rice Mills (Guarantor) Through its Partner</p> <ol style="list-style-type: none"> 1. Sh Hukam Chand S/o Sh. Kashmir Chand Josan. 2. Sh. Jashanpreet Josan S/o Sh. Harbhagwan Josan <p>Fazilka Road, Jalalabad (west) Distt. Fazilka. 152024</p> <p>Sh.Harbhagwan Joshan S/o Sh. Kashmir Chand, (Guarantor),Vill-Chak Sotrian, Teh. Jalalabad (W),Distt. Fazilka 152024</p> <p>Sh. Raj Kumar S/O Sh. Kashmir Chand (Guarantor), Vill Chak Sotrian, Teh. Jalalabad (W),Distt. Fazilka 152024</p> <p>Sh. Raj Baksh S/o Sh. Lakshman Dass (Guarantor), Vill Chak Sotrian, Teh. Jalalabad (W),Distt. Fazilka 152024</p> <p>Smt.Usha Rani w/o Sh. Harbhagwan Josan(Guarantor),Vill Chak Sotrian, Jalalabad (W) Distt. Fazilka 152024</p>
2	Name and address of Branch, the secured creditor	Stressed Assets Management Branch,Civil Lines Fountain Chowk, ZBO Building, Ground Floor, Ludhiana-141001	
3	Complete Description of the immovable secured assets to be sold with identification marks or number, if any, on them.	<p>1. PROPERTY ID SBIN100001239733</p> <p>Equitable mortgage of One Open Plot measuring 00K-07M (200.00sqyds) vide Title Deed No. 4945 dated 14.02.2001 in the name of Sh Hukam Chand S/o Sh Kashmir Chand situated at Dashmesh Nagar, Near Nagpal Complex, Jalalabad (W)</p> <hr/> <p>2.PROPERTY ID: SBIN100001312224:</p> <p>Equitable mortgage of 23K-04M (14036.00 sqyds) vide Title Deeds No.</p> <p>(i) Title Deeds No.686 dated 20.05.2003 land measuring 16K-00M (9680.00 sqyads) in the name of M/s JP Joshan & Associates</p> <p>(ii) Title Deeds No 816 dated 23.05.2003 land measuring 07K-04M (4356.00 Sqyads) in the name of M/s JP Joshan & Associates</p> <p>Property in the name of M/s JP Josan & Associates situated at Tiwana Road, near Govt. Primary School, Jalalabad (W)</p> <hr/> <p>3. PROPERTY ID: SBIN100001239146:</p> <p>EM of Plot measuring 1K-7M (816.75 sqyds) vide Title Deed No. 4357 dated 08.02.2010 in the name of Sh Hukam Chand S/o Sh. Kashmir Chand situated at Manne Wala Road, Friends Colony Jalalabad (W)</p> <hr/> <p>4. PROPERTY ID: SBIN100001239357:</p> <p>Equitable mortgage of Plot measuring 01K-07M (816.75 sqyds) vide Title Deed No. 4355 dated 08.02.2010 in the name of Sh Savinder</p>	



Kumar S/o Sh Kashmir Chand situated at Manne Wala Road, Friends Colony, Jalalabad (W)

5. PROPERTY ID: SBIN100001236250:

Plot measuring 1K-4.5M (741.13 sqyds) vide Title Deed No. 1958 dated 25.06.2010 in the name of Sh.Harbhagwan S/o Sh. Kashmir Chand situated at Manne Wala Road, Friends Colony Jalalabad (W)

6. PROPERTY ID: SBINA10001236049:

Equitable mortgage of One Residential House measuring 00K-12M (370.22 sqyds) sq.ft.vide Title Deed No. 3249 dated 25.08.2005 in the name of Sh. Raj Baksh S/O Sh. Lakshman Dass situated at Model Town, Near D.A.V. College, Jalalabad (W)

7. PROPERTY ID: SBIN100001235788

Equitable mortgage of plot measuring 01K-04M (716.65 sqyads) vide Title Deed No. 1960 dated 25.06.2010 in the name of Sh.Harbhagwan S/o Sh. Kashmir Chand situated at Manne Wala Road, Friends Colony Jalalabad (W)

8. PROPERTY ID: SBIN100001311613

Equitable mortgage of Factory Land vide Title Deeds No.

