

**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 WHAT-EVER THERE IS" BASIS**

1.	<b>Name and address of the Borrower</b>	<b>Nayak Infrastructure Private Limited (Under CIRP)</b> <b>Registered Office:</b> Swarupananda Road, Lumding, Dist – Nagaon, Lumding – 782447. <b>Admin Office:</b> 2 <sup>nd</sup> Floor, Kamakhya Commercial, C.K.Road, Panbazar, Guwahati – 781001.		
2.	<b>Name and address of the secured creditor</b>	State Bank of India, Stressed Asset Management Branch -1, Nagaland House 8 <sup>th</sup> Floor, 11 & 13 Shakespeare Sarani, Kolkata 700071.  Ph: 033-22810623/22803097, Fax: 033-22829134, E-mail: sbi.04151@sbi.co.in, clo2.04151@sbi.co.in		
3.	<b>Description of the immovable secured assets to be sold.</b>	<b>No</b>	<b>Description of Properties</b>	<b>Possession type</b>
		1.	Residential flat no.4A, measuring 2000 sq. ft. on the 4 <sup>th</sup> floor situated at Md. Shah Road, Hemsan Complex, Paltan Bazaar, Guwahati -781008. Dag No. 958, K.P. Patta No. 437 of Sahar Guwahati, Part - II, Mouza Guwahati, covered by Holding No.9 of Ward No. 28 of Guwahati Municipal Corporation, vide Deed No. 3721 in the name of Shri. Ananta CharanNayak. <u>Bounded by: -</u> North: Hotel Ambarish South: Land of Mr. Deb East: Md. Shah Road West: Land of Mr. J Poddar <b>Property ID: SBIN400016160702</b>	Physical
		2.	Residential flat no.3B, measuring 1050 sq. ft. on the 3 <sup>rd</sup> floor at Md. Shah Road, Hemsan Complex, Paltan Bazaar, Guwahati -781008, Dag No. 958, K.P. Patta No. 437 of Sahar Guwahati, Part - II, Mouza Guwahati, covered by Holding no. 9 of Ward No. 28 of Guwahati Municipal Corporation, vide Deed No. 4295 in the name of Shri. Ananta CharanNayak. <u>Bounded by: -</u> North: Hotel Ambarish South: Land of Mr. Deb East: Md. Shah Road West: Land of Mr. J Poddar <b>Property ID: SBIN400001284890</b>	Physical



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EMD X	3.	Residential flat no. 3D, measuring 1120 sq. ft. on the 3 <sup>rd</sup> floor of Harihar Apartment, situated at M.A. Road, Milanpur, Rehabari, Guwahati, under New Dag No. 754, K. P. Patta No. 643 of village Sahar Ulubari, District Kamrup, Assam, vide Deed no. 3139, in the name of Shri. Ananta Charan Nayak. <u>Bounded by: -</u> North: Putuli Choudhury      South: Flat No. 3A East: Flat No. 3C      West: Road <b>Property ID: SBIN400016161203</b>	Physical
	4.	Residential flat no. 1F measuring 1176 sq. ft., situated on the 1 <sup>st</sup> Floor of Green Enclave, Paltan Bazar, Guwahati, under Dag No.- 956, K. P. Patta No. 435, G.M.C. ward no. 28 under Mouza Guwahati, District Kamrup (Metro), Assam vide deed no. 11388 in the name of Smt. Renu Devi Nayak. <u>Bounded By: -</u> North: J Das & Gouriya Math South: Md. Sash Road East: M/s C R Construction & Hotel Starlines West: Mr. H Talukdar <b>Property ID: SBIN400001283981</b>	Physical
	5	A Land & building measuring total area 2 K 10L along with two RCC building, covered by Dag No. 169, Patta No. 86, situated at Lanka Road, Lumding, Mouza - Lumding, P.S. Hojai, Dist.- Nagaon, Assam vide Deed No. 504 in the name of Shri. Ananta CharanNayak. <u>Bounded By: -</u> North: Mr. Ratan Sarkar South: Mr. Bhajan Singh East: Government Road West: Mr. Shyamsundar Das <b>Property ID: SBIN400007155157</b>	Physical
	6	Duplex (G+2) residential Building, HIG Duplex House No.HID, D-49 at Maitrivihar, Ph-1, Chandrasekharapur, Bhubaneshwar Revenue Plot No.7(P), in Mouza- Chandrasekharapur, Odisha, bearing Regd Lease cum sale Deed No.5189 of 30.08.2005 of Orissa State Housing Board for the period of 90 years and Regd Sale Deed No.2886, Area 2400 sq.ft. of 18.04.2006 owned by Sri Ananta Charan Nayak North – Road, South – D-28 East -D-48, West – D-50 <b>Property ID – SBIN400016161558</b> (The property is under Symbolic Possession. The Bank will hand over the property to the successful bidder on receipt of full and final payment and after obtaining DM, permission).	Symbolic



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4.	Details of the encumbrances known to the secured creditor	Not known.		
5.	The secured debt for recovery of which the property is to be sold	Rs.100,69,04,441.71 (Rupees One Hundred Crore Sixty Nine Lakhs Four Thousand Four Hundred forty one and Seventy One Paisa only) as on 28.01.2020 plus Accrued interest, and charges thereafter due to the secured creditor from <b>Nayak Infrastructure Private Limited</b> (Borrower) and <b>Guarantors</b> , (1) Shri. Ananta Charan Nayak (2) Mrs. Renu Devi Nayak (3) Shri. Biswajit Nayak (4) Shri. Alok Kumar Nayak (5) Shri. Umesh Senapati and (6) Shri. Basudev Nayak.		
6.	Deposit of earnest money	No	Description of Properties	EMD Price (Rs.)
		1.	Residential flat no.4A, measuring 2000 sq. ft. on the 4 <sup>th</sup> floor situated t Md. Shah Road, Hemsan Complex, Paltan Bazaar, Guwahati -781008. Dag No. 958, K.P. Patta No. 437 of Sahar Guwahati, Part - II, Mouza Guwahati, covered by Holding No.9 of Ward No. 28 of Guwahati Municipal Corporation, vide Deed No. 3721 of 2006 in the name of Shri. Ananta Charan Nayak. <u>Bounded by: -</u> North: Hotel Ambarish South: Land of Mr. Deb East: Md. Shah Road West: Land of Mr. J Poddar <b>Property ID: SBIN400016160702</b>	9,90,000/-
		2.	Residential flat no.3B, measuring 1050 sq. ft. on the 3 <sup>rd</sup> floor at Md. Shah Road, Hemsan Complex, Paltan Bazaar, Guwahati -781008, Dag No. 958, K.P. Patta No. 437 of Sahar Guwahati, Part - II, Mouza Guwahati, covered by Holding no. 9 of Ward No. 28 of Guwahati Municipal Corporation, vide Deed No. 4295 of 2006 in the name of Shri. Ananta CharanNayak. <u>Bounded by: -</u> North: Hotel Ambarish, South: Land of Mr. Deb East: Md. Shah Road, West: Land of Mr. J Poddar <b>Property ID: SBIN400001284890</b>	5,20,000/-
		3.	Residential flat no. 3D, measuring 1120 sq. ft. on the 3 <sup>rd</sup> floor of Harihar House, situated at M.A. Road, Milanpur, Rehabari, Guwahati, under New Dag No. 754, K. P. Patta No. 643 of village Sahar Ulubari, District Kamrup, Assam, vide Deed no. 3139 of 2011, in the name of Shri. Ananta Charan Nayak. <u>Bounded by: -</u> North: Putuli Choudhury      South: Flat No. 3A East: Flat No. 3C              West: Road <b>Property ID: SBIN400016161203</b>	4,90,000/-