- (i) Title Deeds No. **1436** dated 23.08.1995 land measuring 10K-08M in the name of M/s Josan Industries
- (ii) Title Deeds No. **2020** dated 31.10.1995 land measuring 08K-00M in the name of M/s Joshan Industries
- (iii) Title Deeds No. **1704** dated 25.09.1995 land measuring 00K-04.50M in the name of M/s Josan Rice Mills and Josan Industries
- (iv) Title Deeds No. **1702** dated 25.09.1995 land measuring 00K-04.50M in the name of M/s Josan Rice Mills and Josan Industries
- (v) Title Deeds No. **1703** dated 25.09.1995 land measuring 00K-05M in the name of M/s Joshan Industries & M/s Joshan Rice Mills
- (vi) Title Deeds No. **2650** dated 13.12.1995 land measuring 16K-00M in the name of Sh. Raj Kumar S/o Sh.Kashmir Chand & Sh Harkrishan Lal S/o Sh Mahnga Ram), Title Deeds No. **2113** dated 19.07.2000 land measuring 08K-00M in the name of Sh. Raj Kumar S/O sh. Kashmir Chand).
- (viii) Title Deeds No. **3197** dated 22.03.1988 land measuring 08K-00M in the name of M/s Joshan Rice Mills
- (ix) Title Deeds No. **2806** dated 04.02.1988 land measuring 07K-19M in the name of M/s Joshan Rice Mills

Total land measuring 59K-01M (35725.00 sqyds Total 9 Title deeds) situated at Fazilka Road, Jalalabad West, and Distt.Fazilka-152024.

9. PROPERTY ID: SBIN100001232844

Equitable Mortgage Of One Open Plot Measuring 01k-01m (635.25 Sqyds) Vide Title Deed No. 4469 Dated 28.12.2006 In The Name Of Sh.Jagdev Chand S/O Sh. Lal Singh & Sh. Surinder Kumar Urf Savinder Kuma S/O Sh Kashmir Chand Situated At Model Town, Near D.A.V. College, Jalalabad (W)

10. PROPERTY ID: SBIN100001231183

Equitable mortgage of One Shop No.21 measuring 00K-07M (222.22 sqyds). vide Title Deed No. 2230 dated 29.06.2006 in the name of Sh Surinder Kumar S/o Sh Kashmir Chand situated in New Grain Market, Jalalabad (W)

11. PROPERTY ID: SBIN100001309176

Equitable of Land & Building measuring 0K-8.25M (263.00 sqyds) vide Title Deeds No.

- (i) Title Deeds No 2674 dated 05.09.2008 land measuring 00K-04.4M (134.44 Sqyads)



		<p>in the name of Sh Sawinder Kumar S/o Sh Kashmir Chand), (ii) Title Deeds No. 1600 dated 29.07.2003 land measuring 00K-03M (90.75 Sqyads) in the name of Sh Harbhagwan Josan ,Sh Hukam Chand & Sh Raj Kumar S/o Sh Kashmir Chand. (iii) Title Deeds No. 1599 dated 29.07.2003 land measuring 00K1.25M (37.81 Sqyads) In the name of Sh.Harbhagwan S/o Sh. Kashmir Chand. situated at near old bus stand, Fazilka Ferozepur Road, Jalalabad (W)</p> <p>12. PROPERTY ID: SBIN100001231409</p> <p>Equitable mortgage of one Open Plot measuring 01K-00M (622.22 sqyds) vide Title Deed No. 4944 dated 14.02.2001 in the name of Sh.Harbhagwan S/o Sh. Kashmir Chand situated at Dashmesh Nagar, Near Nagpal Complex, Jalalabad (W)</p> <p>13. PORPERTY ID: SBIN100001303244</p> <p>Equitable mortgage of Open Plot measuring 2K-8M (1454.75 sqyds) vide Title Deed No. 2342 dated 30.09.2009 in the name of Sh.Harbhagwan S/o Sh. Kashmir Chand situated at Model Town, Backside DAV College, Jalalabad (W)</p> <p>14. PROPERTY ID:SBINA10001239572</p> <p>Equitable mortgage of Plot measuring 0K-18.5M (559.62 sqyds) vide Title Deed No. 1957 dated 25.06.2010 in the name of Sh Raj Kumar S/o Sh Kashmir Chand situated at Manne Wala Road, Friends Colony, Jalalabad (W)</p> <p>15. PROEPRTY ID: SBIN10001231624</p> <p>Equitable mortgage of Plot measuring 01K-01M (635.25 sqyds) vide Title Deed No. 1959 dated 25.06.2010 in the name of Sh Hukam Chand S/o Sh Kashmir Chand situated at Manne Wala Road, Friends Colony Jalalabad (W)</p> <p>16. PROPERTY ID: SBIN10001239572</p> <p>Equitable mortgage of One Open Plot measuring 3K-10M (2117.50sqyds) vide Title Deed Nos. 3247 & 3248 dated 25.08.2005 in the name of Smt.Usha Rani w/o Sh. Harbhagwan Josan situated at Model Town, Near D.A.V. College Jalalabad (W)</p>
4	Details of the encumbrances known to the secured creditor.	<p>1. Electricity Charges, Taxes and any other charges due on M/s. Josan Industries will be borne by the successful bidder.</p> <p>Litigation: 1. Bank filed the Recovery suit against the borrower/guarantors with DRT Chandigarh. 2. Borrower filed the SA with DRT Chandigarh against SARFAESI Action. property of M/s Josan Industries, Situated at Jalalabad</p>
5	The secured debt for recovery of which the property is to be sold.	Rs. 16,37,94,044/- (Rs. Sixteen Crore Thirty Seven Lac Ninety Four Thousand Forty Four only as on 03.07.2017 plus future interest thereon at agreed rate and other expenses and charges as applicable etc.
6	Deposit of earnest money	<p>EMD: Property bearing Sr No 1. Rs 1.80 lacs. Property bearing Sr No 2. Rs 21.60 lacs. Property bearing Sr No 3. Rs 1.10 lacs. Property bearing Sr No 4. Rs 1.60 lacs. Property bearing Sr No 5. Rs 1.00 lacs Property bearing Sr No 6. Rs 6.30 lacs. Property bearing Sr No 7. Rs 2.50 lacs Property bearing Sr No 8. Rs 47.40 lacs Property bearing Sr No 9. Rs 2.90 lacs Property bearing Sr No 10. Rs 5.50 lacs. Property bearing Sr No 11. Rs 12.70 lacs. Property bearing Sr No 12. Rs 5.50 lacs. Property bearing Sr No 13. Rs 1.90 lacs. Property bearing Sr No 14. Rs 1.20 lacs. Property bearing Sr No 15. Rs 0.90 lacs. Property bearing Sr No16. Rs 5.90 lacs</p>
7	Reserve price of the immovable secured assets:	<p>Property bearing Sr No 1. Rs 18.00 lacs. Property bearing Sr No 2. Rs 216.00 lacs. Property bearing Sr No 3. Rs 11.00 lacs. Property bearing Sr No 4. Rs 16.00 lacs. Property bearing Sr No 5. Rs 10.00 lacs Property bearing Sr No 6. Rs 63.00 lacs.</p>