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		4.	Residential flat no. 1F measuring 1176 sq. ft., situated on the 1 <sup>st</sup> Floor of Green Enclave, Paltan Bazar, Guwahati, under Dag No.- 956, K. P. Patta No. 435, G.M.C. ward no. 28 under Mouza Guwahati, District Kamrup (Metro), Assam vide deed no. 11388 of 2009 in the name of Smt. Renu Devi Nayak. <u>Bounded By: -</u> North: J Das &Gouriya Math South: Md. Sash Road East: M/s C R Construction & Hotel Starlines West: Mr. H Talukdar <b>Property ID: SBIN400001283981</b>	5,60,000/-
		5.	A Land & Building measuring total area 2 K 10L along with two RCC building, covered by Dag No. 169, Patta No. 86, situated at Lanka Road, Lumding, Mouza-Lumding, P.S. Hojai, Dist.- Nagaon, Assam vide Deed No. 504 of 2013 in the name of Shri. Ananta Charan Nayak. <u>Bounded By: -</u> North: Mr. Ratan Sarkar South: Mr. Bhajan Singh East: Government Road West: Mr. Shyamsundar Das <b>Property ID: SBIN400007155157</b>	28,60,000/-
		6	Duplex (G+2) residential Building, HIG Duplex House No.HID, D-49 at Maitrivihar, Ph-1, Chandrasekharapur, Bhubaneshwar Revenue Plot No.7(P), in Mouza- Chandrasekharapur, Odisha, bearing Regd Lease cum sale Deed No.5189 of 30.08.2005 of Orissa State Housing Board for the period of 90 years and Regd Sale Deed No.2886, Area 2400 sq.ft of 18.04.2006 owned by Sri Ananta Charan Nayak North – Road South – D-28 East -D-48 West – D-50 <b>Property ID – SBIN400016161558</b>  (The property is under Symbolic Possession. The Bank will hand over the property to the successful bidder on receipt of full and final payment and after obtaining DM, permission).	31,30,000.00
		EMD being 10% of Reserve price as mentioned in the aforementioned table is to be transferred / deposited by bidders in his / her/ their own Wallet provided by M/S. PSB Alliance on its e-auction site <a href="https://ebkray.in">https://ebkray.in</a> .by means of RTGS / NEFT, as per the guidelines available in the website.		



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7.	Reserve price of the immovable secured assets: Bank account in which EMD to be remitted. Last Date and Time within which EMD to be remitted:	No	Description of property	Reserve Price (Rs.)
		1.	Residential flat no.4A, measuring 2000 sq. ft. on the 4 <sup>th</sup> floor situated t Md. Shah Road, Hemsan Complex, Paltan Bazaar, Guwahati -781008. Dag No. 958, K.P. Patta No. 437 of Sahar Guwahati, Part - II, Mouza Guwahati, covered by Holding No.9 of Ward No. 28 of Guwahati Municipal Corporation, vide Deed No. 3721 of 2006 in the name of Shri. Ananta Charan Nayak. <u>Bounded by: -</u> North: Hotel Ambarish, South: Land of Mr. Deb East: Md. Shah Road West: Land of Mr. J Poddar <b>Property ID: SBIN400016160702</b>	99,00,000/-
		2.	Residential flat no.3B, measuring 1050 sq. ft. on the 3 <sup>rd</sup> floor at Md. Shah Road, Hemsan Complex, Paltan Bazaar, Guwahati -781008, Dag No. 958, K.P. Patta No. 437 of Sahar Guwahati, Part – II, Mouza Guwahati, covered by Holding no. 9 of Ward No. 28 of Guwahati Municipal Corporation, vide Deed No. 4295 of 2006 in the name of Shri. Ananta Charan Nayak. <u>Bounded by: -</u> North: Hotel Ambarish, South: Land of Mr. Deb East: Md. Shah Road, West: Land of Mr. J Poddar <b>Property ID: SBIN400001284890</b>	52,00,000/-
		3.	Residential flat no. 3D, measuring 1120 sq. ft. on the 3 <sup>rd</sup> floor of Harihar House, situated at M.A. Road, Milanpur, Rehabari, Guwahati, under New Dag No. 754, K. P. Patta No. 643 of village Sahar Ulubari, District Kamrup, Assam, vide Deed no. 3139 of 2011, in the name of Shri. Ananta Charan Nayak. <u>Bounded by: -</u> North: Putuli Choudhury                      South: Flat No. 3A East: Flat No. 3C                                  West: Road <b>Property ID: SBIN400016161203</b>	49,00,000/-
		4.	Residential flat no. 1F measuring 1176 sq. ft., situated on the 1 <sup>st</sup> Floor of Green Enclave, Paltan Bazar, Guwahati, under Dag No.- 956, K. P. Patta No. 435, G.M.C. ward no. 28 under Mouza Guwahati, District Kamrup (Metro), Assam vide deed no. 11388 of 2009 in the name of Smt. Renu Devi Nayak. <u>Bounded By: -</u> North: J Das &Gouriya Math, South: Md. Sash Road East: M/s C R Construction & Hotel Starlines West: Mr. H Talukdar <b>Property ID: SBIN400001283981</b>	56,00,000/-



		5.	<p>A Land &amp; Building measuring total area 2 K 10L along with two RCC building, covered by Dag No. 169, Patta No. 86, situated at Lanka Road, Lumding, Mouza–Lumding, P.S. Hojai, Dist.-Nagaon, Assam vide Deed No. 504 of 2013 in the name of Shri. Ananta CharanNayak.</p> <p><b>Bounded By: -</b>  North: Mr. Ratan Sarkar, South: Mr. Bhajan Singh, East: Government Road  West: Mr. Shyamsundar Das  <b>Property ID: SBIN400007155157</b></p>	2,86,00,000/-
		6.	<p>Duplex (G+2) residential Building, HIG Duplex House No.HID, D-49 at Maitriviهار, Ph-1, Chandrasekharpur, Bhubaneshwar Revenue Plot No.7(P), in Mouza- Chandrasekharpur, Odisha, bearing Regd Lease cum sale Deed No.5189 of 30.08.2005 of Orissa State Housing Board for the period of 90 years and Regd Sale Deed No.2886, Area 2400 sq.ft of 18.04.2006 owned by Sri Ananta Charan Nayak</p> <p>North – Road, South – D-28  East -D-48, West – D-50  <b>Property ID – SBIN400016161558</b></p> <p>(The property is under Symbolic Possession. The Bank will hand over the property to the successful bidder on receipt of full and final payment and after obtaining DM, permission).</p>	3,13,00,000/-
		<p>10% of Reserve price as mentioned to be transferred / deposited by bidders in his / her / their own Wallet registered with M/s. PSB Alliance on its e-auction site <a href="https://baanknet.com">https://baanknet.com</a>, by way of RTGS/NEFT, as per the guidelines available in the website.</p> <p><b>Last Date and Time:</b> As applicable as per policy of PSB Alliance Ltd.</p>		
8.	<b>Time and manner of payment</b>	<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 Authorized 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 15<sup>th</sup> 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 auction purchaser not exceeding three months from the date of auction.</p>		
9.	<b>Time and place of public auction or time after which sale by any other mode shall be completed.</b>	<p><b>25.03.2025 between 11:00 AM to 4:00 PM</b></p>		



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10.	The e-auction will be conducted through the Bank's approved service provider. E-auction tender documents containing e-bid form, declaration etc., are available in the website of the service provider as mentioned above.	M/s. PSB Alliance Ebkray at the web portal <a href="https://baanknet.com">https://baanknet.com</a>
11.	(i) Bid increment amount:	(i) Rs.50,000/-(Rupees fifty thousand Only) for above property SI No.2,3 & 4 (ii) Rs.1,00,000/-(Rupees One lakh only) for above property SI No.1,5 & 6
	(ii) Auto extension:  times. (limited / unlimited)	Unlimited extensions of 10 minutes each
	(iii) Bid currency & unit of measurement	Indian Rupee (INR) as per ISO 4217.
12.	Date and Time during which inspection of the movable assets to be sold and intending bidders should satisfy themselves about the assets and their specification.	<p>Property ID: SBIN400016160702 Property ID: SBIN400001284890 Date of Inspection: 18.03.2025, Time: 02:30 PM. to 03:00PM</p> <p>Property ID: SBIN400016161203 Date of Inspection: 18.03.2025, Time: 03:15 PM to 3.45 PM.</p> <p>Property ID: SBIN400001283981 Date of Inspection: 18.03.2025, Time: 2:30 PM to 3:00 pm</p> <p>Property ID: SBIN400007155157 Date of Inspection: 19.03.2025, Time: 11:00 AM to 11:30 AM</p>