<p>Bank account in which EMD to be remitted.</p> <p>Last Date and Time within which EMD to be remitted:</p>	<p>Property bearing Sr No 7. Rs 25.00 lacs Property bearing Sr No 8. Rs 474.00 lacs Property bearing Sr No 9. Rs 29.00 lacs Property bearing Sr No 10. Rs 55.00 lacs. Property bearing Sr No 11. Rs 127.00 lacs. Property bearing Sr No 12. Rs 55.00 lacs. Property bearing Sr No 13. Rs 19.00 lacs. Property bearing Sr No 14. Rs 12.00 lacs. Property bearing Sr No 15. Rs 09.00 lacs. Property bearing Sr No 16. Rs 59.00 lacs</p> <p>EMD are to be required to be deposited on or before 27.12.2024 up to 4.00 pm by interested buyers in their own wallet registered with https://baanknet.com on its auction site. By means of RTGS/NEFT/UPI. Time upto 04:00 PM date 27.12.2024</p>
<p>8 Time and manner of payment</p>	<p>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.</p> <p>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.</p>
<p>9 Time and place of public e-Auction or time after which sale by any other mode shall be completed.</p>	<p>E-Auction Dated 30-12-2024 Time: 11.00 hrs to 16.00 hrs with unlimited extensions of 5 Minutes each</p>
<p>10 The e-Auction will be conducted through the Bank's approved service provider. e-Auction tender documents containing e-Auction bid form, declaration etc., are available in the website of the service provider as mentioned above</p>	<p>https://baanknet.com</p>
<p>11 (i) Bid increment amount: (ii) Auto extension: _____ times. (limited / unlimited) (iii) Bid currency & unit of measurement</p>	<p>Property bearing Sr No 1. Rs 0.50 lacs Property bearing Sr No 2. Rs 1.00 lacs Property bearing Sr No 3. Rs 0.25 lacs Property bearing Sr No 4. Rs 0.25 lacs Property bearing Sr No 5. Rs 0.25 lacs Property bearing Sr No 6. Rs 0.50 lacs Property bearing Sr No 7. Rs 0.25 lacs Property bearing Sr No 8. Rs 1.00 lacs Property bearing Sr No 9. Rs 0.50 lacs Property bearing Sr No 10. Rs 0.50 lacs Property bearing Sr No 11. Rs 1.00 lacs Property bearing Sr No 12. Rs 0.50 lacs Property bearing Sr No 13. Rs 0.25 lacs Property bearing Sr No 14. Rs 0.25 lacs Property bearing Sr No 15. Rs 0.25 lacs Property bearing Sr No 16. Rs 0.50 lacs</p> <p>(ii) Time: 11.00 hrs to 16.00 hrs with unlimited extensions of 5 Minutes each. (iii) INR</p>
<p>12 Date and Time during which inspection of the immovable secured assets to be sold and intending bidders should satisfy themselves about the assets and their specification. Contact person with mobile number</p>	<p>Date: 19.12.2024/ 26.12.2024 Time: 11.00 hrs to 16.00 hrs</p> <p>Name: Sh. Virender K Karwal Mobile No. 8288067301</p>



13	Other conditions	<p>(a) 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 https://baanknet.com, may be conveyed through e mail.</p> <p>(b) The intending purchaser/bidder are required to deposit EMD/ amount on or before 27-12-2024 up to 4.00 PM by interested buyers in their own wallet Registered with https://baanknet.com on its e-auction site https://baanknet.com by means of RTGS/NEFT/UPI.</p> <p>The intending bidder should submit the evidence of EMD deposit like LTR 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. through online to https://baanknet.com.</p> <p>Proof of remittance of EMD and other documents of KYC, Scanned copies of the original of these documents can also be submitted to Branch e-mail Id (sbi.15631@sbi.co.in)</p> <p>(c) Names of Eligible Bidders will be identified by the State Bank of India, SAMB, ZBO Building, Fountain Chowk, Civil Lines Ludhiana (Branch Name) to participate in online e-Auction on the https://baanknet.com.</p> <p>(d) 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.</p> <p>(e) 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.</p> <p>(f) 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.</p> <p>(g) 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.</p> <p>(h) 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.</p> <p>(i) Decision of the Authorized Officer regarding declaration of successful bidder shall be final and binding on all the bidders.</p> <p>(j) The Authorized Officer shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.</p> <p>(k) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.</p> <p>(l) 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.</p> <p>(m) The EMD of the unsuccessful bidder will be refunded to their respective A/c numbers shared with the Bank. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).</p> <p>(n) 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.</p> <p>(o) 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.</p> <p>(p) 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.</p>
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		<p>(q) 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.</p> <p>(r) 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 authorized officer of the concerned bank branch only.</p> <p>(s) 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.</p>
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Dated 19.12.2024
Place: Ludhiana


AUTHORISED OFFICER
STATE BANK OF INDIA