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	<b>Contact person with mobile number</b>	<p><b>Property ID: SBIN400016161558</b>  <b>Date of inspection: 19.03.2025 Time: 12:00 PM to 12.30 PM</b></p> <p>Contact Person: -  1)Name: Anil Kumar Anal  E-mail ID: clo2.04151@sbi.co.in, sbi.04151@sbi.co.in  Mobile No: 9955998430</p> <p>2)Name: Eddimi Krishna Rao  E-mail ID: clo2.04151@sbi.co.in, sbi.04151@sbi.co.in  Mobile No: 9674727107</p>
<b>13</b>	<b>Other conditions</b>	<p>(a) The Bidders should get themselves registered on <a href="https://baanknet.com">https://baanknet.com</a> by providing requisite KYC documents and registration fee as per applicable guidelines of PSB Alliance Ltd well before the auction date. The process of registration has been detailed in the above website <a href="https://baanknet.com">https://baanknet.com</a>. The intending bidder should bear in mind that the process of registration takes a minimum of two working days.</p> <p>(b) The Intending bidder should transfer his EMD amount by means of challan generated on his bidder account maintained with PSB Alliance Ltd at <a href="https://ebkray.in">https://ebkray.in</a> by means of NEFT/ RTGS transfer from his bank account.</p> <p>(c) The Intending bidder should take care that the EMD is transferred at least one day before the date of auction and confirm that his wallet maintained with M/s. PSB Alliance-e Bkay is reflecting the EMD amount without which the system will not allow the bidder to participate in the e-auction.</p> <p>(d) Bidders shall have to visit the website <a href="https://baanknet.com">https://baanknet.com</a> of our e-auction service provider of PBS Alliance Ltd, to participate for online bid. For Technical Assistance, the bidders may refer to PSB Alliance helpline numbers. E-mail ID is absolutely necessary for the intending bidder as all the relevant information and allotment of ID and Password of PBS Alliance, may be conveyed through email.</p> <p>(e) The EMD of the successful bidder will be automatically transferred to the bank once the sale is confirmed by the respective Authorized Officer of the bank and the remaining amount i.e 25 % of sale price to be paid immediately i.e. on the same day or not later than next working day, as the case may be.</p> <p>(f) The intending bidders need to sign in the portal with ID and Password.</p> <p>(g) 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>(h) 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>(i) 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>(j) The bidders are required to submit acceptance of the terms &amp; conditions and modalities of e-auction adopted by the service provider before participating in the e-auction.</p> <p>(k) 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>



(l) Decision of the Authorized Officer regarding declaration of successful bidder shall be final and binding on all the bidders.

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

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

(o) The Authorized Officer is not bound to accept the highest offer and the Authorized officer has absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the auction without assigning any reason thereof. The sale is subject to confirmation by the secured creditor.

(p) 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.

(q) 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.

(r) The payment of all statutory / non- statutory dues, taxes, GST, rates, assessments, charges, fees etc., owing to anybody shall be the sole responsibility of successful bidder only including the provisions of sec-194-IA of the income tax.

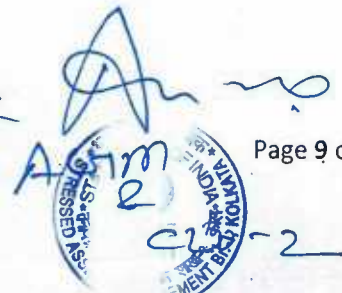
(s) In case of any dispute arises as to the validity of the bid (s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of the Authorized Officer shall be final. In such an eventuality, the Bank shall in its sole discretion be entitled to call of 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.

(t) 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 auction will be entertained.

(u) The EMD of the unsuccessful bidder will be refunded to their respective originating account by the service provider (PSB Alliance Ltd). The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).

(v) The bidders are advised to in their own interest to satisfy themselves with the title and correctness of other details pertaining to the immovable secured assets including the size/area of the immovable secured assets in question. They shall independently ascertain any other dues/liabilities/encumbrances in respect of the property from the concerned authorities to their satisfaction before submitting the bids. It would not be open for the Bidder(s) whose bid is accepted by Authorised Officer to withdraw his bid, either on the ground of discrepancy in size/area, defect in title, encumbrances or any other ground whatsoever.

Date:07.03.2025  
Authorised Officer  
State Bank of India  
Place: Kolkata



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